Cochise County
Board of Supervisors

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

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
Tuesday, December 20, 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.

PRESENTATION

1. Presentation of Proclamation to Ms. Nancy Fusco, Co-Chair, Cochise Cowboy Poetry & Music Gathering; declaring February 3, 4, & 5, 2017 as Cochise Cowboy Poetry & Music Gathering Days in Cochise County.

2. Presentation of a retirement certificate to Supervisor, Richard Searle.

3. Presentation of a retirement certificate to Recorder, Christine Rhodes.

4. Presentation of a retirement certificate to School Superintendent, Trudy Berry

CONSENT

Board of Supervisors

5. Approve a Proclamation declaring February 3, 4, & 5, 2017 as Cochise Cowboy Poetry & Music Gathering Days in Cochise County.

6. Approve a Letter of Congratulations for Command Sergeant Major - CSM (Retired) Mike Roberts for being recognized as the Veteran of the Year by the Greater Sierra Vista United Veterans Council and the Arizona Silver Chapter U.S. Army Warrant Officer Association.

7. Approve the Minutes of the regular meeting of the Board of Supervisors of December 6, 2016.

8. Appoint Mike Fortenberry as Constable for Justice Court, District 4.

Community Development

9. Approve Intergovernmental Agreement (IGA) JPA 16-0006158-I to convey temporary and permanent Rights-of-Way for the purposes of constructing and maintaining improvements at the SR92 and Foothills Dr. intersection.

10. Approve the reappointment of Mr. John Ladd to the Public Lands Advisory Committee, District 1, for a two-year term beginning July 1, 2016 through June 30, 2018.

11. Approve the reappointment of Mr. Fred Davis to the Public Lands Advisory Committee, District 3, for a two-year term beginning July 1, 2016 through June 30, 2018.

12. Approve the Arizona Department of Transportation (ADOT) waiver of four-year Advance Notice of Abandonment and Pavement Quality Report for the recent ADOT construction on Glenn Road and Canyon de Flores and authorize the Chairman to sign.

13. Approve the reappointment of Mr. Rusty Winkler to the Public Lands Advisory Committee, District 2, for a two-year term beginning July 1, 2016 through June 30, 2018.

14. Approve the reappointment of Mr. Pat Edie to the Planning & Zoning Commission, for a four-year term effective January 1, 2017 through December 31, 2020.

15. Approve the appointment of Mr. Albert Young to the Board of Adjustment, District 2, for a four-year term beginning January 1, 2017 through December 31, 2020.

16. Approve the appointment of Mr. Paul Brick to the Board of Adjustment, District 3, for a four-year term beginning January 1, 2017 through December 31, 2020.

County Attorney

17. Approve Grant Agreement from the Tohono O'odham Nation for Prosecution Software for the Cochise County Attorney's Office in the amount of $17,924 for the period of November 30, 2016 to November 30, 2017.

18. Approve Intergovernmental Agreement (IGA) with the City of Bisbee for Legal Services for the period of July 3, 2017 to June 29, 2019.

Emergency Services

19. Approve renewal of R/W No. 18-101928 for Dos Cabezas radio tower access right-of-way with the Arizona State Land Department effective August 23, 2016 to August 22, 2026.

20. Approve renewal of Permit No. 23-118970-03 for the Texas Canyon radio tower land lease with the Arizona State Land Department in the amount of $2,400 effective August 16, 2016 to August 17, 2018.

Facilities

21. Approve the Airport Development Reimbursable Grant Agreement # E7F2Q 01C with the Arizona Department of Transportation (ADOT) in the amount of $13,266 with a local match share of $13,266 for the Taxiway A edge lighting; Wind Cone relocation; Segmented Circle; Rotating Beacon; and to install Guidance Signs at the Cochise County Airport effective November 18, 2016 to November 17, 2020.

22. Approve the Airport Development Reimbursable Grant Agreement # E7F2J 01D with the Arizona Department of Transportation (ADOT) in the amount of $3,792 with a local match share of $3,792 for the Rehabilitate Taxiway A2-A4 Design Only at the Bisbee-Douglas International Airport effective November 18, 2016 to November 17, 2020.

Finance

23. Approve demands and budget amendments for operating transfers.

Human Resources

24. Approve revisions to the Cochise County Merit System Rules and Human Resources Policy Manual to be effective December 20, 2016.

Juvenile Probation

25. Approve the National School Grant Program (NSGP) by the Arizona Department of Education for the replacement of kitchen equipment in the amount of $12,006.62 for the period of July 1, 2016 through June 30, 2017.

Procurement

26. Approve the sale of one used cell phone declared surplus by the Procurement Department Property Manager for the amount of $65.

Workforce Development

27. Approve Amendment #6 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2018 in the amount of $300,494.

ACTION

Community Development

28. Approve the Highway Department application to the Federal Railroad Administration for change of status of railroad crossings in Bowie and Dragoon to Quiet Zones, based on cost estimates for required upgrades to both crossings in the not to exceed amount of $67,000.

29. Adopt Resolution 16-49 authorizing the addition of 1.49 miles of Bascom Trail from Cattle Drive to Indian Trail to the Cochise County Maintained Road System.

County Sheriff

30. Approve Stone Garden contract number 160400-02 with the Department of Homeland Security (DOHS) in the amount of $935,000 for overtime and mileage to participate in the operation to detect, deter and/or arrest subjects who smuggle human or drugs illegally into the country effective November 1, 2016 through December 31, 2017.

Court Administration

31. Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective July 1, 2016 through June 30, 2019.

32. Approve the Court Consolidation Agreement between Cochise County and the City of Bisbee, effective July 1, 2016 through June 30, 2019.

33. Approve the Court Consolidation Agreement between Cochise County and the City of Benson, effective July 1, 2016 through June 30, 2019.

34. Approve the Court Consolidation Agreement between Cochise County and the City of Douglas, effective January 1, 2017 through June 30, 2019 to include a court assistant position with an annual cost of $35,120.

35. Approve the Court Consolidation Agreement between Cochise County and the City of Sierra Vista, effective January 1, 2017 through June 30, 2019.

Facilities

36. Approve the award of Invitation For Bids (IFB) No. 17-07-FAC-04 for the renovation and construction of the Southeast Arizona Regional Communication Center (SEACOM) facility to D Square Construction, LLC in the amount of $1,607,112 which includes tax.

37. Approve Amendment No. 8 to Arizona Department of Corrections Agreement No. 090098DC extending the Lease Agreement 7044 to June 30, 2017 with the Arizona State Department of Corrections Facilities for the Water System Improvement Project for a payment of $242,000 to the County.

Human Resources

38. Adopt the new Workplace Violence Prevention Policy, Confidentiality Policy and revisions to the Policy Controlling Access to and Use of County Vehicles and Equipment (repealing any previous versions) to be effective February 1, 2017.

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

Presentations / Special Events 1.

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

Meeting Date:	12/20/2016		
Presentation of Cowboy Poets Proclamation			
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:**	0
NAME of PRESENTER:	Richard R. Searle	**TITLE of PRESENTER:**	Chairman
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation of Proclamation to Ms. Nancy Fusco, Co-Chair, Cochise Cowboy Poetry & Music Gathering; declaring February 3, 4, & 5, 2017 as Cochise Cowboy Poetry & Music Gathering Days in Cochise County.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

No file(s) attached.

Presentations / Special Events 3.

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

Meeting Date: 12/20/2016

Presentation - Retirement Certificate-Christine Rhodes

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER:

TITLE of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation of a retirement certificate to Recorder, Christine Rhodes.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted: ◯ **Funds Available:** ◯ **Amount Available:**

Unbudgeted: ◯ **Funds NOT Available:** ◯ **Amendment:** ☐

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

No file(s) attached.

Presentations / Special Events **4.**

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

Meeting Date: 12/20/2016

Presentation - Retirement Certificate - Trudy Berry

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:		**TITLE of PRESENTER:**	
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation of a retirement certificate to School Superintendent, Trudy Berry

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

No file(s) attached.

Consent 5.

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

Meeting Date: 12/20/2016

Cowboy Poet Proclamation

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

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

ORGANIZATION NAME of PRESENTER: n/a

Information

Agenda Item Text:

Approve a Proclamation declaring February 3, 4, & 5, 2017 as Cochise Cowboy Poetry & Music Gathering Days in Cochise County.

Background:

Cochise County's proclamation attached.

To BOS Staff: Document Disposition/Follow-Up:

Print two originals. Have one prepared for presentation.

Attachments

Proclamation

Cochise County
Board of Supervisors

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

PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

COCHISE COWBOY POETRY & MUSIC GATHERING DAYS

WHEREAS, THROUGHOUT THE HISTORY OF COCHISE COUNTY AND ARIZONA, COWBOY POETS HAVE PLAYED A LARGE PART IN PRESERVING WESTERN HERITAGE AND THE CULTURE OF ARIZONA THROUGH POETRY AND MUSIC; AND

WHEREAS, THE LONG TRADITION AND ENDURING QUALITIES OF THESE OLD STORIES AND POEMS DEMONSTRATE THAT COWBOY POETRY AND MUSIC IS A CHERISHED COCHISE COUNTY AND ARIZONA TRADITION, AND

WHEREAS, COCHISE COUNTY AND ARIZONA HAS PRODUCED NUMEROUS WELL-RESPECTED COWBOY POETS AND HAS HOSTED MAJOR COWBOY POETRY AND MUSIC GATHERINGS, AND

WHEREAS, IT IS NECESSARY TO RECOGNIZE THE IMPORTANCE OF EDUCATING OUR YOUTH OF THEIR WESTERN HERITAGE AND THE COWBOY WAY OF LIFE;

WHEREAS, IN ITS 25TH YEAR, THE COCHISE COWBOY POETRY AND MUSIC GATHERING IS A PREMIER EVENT TO ATTEND IN COCHISE COUNTY AND SIERRA VISTA, ARIZONA WITH THIS YEAR'S THEME "SILVER SCREEN COWBOYS".

NOW, THEREFORE, we, The Cochise County Board of Supervisors, do hereby declare February 3, 4, & 5, 2017 as COCHISE COWBOY POETRY & MUSIC GATHERING DAYS.
.

APPROVED AND ADOPTED this 20th day of December, 2016.

_____

Richard R. Searle, Chairman

_____ _____

Patrick G. Call, Vice-Chairman | Ann English, Supervisor

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

Consent 6.

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

Meeting Date: 12/20/2016

Letter of Congratulations to the Veteran of the Year

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: **# of ORIGINALS Submitted for Signature:**

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

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

Information

Agenda Item Text:

Approve a Letter of Congratulations for Command Sergeant Major - CSM (Retired) Mike Roberts for being recognized as the Veteran of the Yearby the Greater Sierra Vista United Veterans Council and the Arizona Silver Chapter U.S. Army Warrant Officer Association

Background:

The Greater Sierra Vista United Veterans Council and the Arizona Silver Chapter U.S. Army Warrant Officer Association asked that the Board consider writing a formal letter of congratulations for CSM Roberts.

Department's Next Steps (if approved):

Send Letter and Certificate.

Impact of NOT Approving/Alternatives:

CSM Roberts will not be recognized by the Board.

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

Budget Information

Information about available funds

Budgeted: ◯ **Funds Available:** ◯ **Amount Available:**

Unbudgeted: ◯ **Funds NOT Available:** ◯ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letter

Cochise County
Board of Supervisors

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

PATRICK G. CALL
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Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

December 20, 2016

Arizona Silver Chapter US Army WOA
P.O. Box 1203
Sierra Vista, AZ 85636

RE: Veteran of the Year Award

CSM (R) Mike Roberts,

Congratulations on being recognized as the Veteran of the Year by the Greater Sierra Vista United Veterans Council and the Arizona Silver Chapter U.S. Army Warrant Officer Association. We applaud your service not only to our armed forces, but the service you have provided for the many military organizations you have been a part of. Sacrifice, Courage, Selflessness are a few words that come to mind when thinking of the character it takes for you to have served as you did.

Your contribution to our nation and community has made a positive impact on so many and there are no words to truly express our gratitude and admiration. As you well know, liberty comes at a price and we are truly appreciative of that sacrifice made by you and your family.

Again, our greatest congratulations on your well deserved recognition and thank you for your continued service to our community.

Sincerely,

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2

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

Consent 7.

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

Meeting Date:	12/20/2016		
Minutes			
Submitted By:	Rebecca Reynolds, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:
Approve the Minutes of the regular meeting of the Board of Supervisors of December 6, 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

No file(s) attached.

Consent 8.

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

Meeting Date:	12/20/2016		
Appoint Mike Fortenberry as Constable, JP4			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	none	**TITLE of PRESENTER:**	none
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	11-251

Information

Agenda Item Text:

Appoint Mike Fortenberry as Constable for Justice Court, District 4.

Background:

11-251. Powers of board

The board of supervisors, under such limitations and restrictions as are prescribed by law, may:
16. Fill by appointment all vacancies occurring in county or precinct offices.

Department's Next Steps (if approved):

Send appointment letter with to Mr. Fortenberry with copies to Judge Ward, and the Elections Department.

Impact of NOT Approving/Alternatives:

JP4 will not a have a Constable

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

Attachments

No file(s) attached.

Consent 9.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
SR92 & Foothills Dr. IGA 16-0006158-I			
Submitted By:	Karen Lamberton, Community Development		
Department:	Community Development	**Division:**	Highway
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Karen Lamberton	**TITLE of PRESENTER:**	County Transportation Planner
Docket Number (If applicable):	H826501C		
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 11-401

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) JPA 16-0006158-I to convey temporary and permanent Rights-of-Way for the purposes of constructing and maintaining improvements at the SR92 and Foothills Dr. intersection.

Background:

In 2014, Cochise County, the City of Sierra Vista and ADOT met to discuss traffic circulation and crash rates at the SR92 and Foothills Dr. intersection. Among the issues were circulation issues caused by traffic using the southwest corner development to bypass the signal; long queue lengths traveling eastbound (especially on Sunday afternoon as churches in the area completed services); inadequate merging lanes for vehicles turning west or eastbound from SR92. ADOT sought, and obtained, federal safety funds to make intersection improvements at this location.

Cochise County worked with ADOT in the early design stages and they agreed to also implement needed improvements on the west leg of Foothills Dr. as part of this project. This IGA is to allow ADOT to take full control and responsibility of the Foothills Dr. project area during construction. This IGA also agrees to convey on a permanent basis a portion of the County's existing Right-of-Way immediately adjacent to SR92, to ADOT so that they might take over future maintenance of the new drainage and intersection improvements that will be constructed.

The project construction cost is estimated at $1.021 million dollars.

Department's Next Steps (if approved):

Once this IGA/JPA has been approved, ADOT will begin finalizing right-of-way acquisition and design plans. Advertisement of this project is tentatively scheduled for the summer of 2017, with construction to be completed by early 2018.

Impact of NOT Approving/Alternatives:

ADOT would not be able to complete planned safety improvements within the County's Rights-of-Way at the SR92 and Foothills Dr. intersection.

To BOS Staff: Document Disposition/Follow-Up:

Please send two signed originals to Karen Lamberton, Highway Dept., who will transmit to ADOT to be fully executed. 9332 when ready for pick-up.
Please send a link to the approved action items from the 12/20 BOS meeting when available to klamberton@cochise.az.gov
Please send a copy of the approved minutes when completed at the next BOS meeting to Karen Lamberton, Highway Dept.

Attachments

FoothillsDr_IGA16-0006158-I

IGA_ExhibitA_Map

FoothillsDr_Design

IGA_BackgroundMemo

ADOT CAR No.: IGA /JPA 16-0006158-I
AG Contract No.: P001 2016 004687
Project Location/Name: SR92 @ Foothills Dr
Type of Work: Intersection Improvements
Federal-aid No.: 092-A(204)A
ADOT Project No.: H8265 01D & 01C
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: 17014

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE COCHISE COUNTY

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS and CHAIRMAN (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and is resolved to enter into this Agreement on behalf of the County.

3. The State will design, advertise, award and administer construction of intersection improvements at State Route (SR) 92 and Foothills Drive (Dr), (the "Project"). The Project consists of widening SR 92 and Foothills Dr, relocating traffic signal equipment, extending the southbound SR 92 left-turn lane by reconfiguring the existing raised median, reconfiguring the raised median on SR 92 and Blue Bird Dr to prevent left turns from Blue Bird Dr onto northbound SR 92, modifying radius returns, constructing a right-turn lane on eastbound Foothills Dr, adding a median island, extending and replacing drainage structures, and removing and replacing utility poles and utility facilities as needed.

4. The State will obtain federal funds for the right-of-way and construction costs associated with the Project. The State will, by Resolution, bring into the State system the necessary rights-of-way needed for the Project, shown in Exhibit A, from existing ADOT right-of-way at SR92 to the eastern project limits on Foothills Dr at STA 65+41.52. After final acceptance of the Project, the State will abandon ownership, jurisdiction, and maintenance responsibilities of all existing

features within the project area right of way except for the west leg of Foothills Dr, encompassed by the SR 92 right-of-way (100' from SR 92 centerline) to 200' west, bounded by the existing and newly acquired Foothills Dr right-of-way (see Exhibit A ADOT R/W Limits boundary). The County agrees to waive the requirements of Arizona Revised Statutes § 28-7209.

5. After completion of construction, the State will maintain right-of-way along the west leg of Foothills Dr, encompassed by the SR 92 right-of-way (100' from SR 92 centerline) to 200' west, bounded by the existing and newly acquired Foothills Dr right-of-way (see Exhibit A ADOT R/W Limits boundary) and all existing features within this area, including the pavement, curb and gutter, sidewalk, and drainage features shown in ADOT right-of-way limits of Exhibit A. All other right-of-way taken in by Resolution for construction purposes will be abandoned back to the County. The County will be responsible to maintain all existing and newly constructed features within the County right-of-way.

6. The Parties will perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

THEREFORE, in consideration of the mutual commitments expressed in this Agreement, the Parties agree as follows:

II. SCOPE OF WORK

1. The State will:

   a. After signing and execution of this Agreement, by Resolution of the State's Transportation Board, bring into the State system the necessary rights-of-way needed for the Project.

   b. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the County as appropriate.

   c. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).

   d. After final acceptance of the Project, with approval by Resolution of the State's Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of right-of-way acquired for construction of the project, with the exception of right-of-way along the west leg of Foothills Dr, encompassed by the SR 92 right-of-way (100' from SR 92 centerline) to 200' west (300' from SR 92 centerline), bounded by the Foothills Dr existing and newly acquired right-of-way (see Exhibit A ADOT R/W Limits boundary).

e. After final acceptance of the Project by the State and approval by Resolution of the State's Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the west leg of Foothills Dr, encompassed by the SR 92 right-of-way (100' from SR 92 centerline) to 200' west (300' from SR 92 centerline), bounded by the Foothills Dr existing and newly acquired right-of-way (see Exhibit A ADOT R/W Limits boundary).

f. Notify the County of final inspection and acceptance of all the Project improvements.

2. The County will:

a. Waive the requirements of Arizona Revised Statutes Section § 28-7209.

b. Review the design documents required for construction of the Project and provide comments to the State as appropriate.

c. After final acceptance of the Project by the State and approval by Resolution of the State's Transportation Board, accept back ownership, jurisdiction, and maintenance responsibilities of the west leg of Foothills Dr, with the exception of right-of-way along the west leg of Foothills Dr, encompassed by the SR 92 right-of-way (100' from SR 92 centerline) to 200' west (300' from SR 92 centerline), bounded by the Foothills Dr existing and newly acquired right-of-way (see Exhibit A ADOT R/W Limits boundary).

d. After acceptance of ownership, jurisdiction, and maintenance responsibilities, continue to grant the State, its agents and/or contracts, without cost, right of entry on and through County's rights of way on Foothills Drive to access the State rights-of-way for maintenance and right-of-way monumentation activities.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project, the abandonment of the right-of-way, by State Transportation Board Resolution, as shown in Exhibit A, and the County's waiver of the requirements of Arizona Revised Statutes Section § 28-7209. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

2. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or

incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.

3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the County shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the County.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.

6. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

7. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

10. This Agreement is subject to 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. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the 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 as a result of termination under this paragraph.

12. In the event of any controversy which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
602.712.7124
602.712.3132 Fax

Cochise County
Community Development Dept.
Attn: Karen Lamberton, AICP
1415 E. Melody Lane, Bldg E
Bisbee, AZ 85603
520.432.9240
520.432.9278 Fax
KLamberton@cochise.az.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
Attn. Zahit Katz
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7030
602.712.7630 Fax
ZKatz@azdot.gov

Cochise County
Attn: Karen Lamberton, AICP
1415 E. Melody Lane, Bldg E
Bisbee, AZ 85603
520.432.9240
520.432.9278 Fax
KLamberton@cochise.az.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
Attn. Zahit Katz
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7030

Cochise County
Attn: Anissa Acedo
1415 E. Melody Lane
Bisbee, AZ 85603
520.432.9300
520.432.9278 Fax

602.712.7630 Fax
ZKatz@azdot.gov

AAcedo@cochise.az.gov

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

COCHISE COUNTY

By _____
RICHARD SEARLE
Chairman, Board of Supervisors

ATTEST:

By _____
ARLETHE G. RIOS
Clerk of the Board

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2016.

_____

County Attorney

EXHIBIT A

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	ARIZ.	092-A(204)A	33	76	

092 CH 321

100' to SR 92 ℄

200'

SR 92

Exst R/W

Exst AC Parking Lot

New TCE

New R/W

Sawcut

20'

PC 60+99.49

38'

40'

County R/W

4'

15'

FOOTHILLS DRIVE

S89°53'26"W

Varies

16' Min

50'

County R/W

Sawcut

Match Exst

8' Path

Exst R/W

S89°56'32"E

ADOT R/W LIMITS

Dwy

8" (AZW)

8" (SWG)

12" (SWG)

1" (SWG)

TS(VEC)

60

61

62

63

65

R=20'

R=5'

New EP

25±1

Exst EP

Exst Foothills Drive ℄

Match Exst

Exst R/W

R=10'

R=20'

PT 65+98.26

40'

16'±

14'±

40'

16'±

18'±

STA 65+41.52
END CONSTRUCTION

N

COUNTY IGA EXHIBIT

"WARNING"
OVERHEAD POWER LINES WITHIN PROJECT CONSTRUCTION LIMITS

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

	NAME	DATE
DESIGN	LB	09/16
DRAWN	CADD	09/16
CHECKED	JMB	09/16

HDR, INC.
3200 E. CAMELBACK ROAD
SUITE 350
PHOENIX, AZ 85018-2311
TEL (602) 522-7700

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADWAY DESIGN SERVICES

FOOTHILLS DRIVE
PLAN SHEET
STA 60+00 TO 65+41.52

ROUTE	LOCATION	DWG NO.
SR 92	SR 92 AT FOOTHILLS DRIVE	
TRACS NO. H8265 01C	092-A(204)A	___ OF ___

FILE NAME:c:\pwworking\phx\d0494705\County IGA Exhibit.dgr PLOT DATE:10/5/2016 TIME:3:16:13 PM
SURVEY NO. | FINISHED PLANS | PLOT SCALE:1:40 | PLOT BY:AHOFFMAN
DATE | LOCATION | REVISIONS | DATE

3:16:13 PM c:\pwworking\phx\d0494705\County IGA Exhibit.dgn

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	ARIZ.	092-A(204)A	32	76	

092 CH 321

LEGEND

- Pavement Structural Section No. 2
- Pavement Structural Section No. 6

14.31' Lt Sta 55+72.66 to
26' Lt Sta 58+65.00
293 Lin Ft New Curb & Gutter
Type A, h=6", MAG Det 220

292.34' Taper Lt
14.3'± Lt to 26' Lt

Lt Sta 55+72.64 to
Lt Sta 58+69.83
275 Sq Yd
New AC Pavement

C&G Transition, Type 6
Std C-05.12

Exst Temp
Access Easement

New EP

New R/W

Match Exst

Exst Foothills Drive ℄

Exst R/W

50'
40' Temp Access Esmt
2'±
13.5'±
34.5'±
50' City R/W
2'±

STA 55+72.66
BEGIN CONSTRUCTION

FOOTHILLS DRIVE

Exst R/W

10.5'

(CSV) 10"

+72.66

+65

+64.35

55 56 57 58

See Detail A

SR 92 Survey & Cst ℄

SR 92 Survey & Cst ℄
Sta 183+24.03=
Foothills Drive ℄ Sta 59+66.64

S89°53'26"W

SR 92

184 183 182

69 7

60

N

BUS

Dwy

Dwy

Exst 4' Conc Sidewalk
To Remain

(GMS) 4"

4" (SMG)

See Detail A

Exst R/W

Exst R/W

Cochise County

WARNING
OVERHEAD POWER LINES WITHIN PROJECT CONSTRUCTION LIMITS

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

	NAME	DATE
DESIGN	LB	09/16
DRAWN	CADD	09/16
CHECKED	JMB	09/16

HDR, INC.
3200 E. CAMELBACK ROAD
SUITE 350
PHOENIX, AZ 85018-2311
TEL. (602) 522-7700

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADWAY DESIGN SERVICES

FOOTHILLS DRIVE
PLAN SHEET
STA 55+72.66 TO 60+00

PRELIMINARY
STAGE III
Review
NOT FOR CONSTRUCTION OR RECORDING

ROUTE	LOCATION
SR 92	SR 92 AT FOOTHILLS DRIVE

DWG NO. C-03.04

TRACS NO. H8265 01C | 092-A(204)A | ___ OF ___

PLOT BY:AHOFFMAN PLOT SCALE:1:40 PLOT DATE:9/15/2016 TIME:11:29:53 AM
FILE NAME:c:\pwworking\phx\d0500484\h8265p201.dgn
SURVEY NO. | FINISHED PLANS | REVISIONS | LOCATION | DATE

11:29:53 AM c:\pwworking\phx\d0500484\h8265p201.dgn

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	RECORD DRAWING
9	ARIZ.	092-A(204)A	33	76	

092 CH 321

SR 92

69.50' Lt Sta 60+60 to
67.20' Lt Sta 61+60
95 Lin Ft New Chain Link Fence
Type 1, H=48", Std C-12.20

For Dwy 7
Profile
See Dwg No.
C-04.02

Exst R/W

8" (AZW)

Exst AC Parking Lot

Lt Sta 61+79
90 Sq Yd
New 26'x30' ACTO
Type A, Std C-06.10

Sawcut & Match Exst

Dwy 7
Cst ℄

New R/W

Lt Sta 61+79
329 Sq Ft
New Conc Dwy
MAG Det 250-2

New TCE

Sawcut

20'

250' Taper Lt
26' Lt to 16' Lt

90' Taper Lt
38' Lt to 26' Lt

63.08' Lt Sta 62+00 to
49.50' Lt Sta 62+80
76 Lin Ft New Chain Link Fence
Type 1, H=48", Std C-12.20

Sawcut & Match Exst

Lt Sta 64+69
36 Sq Yd
New 16'x15' ACTO
Type A, Std C-06.10

Exst R/W

Lt Sta 63+31
24 Sq Yd
New 25'x7' ACTO
Type A, Std C-06.10

New EP

Exst EP

Match Exst

Exst Foothills Drive ℄

STA 65+41.52
END CONSTRUCTION

PC 60+99.49

See Detail C

See Detail C

S89°53'26"W

38.58' Lt Sta 60+65.82 to
38.58' Lt Sta 61+58.84
449 Sq Ft New 5' Conc Sidewalk
MAG Det 230

FOOTHILLS DRIVE

Sawcut

See Detail B

Match Exst

Exst R/W

38.00' Lt Sta 61+92.69 to
32.22' Lt Sta 63+17.53
123 Lin Ft New Conc Curb & Gutter
Type A, h=6", MAG Det 220

See Inset Right

Lt Sta 61+65.23
to
Lt Sta 61+92.69
26 Lin Ft New
Depressed Curb

0.87' Rt Sta 60+51.43 to
3.5' Rt Sta 62+60.98
423 Lin Ft New Conc Single Curb
Type A, MAG Det 222

Rt Sta 60+56.92 to
Rt Sta 62+55.51
66 Sq Yd New Conc Median Paving
Std C-05.40

Lt Sta 60+60.82 to
Lt Sta 65+41.52
708 Sq Yd New AC Pavement

Lt Sta 60+49.42 to
Lt Sta 62+63.00
100 Sq Yd New AC Pavement

38' Lt Sta 60+65.82 to
38' Lt Sta 61+65.23
96 Lin Ft New Conc Curb & Gutter
Type A, h=6", MAG Det 220

0.00' Lt
62+46.63 PT

R=98'

2.04' Rt
62+60.29 PRC

R=1'

4.00' Rt
62+60.00 PC

New Median Nose
MAG Det 223

LEGEND

- Pavement Structural Section No. 2
- Pavement Structural Section No. 3
- Pavement Structural Section No. 6
- Median Paving, Std C-05.40 Stamped 12" Squares

WARNING
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ARIZONA 811
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Dial 8-1-1 or 1-866-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

	NAME	DATE
DESIGN	LB	09/16
DRAWN	CADD	09/16
CHECKED	JMB	09/16

HDR, INC.
3200 E. CAMELBACK ROAD
SUITE 350
PHOENIX, AZ 85018-2311
TEL (602) 522-7700

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADWAY DESIGN SERVICES

FOOTHILLS DRIVE
PLAN SHEET
STA 60+00 TO 65+41.52

PRELIMINARY
STAGE III
Review
NOT FOR CONSTRUCTION OR RECORDING

ROUTE	LOCATION
SR 92	SR 92 AT FOOTHILLS DRIVE

DWG NO. C-03.05

TRACS NO. H8265 01C | 092-A(204)A | ___ OF ___

FILE NAME: c:\pwworking\phx\d0500484\h8265p202.dgn
USER NAME: PLOT DATE: 4/15/2016 PLOT BY: AHOFFMAN
PLOT SCALE: 1:40 TIME: 11:30:03 AM
SURVEY NO. | FINISHED PLANS | REVISIONS | LOCATION | DATE

11:30:03 AM c:\pwworking\phx\d0500484\h8265p202.dgn

Cochise County
Community Development
Highway and Floodplain Division

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

DATE: December 20, 2016

TO: Board of Supervisors

THRU: Karen Riggs, P.E., County Engineer/ Highway & Floodplain Director

FROM: Karen Lamberton, AICP, County Transportation Planner

SUBJECT: SR92 & Foothills Dr.: IGA/JPA 16-0006158-I

Recommendation: This department recommends approving the IGA/JPA 16-0006158-I with the Arizona Department of Transportation for conveying both temporary and permanent Rights-of-Way for the purposes of constructing and maintaining improvements on Foothills Dr.

Background (Brief):
In 2014, Cochise County, the City of Sierra Vista and ADOT met to discuss traffic circulation and crash rates at the SR92 and Foothills Dr. intersection. Among the issues were circulation issues caused by traffic using the southwest corner development to bypass the signal; long queue lengths traveling eastbound (especially on Sunday afternoon as churches in the area completed services); inadequate merging lanes for vehicles turning west or eastbound from SR92. ADOT sought, and obtained, federal safety funds to make intersection improvements at this location.

Cochise County worked with ADOT in the early design stages and they agreed to also implement needed improvements on the west leg of Foothills Dr. as part of this project. This IGA is to allow ADOT to take full control and responsibility of the Foothills Dr. project area during construction. This IGA also agrees to convey on a permanent basis a portion of the County's existing Right-of-Way immediately adjacent to SR92, to ADOT so that they might take over future maintenance of the new drainage and intersection improvements that will be constructed.

The project construction cost is estimated at $1.021 million dollars.

Fiscal Impact & Funding Sources: There is no direct fiscal impact to Cochise County. The state is paying the required match amounts for this federally funded safety improvement. Ongoing maintenance costs will decrease slightly for Foothills Dr. as the State will be taking over the responsibility for ongoing drainage and intersection improvements after project completion. In-kind staff support to this project is part of the routine Highway Dept. liaison work with ADOT and FHWA.

Next Steps/Action Items/Follow-up: Once this IGA/JPA has been approved, ADOT will begin finalizing right-of-way acquisition and design plans. Advertisement of this project is tentatively scheduled for the summer of 2017, with construction to be completed by early 2018.

Impact of NOT approving: ADOT would not be able to complete planned safety improvements within the County's Rights-of-Way at the SR92 and Foothills Dr. intersection.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Consent 10.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
Re-appoint John Ladd to the Public Lands Advisory Committee, District 1			
Submitted By:	Paul Esparza, Community Development		
Department:	Community Development	**Division:**	Planning & Zoning
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the reappointment of Mr. John Ladd to the Public Lands Advisory Committee, District 1, for a two-year term beginning July 1, 2016 through June 30, 2018.

Background:

The Public Lands Advisory Committee consist of six members with two appointed by the County Supervisor for each District, each residing in the District. Members of the PLAC serve two-year terms. Supervisor Call is recommending Mr. John Ladd be re-appointed to serve the two-year term begining July 1, 2016 and ending on June 30, 2018.

Department's Next Steps (if approved):

Send re-appointment letter and administer the oath of office to Mr. Ladd as below in BOS staff follow up.

Impact of NOT Approving/Alternatives:

There will be a vacancy on the Public Lands Advisory Committee, District 1.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Ladd the standard letter from the Board office affirming his re-appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Consent 11.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
Re-appoint Fred Davis to the Public Lands Advisory Committee, District 3			
Submitted By:	Paul Esparza, Community Development		
Department:	Community Development	**Division:**	Planning & Zoning
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the reappointment of Mr. Fred Davis to the Public Lands Advisory Committee, District 3, for a two-year term beginning July 1, 2016 through June 30, 2018.

Background:

The Public Lands Advisory Committee consist of six members with two appointed by the County Supervisor for each District, each residing in the District. Members of the PLAC serve two-year terms. Supervisor Searle is recommending Mr. Fred Davis be re-appointed to serve the two-year term beginning July 1, 2016 and ending on June 30, 2018.

Department's Next Steps (if approved):

Send re-appointment letter and administer the oath of office to Mr. Davis as below in BOS staff follow up.

Impact of NOT Approving/Alternatives:

There will be a vacancy on the Public Lands Advisory Committee, District 3.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Davis the standard letter from the Board office affirming his re-appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Consent 12.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
Approve Waiver for ADOT Four-Year Advance Notice for Canyon de Flores/Glenn Rd abandonment			
Submitted By:	Karen Riggs, Community Development		
Department:	Community Development	**Division:**	Highway
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Karen Riggs	**TITLE of PRESENTER:**	County Engineers
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Arizona Department of Transportation (ADOT) waiver of four-year Advance Notice of Abandonment and Pavement Quality Report for the recent ADOT construction on Glenn Road and Canyon de Flores and authorize the Chairman to sign.

Background:

ADOT has recently made improvements both on and off Highway 92 south of Sierra Vista. The main changes to Highway 92 were medians to control left turns. To accommodate needs for truck turning, there were also improvements off Highway 92 at Glenn Road and Camino de Flores/Golden Acres. ADOT took temporary rights of way/construction easements to accomplish this work. They have since turned back those rights of way except for a small portion of Golden Acres that was overlooked in the County.

This waiver should have been already sent to and signed by County for the turnback of the right of way. It was left out of the right of way package by ADOT. Therefore we are asking the Board to sign this waiver so the right of way turnback can be finalized.

This is a formality, the Board has already approved the turnbacks except for this one form.

Department's Next Steps (if approved):

Highway will submit the signed form to ADOT and the turnback can be finalized.

Impact of NOT Approving/Alternatives:

ADOT will need to formally approach the County again for this document.

To BOS Staff: Document Disposition/Follow-Up:

Return 1 signed original to Karen Riggs as soon as possible.

Attachments

Waiver

Map

FROM: Cochise County Board of Supervisors
1415 Melody Lane
Building G
Bisbee, AZ 85603–3027

TO: Arizona Department of Transportation
205 South Seventeenth Avenue, Mail Drop 612E
Phoenix, Arizona 85007–3212
Attn.: Byron Hopkins, Right of Way Group Titles Liaison
Resolution/Disposal Unit

RE: WAIVER OF A.R.S. 28–7209

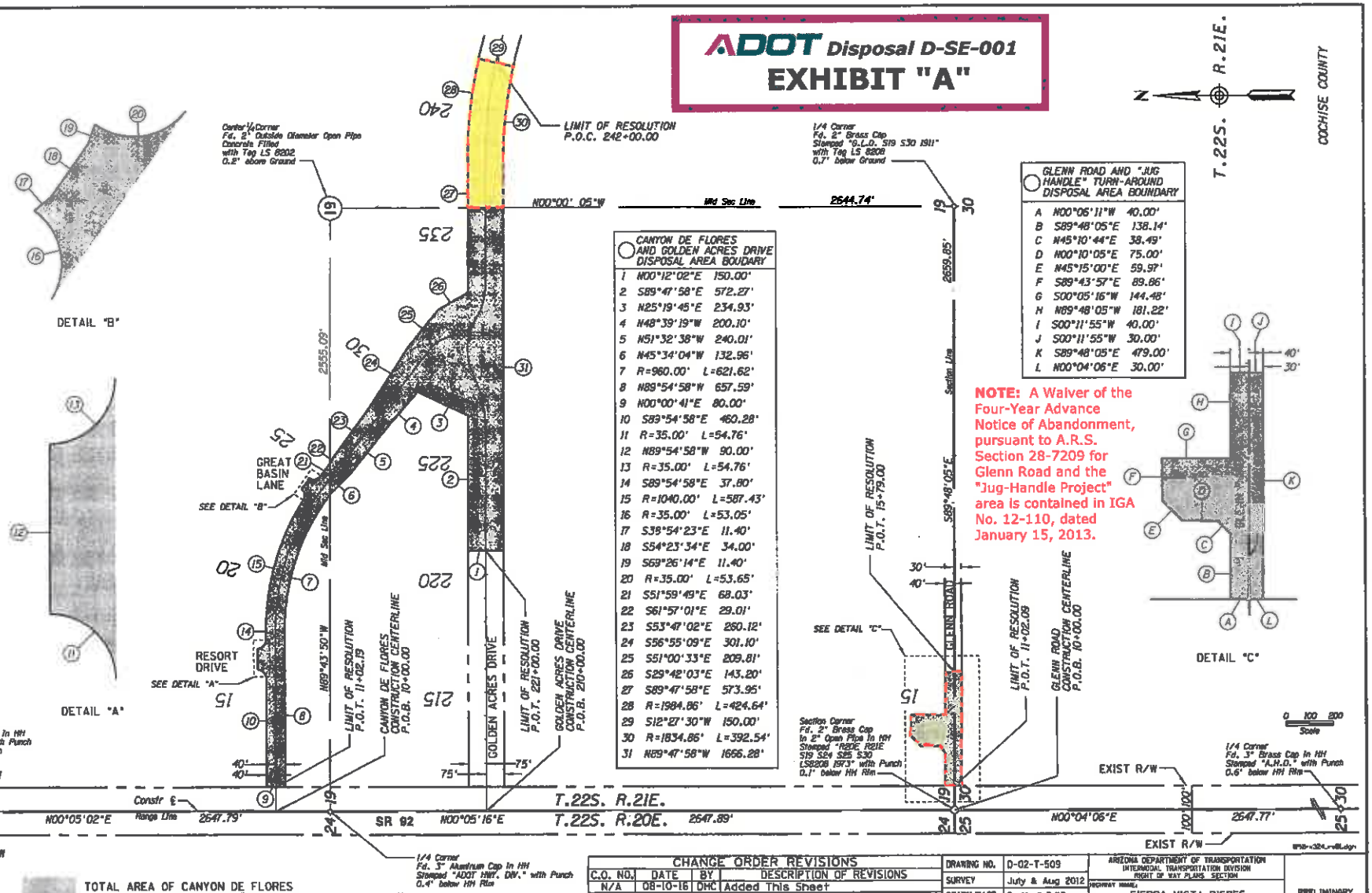
LOCATION: All that portion of Golden Acres Drive lying within the jurisdiction of the County of Cochise taken into the State Highway System to accommodate improvements in conjunction with State Route 92, as demarcated on that certain sheet of the Right of Way Plan of the SIERRA VISTA – BISBEE HIGHWAY, Canyon de Flores – Glenn Road Section, Project 092 CH 324 H7167 / 092–A(200)A, ADOT Drawing D–02–T–509, marked as EXHIBIT "A" of ADOT Disposal D–SE–001, attached hereto and made a part hereof.

— — — — WAIVER — — — —

By signing below, the Cochise County Board of Supervisors hereby waives the Four-Year Advance Notice of Abandonment and Pavement Quality Report, in accordance with the provisions of Arizona Revised Statutes Section 28–7209, which will allow the State of Arizona, by and through its Department of Transportation (ADOT) to abandon, in the near future, all of its interest in and to said right of way to the County of Cochise.

Signature Title Date

ADOT Disposal D-SE-001
EXHIBIT "A"



CANYON DE FLORES AND GOLDEN ACRES DRIVE DISPOSAL AREA BOUNDARY		
1	N00°12'02"E	150.00'
2	S89°47'58"E	572.27'
3	N25°19'45"E	234.93'
4	N48°39'19"W	200.10'
5	N51°32'38"W	240.01'
6	N45°34'04"W	132.96'
7	R=960.00'	L=621.62'
8	N89°54'58"W	657.59'
9	N00°00'41"E	80.00'
10	S89°54'58"E	460.28'
11	R=35.00'	L=54.76'
12	N89°54'58"W	90.00'
13	R=35.00'	L=54.76'
14	S89°54'58"E	37.80'
15	R=1040.00'	L=587.43'
16	R=35.00'	L=53.05'
17	S38°54'23"E	11.40'
18	S54°23'34"E	34.00'
19	S69°26'14"E	11.40'
20	R=35.00'	L=53.65'
21	S51°59'49"E	68.03'
22	S61°57'01"E	29.01'
23	S53°47'02"E	280.12'
24	S56°55'09"E	301.10'
25	S51°00'33"E	209.81'
26	S29°42'03"E	143.20'
27	S89°47'58"E	573.95'
28	R=1984.86'	L=424.64'
29	S12°27'30"W	150.00'
30	R=1834.86'	L=392.54'
31	N89°47'58"W	1666.28'

GLENN ROAD AND "JUG HANDLE" TURN-AROUND DISPOSAL AREA BOUNDARY		
A	N00°06'11"W	40.00'
B	S89°48'05"E	138.14'
C	N45°10'44"E	38.49'
D	N00°10'05"E	75.00'
E	N45°15'00"E	59.97'
F	S89°43'57"E	89.86'
G	S00°05'16"W	144.48'
H	N89°48'05"W	181.22'
I	S00°11'55"W	40.00'
J	S00°11'55"W	30.00'
K	S89°48'05"E	479.00'
L	N00°04'06"E	30.00'

NOTE: A Waiver of the Four-Year Advance Notice of Abandonment, pursuant to A.R.S. Section 28-7209 for Glenn Road and the "Jug-Handle Project" area is contained in IGA No. 12-110, dated January 15, 2013.

TOTAL AREA OF CANYON DE FLORES AND GOLDEN ACRES DRIVE DISPOSAL = 580,603 SQ. FT.

TOTAL AREA OF GLENN ROAD DISPOSAL = 52,148 SQ. FT.

TOTAL OF BOTH DISPOSAL AREAS = 632,751 SQ. FT.

CHANGE ORDER REVISIONS			
C.O. NO.	DATE	BY	DESCRIPTION OF REVISIONS
N/A	08-10-16	DMC	Added This Sheet

DRAWING NO.	D-02-T-509
SURVEY	July & Aug 2012
DRAWN/DATE	F. Abell 3/13
ADOT REVIEW	D. Casdorph

HDR Engineering, Inc.

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
RIGHT OF WAY PLANS SECTION

HIGHWAY NAME: SIERRA VISTA-BISBEE
FEDERAL AID NO.: 092-A(200)A
PROJECT NO.: 092 CH 324 H7167
ROUTE NO.: SR 92
LOCATION: Canyon De Flores-Glenn Road

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING --Created-- 08/17/16 11:19:23 AM

SHEET RESO OTL - 1

PRINTED BY: %USER%
PRINT SCALE: %SCALE%
PENTABLE: %PENTBL%
PLOTDRIVER: %PLTDRV%
PROJECT ID: %PROJECTID%
CLIENT NUMBER: 81213
PROJECTWISE DIRECTORY: %PWWARVAULTPATHDESC%
DATE: 08/17/16 11:19:23 AM

Consent 13.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
Re-appoint Rusty Winkler to the Public Lands Advisory Committee, District 2			
Submitted By:	Paul Esparza, Community Development		
Department:	Community Development	**Division:**	Planning & Zoning
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the reappointment of Mr. Rusty Winkler to the Public Lands Advisory Committee, District 2, for a two-year term beginning July 1, 2016 through June 30, 2018.

Background:

The Public Lands Advisory Committee consist of six members with two appointed by the County Supervisor for each District, each residing in the District. Members of the PLAC serve two-year terms. Supervisor English is recommending Mr. Rusty Winkler be re-appointed to serve the two-year term beginning July 1, 2016 and ending on June 30, 2018.

Department's Next Steps (if approved):

Send reappointment letter and administer oath of office to Mr. Winkler as below in BOS staff follow up.

Impact of NOT Approving/Alternatives:

There will be a vacancy on the Public Lands Advisory Committee, District 2.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Winkler the standard letter from the Board office affirming his re-appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Consent 14.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
Re-appoint Mr. Pat Edie to the Planning & Zoning Commission			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Peter Gardner	**TITLE of PRESENTER:**	Planner I
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the reappointment of Mr. Pat Edie to the Planning & Zoning Commission, for a four-year term effective January 1, 2017 through December 31, 2020.

Background:

The Planning & Zoning Commission consists of nine members, three from each District, appointed by the County Supervisor for each District, residing within the District. Members of the Planning & Zoning Commission serve staggered four-year terms. Mr. Edie's term is expiring on December 31, 2016. Supervisor English is recommending re-appointing Mr. Edie to serve another term, ending December 31, 2020.

Department's Next Steps (if approved):

Send appointment letters adn administer the oath of office to Mr. Edie as stated below in BOS Staff Follow-up.

Impact of NOT Approving/Alternatives:

After December 31, 2016, there will be a vacancy on the Planning & Zoning Commission from District 2.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Edie the standard letter from the Board affirming his appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Consent 15.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
Appoint Albert Young to the Board of Adjustment, District 2			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the appointment of Mr. Albert Young to the Board of Adjustment, District 2, for a four-year term beginning January 1, 2017 through December 31, 2020.

Background:

The Boards of Adjustment consist of three members appointed by the County Supervisor for each District, each residing in the District. Members of the Boards of Adjustment serve staggered four-year terms. As of January 1, 2017, there will be a vacancy on Board of Adjustment, District 2. Supervisor English is recommending Mr. Albert Young to serve the four year term beginning January 1, 2017 and ending December 31, 2020.

Department's Next Steps (if approved):

Send appointment letters and administer the oath of office to Mr. Young as stated below in BOS Staff follow-up.

Impact of NOT Approving/Alternatives:

After December 31, 2016, there will be a vacancy on the Board of Adjustment, District 2.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Young the standard letter from the Board office affirming her appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Consent 16.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	12/20/2016		
Appoint Paul Brick to the Board of Adjustment, District 3			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the appointment of Mr. Paul Brick to the Board of Adjustment, District 3, for a four-year term beginning January 1, 2017 through December 31, 2020.

Background:

The Boards of Adjustment consist of three members appointed by the County Supervisor for each District, each residing in the District. Members of the Boards of Adjustment serve staggered four-year terms. As of January 1, 2017, there will be a vacancy on Board of Adjustment, District 3. Supervisor Call is recommending Mr. Paul Brick to serve the four year term beginning January 1, 2017 and ending December 31, 2020.

Department's Next Steps (if approved):

Send appointment letters and administer the oath of office to Mr. Brick as stated below in BOS Staff follow-up.

Impact of NOT Approving/Alternatives:

After December 31, 2016, there will be a vacancy on the Board of Adjustment, District 3.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Brick the standard letter from the Board office affirming her appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

No file(s) attached.

Consent 17.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 12/20/2016

Approve Grant-in-Aid Agreement with Tohono O'odham Nation

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	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 Grant Agreement from the Tohono O'odham Nation for Prosecution Software for the Cochise County Attorney's Office in the amount of $17,924 for the period of November 30, 2016 to November 30, 2017.

Background:

The Nation has approved a grant for the purpose of updating our case management software

Fiscal Impact & Funding Sources: There is no Fiscal impact to the County for this; the Tohono O'odham Nation has funded the entire cost of the software, installation and training. It would save the County this money.

Department's Next Steps (if approved):

Once the funds are received we will coordinate with Spillman and the County I.T. department for the installation of the software.

Impact of NOT Approving/Alternatives:

It would have to be paid from the General fund

To BOS Staff: Document Disposition/Follow-Up:

Document Disposition / Follow Up: Send two (2) signed copies to the CAO for distribution.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

Grant Approval Form - 2016

Grant-in-Aid Agreement with Tohono O'odham Nation - 2016

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: 9-21-16

Point of Contact: Kenny Reeves

Phone Number: 520-432-8716

Department: **County Attorney**

PRIMARY GRANT

Primary Grantor: Tohono O'odham Nation

CFDA: www.CFDA.gov

Grant Title: Spillman Technologies Prosecution Software

Grant Term From: To: Total Award Amount: 17,924.00

New Grant: ☑ Yes ☐ No Grant No:

Amendment: ☐ Yes ☐ No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: **Select SP Below** District: **CW** Mandated by Law ☐ Yes ☑ No

Number of Positions Funded: 0

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

Obtain Spillman Prosecutor Software and training.

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: 0.00

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: (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: Spillman Technologies Funder: Tohono O'odham Nation

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.

Grant-in-Aid Agreement
between
the Tohono O'odham Nation
and
Cochise County

THIS GRANT-IN-AID AGREEMENT ("Grant") is entered into as of the _____ day of _____, 2016, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and the Cochise County, a body politic and public agency of the State of Arizona ("Grantee").

RECITALS

A. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O'odham Nation with Federal, State, and local governments.

B. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O'odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

C. Cochise County is authorized and empowered to enter into this intergovernmental, grant-in-aid, agreement pursuant to A.R.S. §11-952.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

PROVISIONS

1. Purpose. The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

2. Contribution. The Nation shall issue payment to the Cochise County in the amount described in Exhibit "A" (the "Contribution") for the purpose(s) detailed in Exhibit "A" on or about November 30, 2016.

3. Funding. The Contribution payment shall be delivered to the Cochise County, without any further notice or invoice required, at the address set forth in Paragraph 7 below, upon the complete execution of this Grant.

4. **Money Unclaimed.** In the event that the Cochise County fails to accept the grant funding on or before January 1, 2017, this Grant will be deemed to have been terminated by the Cochise County and the Nation will award the grant funding to another applicant.

5. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Grant shall be resolved through informal dispute resolution. For all disputes arising under this agreement the Nation and the Cochise County shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

6. **Reports:** Unless otherwise extended by the Nation upon request of the Cochise County, and no later than July 31, 2017, Cochise County shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of the Cochise County and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within thirty (30) days of the end of this Agreement.

7. **Notices.** Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Edward D. Manuel
Chairman
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

and

Special Counsel
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

If to Cochise County:

Arlethe Rios
Clerk of the Board
Cochise County Board of Supervisors
1415 Melody Lane
Building G
Bisbee, AZ 85603
520-432-9200

If to the Cochise County Attorney's Office:

Kenny Reeves
Administrative Manager
Cochise County Attorney's Office
150 Quality Hill Road
PO Drawer CA
Bisbee, AZ 85603
520-432-8716

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

8. Term of Grant. The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant.

9. Entire Grant, Waivers and Amendments. This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. **Including this document, the Addendum, and Exhibit "A,"** this Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

10. No Waiver. Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

11. Severability. If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. Sovereign Immunity. Nothing in this Grant shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

///

TOHONO O'ODHAM NATION

_____
Edward D. Manuel, Chairman

Tohono O'odham Nation

Dated_____

Approved as to form:

_____
Laura Berglan, Acting Attorney General

Tohono O'odham Nation

Dated_____

COCHISE COUNTY

_____
Chair: Board of Supervisors

Cochise County

Dated_____

Approved as to form:

_____
Lauri J. Owen, Civil Deputy County Attorney

For Cochise County

Dated 12/05/2016

Attest:

_____
Arlethe Rios, Clerk of the Board

Cochise County

Dated_____

EXHIBIT "A"

Program	**Contribution**
Purchase Prosecution Software	$17,924.00
TOTAL	**$17,924.00**

ADDENDUM to GRANT-IN-AID AGREEMENT
BETWEEN COCHISE COUNTY AND THE TOHONO O'ODHAM NATION

Notwithstanding anything to the contrary in the Grant-In-Aid Agreement:

1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2. **CONFLICT OF INTEREST:** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

3. **NO BOYCOTT OF ISRAEL.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

4. **COMPLIANCE WITH IMMIGRATION LAWS.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

5. **INSPECTION AND AUDIT:** The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

6. **PUBLIC RECORDS LAW:** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

7. **JURISDICTION AND APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

Signed this _____ day of _____, 2016:

RICHARD SEARLE
CHAIR: BOARD OF SUPERVISORS OF
COCHISE COUNTY

FOR THE TOHONO O'ODHAM NATION

APPROVED AS TO FORM:

LAURI J. OWEN
CIVIL DEPUTY COCHISE COUNTY
ATTORNEY

ATTEST:

ARLETHE RIOS
CLERK OF THE COCHISE COUNTY
BOARD

			Consent 18.
Regular Board of Supervisors Meeting			**County Attorney**
Meeting Date:	12/20/2016		
Approve IGA for Legal Services for the City of Bisbee			
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:**	2
NAME of PRESENTER:	Britt Hanson	**TITLE of PRESENTER:**	Chief Civil Deputy
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) with the City of Bisbee for Legal Services for the period of July 3, 2017 to June 29, 2019.

Background:

The City of Bisbee has been contracting for a part time City Attorney but has voted to terminate that contract. The City has asked the County Attorney if we can provide City Attorney services. Pursuant to A.R.S. § 11-532(E), the County Attorney can provide legal services to another political subdivision through an IGA.

We told Bisbee that while we would be pleased to do so, we don't have extra attorney time to spare, and thus to provide such services we would need to add a position.

Bisbee has budgeted $60,000 for this position. That would not be sufficient to hire an attorney. However, it would be enough to hire an additional Paralegal III or Legal Secretary III, either of whom could take a load off the three Civil Division Attorneys. We believe hat would free time to enable us to provide legal services.

The $60,000 would cover salary for either position, EREs including health insurance, and one-time costs for a computer, software and a telephone, with enough left over for office supplies and other miscellaneous costs.

We also informed Bisbee that because we were hiring a position based on this funding, we would require a two year term with a 120 day intent not to renew. These terms are included in the IGA that is attached to this agenda item.

As structured, we believe that this IGA will be beneficial to Bisbee, the County Attorney and the County. We are recommending approval.

Because the Paralegal III or Legal Secretary III are new positions, the Board would need to approve those positions. That is the subject of a related agenda item.

Department's Next Steps (if approved):

If approved, the County Attorney will begin providing legal services for the City of Bisbee beginning July 3, 2017.

Impact of NOT Approving/Alternatives:

The City of Bisbee will need to find another source of legal services.

To BOS Staff: Document Disposition/Follow-Up:

Route the IGA to the County Attorney and Board Chair to sign.

Attachments

Interngovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
FOR LEGAL SERVICES

This Intergovernmental Agreement for Legal Services ("Agreement") is entered into among the Cochise County Board of Supervisors, ("Board"), the Cochise County Attorney ("County Attorney") and the City of Bisbee ("Bisbee"),

RECITALS:

A. Bisbee requires legal representation and requests that the County Attorney provide that service; and

B. The County Attorney is authorized to provide that legal representation pursuant to A.R.S. § 11-532.E; and

C. The Board, County Attorney and Bisbee are authorized to enter into this Intergovernmental Agreement for Legal Services pursuant to A.R.S. § 11-952 and are willing to do so pursuant to the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Purpose**: The purpose of this Agreement is for the County Attorney to provide prompt, efficient and professional legal services to Bisbee.

2. **Term**: The term of this Agreement shall be from July 3, 2017 to June 29, 2019. This Agreement will be renewed for a two year term unless any party informs the other parties in writing of its intent not to renew at least one hundred and twenty (120) days before July 3, 2017.

3. **Duties of Bisbee:**

a) Bisbee shall pay to the County Attorney $60,000 per year to provide the legal representation to Bisbee as set forth herein, payable in equal monthly installments of $5,000 beginning on July 3, 2017;

b) Bisbee shall provide an office for County Attorney civil deputies or staff at its city hall, and IT support to allow County Attorney civil deputies to receive emails, phone calls and other communications at city offices and on their County computers, phones and smart phones;

c) Bisbee shall pay the cost of one civil deputy to attend the City Attorneys' annual meeting sponsored by the Arizona League of Cities and Towns, including tuition, hotel, per diem and travel;

d) Bisbee will reimburse the County for any travel expenses incurred in the course of representing Bisbee; such travel expenses shall be at the rate charged by the County.

4. **Duties of County Attorney**: County Attorney shall:

a. Use the funds from Bisbee to provide salaries, benefits, support staff, equipment and offices sufficient to provide prompt, efficient and professional legal representation.

b. The County Attorney will maintain a confidential, attorney/client relationship with Bisbee with regard to legal representation and advice to Bisbee. The County Attorney will not represent Bisbee in any claim or action against the County, unless the conflict is waived by all parties thereto. In the case of a conflict between Bisbee and the County in negotiating an agreement or resolving an issue, and such conflict is not waived by all parties thereto, to the extent permitted by the Arizona Rules of Professional Conduct, the County Attorney may represent the County if it the County Attorney does not possess information confidential to Bisbee concerning the matter, and Bisbee shall provide for its own legal representation as it deems fit;

c. The legal representation provided by the County Attorney will include all legal representation deemed necessary or desirable by Bisbee except:

i) consultation, claims and/or lawsuits that can be referred to Bisbee's insurance carrier;

ii) any litigation brought by or against either Bisbee in which the opposing party(ies) are represented by an attorney. In that case, the County Attorney will determine whether it is sufficiently staffed to provide such representation and either provide such representation or assist Bisbee in obtaining outside counsel to provide such representation;

d. It is understood that the County Attorney may employ its several attorneys, legal secretaries and paralegal in advising, representing and managing its representation of Bisbee; provided, however, that it will assign one attorney as its primary point of contact for Bisbee;

5. **Disposition of Property upon Termination**: The parties do not anticipate the purchase of any property pursuant to this Agreement. Any property that is acquired by the County Attorney with the funds provided will remain with the County Attorney.

6. **Termination**:

a. Conflict of Interest Cancellation. This Agreement can be canceled without penalty or further obligation pursuant to A.R.S. § 38-511.

b. Termination for Nonpayment. Bisbee's failure to make the required payment when due constitutes cause for termination upon thirty (30) days' prior written notice from the County Attorney.

c. By Agreement. This Agreement may be terminated at any time by agreement of the parties.

7. **Contract Applicability to Third Parties**: The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any third party of any kind whatsoever.

8. **Workers' Compensation**: An employee of any party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be deemed to be Cochise County, which shall be solely liable for any workers' compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

> *All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.*

9. **Non-Discrimination**: The parties agree to comply with all applicable federal and state laws prohibiting discrimination on the basis of race, sex, national origin, disability, religion, color or age. Such laws include, but are not limited to, Executive Order 99-4, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments Act of 1972.

10. **Inspection and Audit:** Each party agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, each party agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

11. **Jurisdiction and Applicable Law:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

12. **Attorney Review of this IGA:** Pursuant to A.R.S. § 11-952, this Agreement must be reviewed by an attorney for Bisbee and the Board. It is understood and agreed that each party has authorized the County Attorney to review and approve this Agreement on its behalf and waives any conflict arising from such review and approval; provided, however, that Bisbee, at its option, may retain another attorney to review and approve this Agreement.

13. **Execution in counterpart**: This Agreement may be executed by its contracting parties in duplicate counterparts, each one of which shall constitute a binding contract document when signed.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

COCHISE COUNTY ATTORNEY

By: _____ _____

Brian McIntyre — Date

Cochise County Attorney

///

///

COCHISE COUNTY BOARD of SUPERVISORS

By: _____ _____
Richard Searle, Chairman Date

ATTEST:

_____ _____
Arlethe Rios Date
Clerk of the Board

CITY of BISBEE

By: _____ 12-7-16
David Smith, Mayor Date

ATTEST:

_____ 12-7-16
Ashlee Coronado, City Clerk Date

The above Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties 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 to each of the parties.

APPROVED:

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

Consent 19.

Regular Board of Supervisors Meeting **Emergency Services**

Meeting Date: 12/20/2016

Renewal of Dos Cabezas Right of Way

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Norm Sturm

TITLE of PRESENTER: ES Coordinator

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve renewal of R/W No. 18-101928 for Dos Cabezas radio tower access right-of-way with the Arizona State Land Department effective August 23, 2016 to August 22, 2026.

Background:

Cochise County maintains a right of way agreement with the Arizona Land Lease Department for a service road access to the Dos Cabezas radio tower site. This agenda item is a standard 10-year renewal of the agreement.

Department's Next Steps (if approved):

Upon approval and signature of both original documents, the documents will be submitted to the Arizona State Land Department along with a proof of insurance certificate.

Impact of NOT Approving/Alternatives:

If not approved, the County will loose road access to the Dos Cabezes radio tower.

To BOS Staff: Document Disposition/Follow-Up:

Please call Norm Sturm (520.559.2147) to pick up the documents as soon as the originals are signed. We need to get the packets to the State before the end of the month.

Budget Information

Information about available funds

Budgeted: ◉ **Funds Available:** ◉ **Amount Available:** 16000

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1: 100-3600-9-428.900

Fund Transfers

Fiscal Year: 2016

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

Ongoing Costs? ($$$): 0

County Match Required? ($$$):

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

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

There is no current fee for this right of way.

Attachments

Dos Cabezas Right of Way

STATE LAND DEPARTMENT
STATE OF ARIZONA

Right of Way

R/W No. 18-101928

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

COCHISE COUNTY

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1
SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2
TERM

2.1 The term of this Right of Way commences on August 23, 2016 ("Commencement Date"), and expires on August 22, 2026 ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3
RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Service road

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5
CONFORMITY TO LAW

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6
CANCELLATION, TERMINATION AND ABANDONMENT

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7
INDEMNITY

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (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 fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8
RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9
LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10
NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11
GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the

occupancy thereof by Grantee.

ARTICLE 12
MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way 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 any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

ADDITIONAL CONDITIONS

These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 The purpose of this Right of Way is for a Non-Exclusive Service Road and is for the benefit of the Grantee and/or its authorized users to access Grantee's land. Grantee may not grant authorization for use of this non-exclusive Service Road to any person or persons not associated with Grantee, assignee or its successors.

1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.3 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.3.1 All vehicles and/or equipment entering State Trust land for maintenance of the Subject Land shall be power washed, including the undercarriage, to prevent the spread of noxious weeds.

2.4 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.5 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.6 All equipment shall be removed from the site within seven (7) days of project completion.

2.7 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.8 For construction after August 22, 2016: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.9 For ground disturbance after August 22, 2016: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.10 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal,

handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or

presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 If any ground disturbing activities associated with this Right of Way are to occur on Arizona State Trust land in areas not previously subjected to cultural resources survey, additional cultural resources inventory will be required PRIOR TO any such disturbance. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.2 Should previously undocumented cultural resources be identified during any project-related construction or maintenance activities, all such work shall cease in the immediate vicinity of the remains, and pursuant to A.R.S. §41-844, the Director of the Arizona State Museum shall be immediately notified; the Manager of the Cultural Resources Management Program at Arizona State Land Department (ASLD) shall also be notified. Should human remains or funerary objects be identified, the Repatriation Coordinator of the Arizona State Museum shall be notified immediately; the Manager of the Cultural Resources Management Program at ASLD shall also be notified.

4.3 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.4 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.5 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.6 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.7 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.8 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.8.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.9 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.10 Grantee shall salvage or replant cactus and other protected plants.

4.11 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. SERVICE / ACCESS ROADS

5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.

5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.

5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.

5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.

5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.

5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.

5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.

6. EXISTING LESSEES

6.1 This Right of Way is associated with Grantor's issued Commercial Lease/ No. 03-072850 and shall be void upon non-issuance or cancellation of the associated Commercial Lease or its successor.

6.1.1 This Right of Way shall only be used by Grantee in conjunction with associated Commercial Lease No. 03-072850 and prohibits subleasing of any type.

6.1.2 The Grantee, or its successors or assigns, shall relocate that portion(s) of the Cochise County service road and any associated appurtenances or portion(s) thereof associated with or affecting Commercial Lease No. 03-072850 (together, the "Commercial Leases") if any Lessee, Grantee or Permittee of the Leases, Rights of Way or Permits determines in its reasonable discretion that relocation is necessary to effectuate the purpose(s) of the Commercial Leases, Rights of Way or Permits during the term of Commercial Leases. Cochise County shall be responsible for any costs associated with the relocation of its service road or any associated appurtenances.

6.2 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

6.3 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

6.4 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

6.5 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

6.5.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

7. MISCELLANEOUS

7.1 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

7.2 No altering of existing drainages or drainage structures is authorized under this instrument.

7.3 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

7.4 The following provision shall be deemed added at the end of Section 6.2 *of* Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

> **"Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period."**

7.5 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

8. EXHIBITS

8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

EXHIBIT A Legal Description and/or Visual Depiction of Right of Way
EXHIBIT B Insurance Rider

BY SIGNATURE BELOW, ALL TERMS ARE AGREED TO AND ACCEPTED BY GRANTEE

By: _____

Title: _____

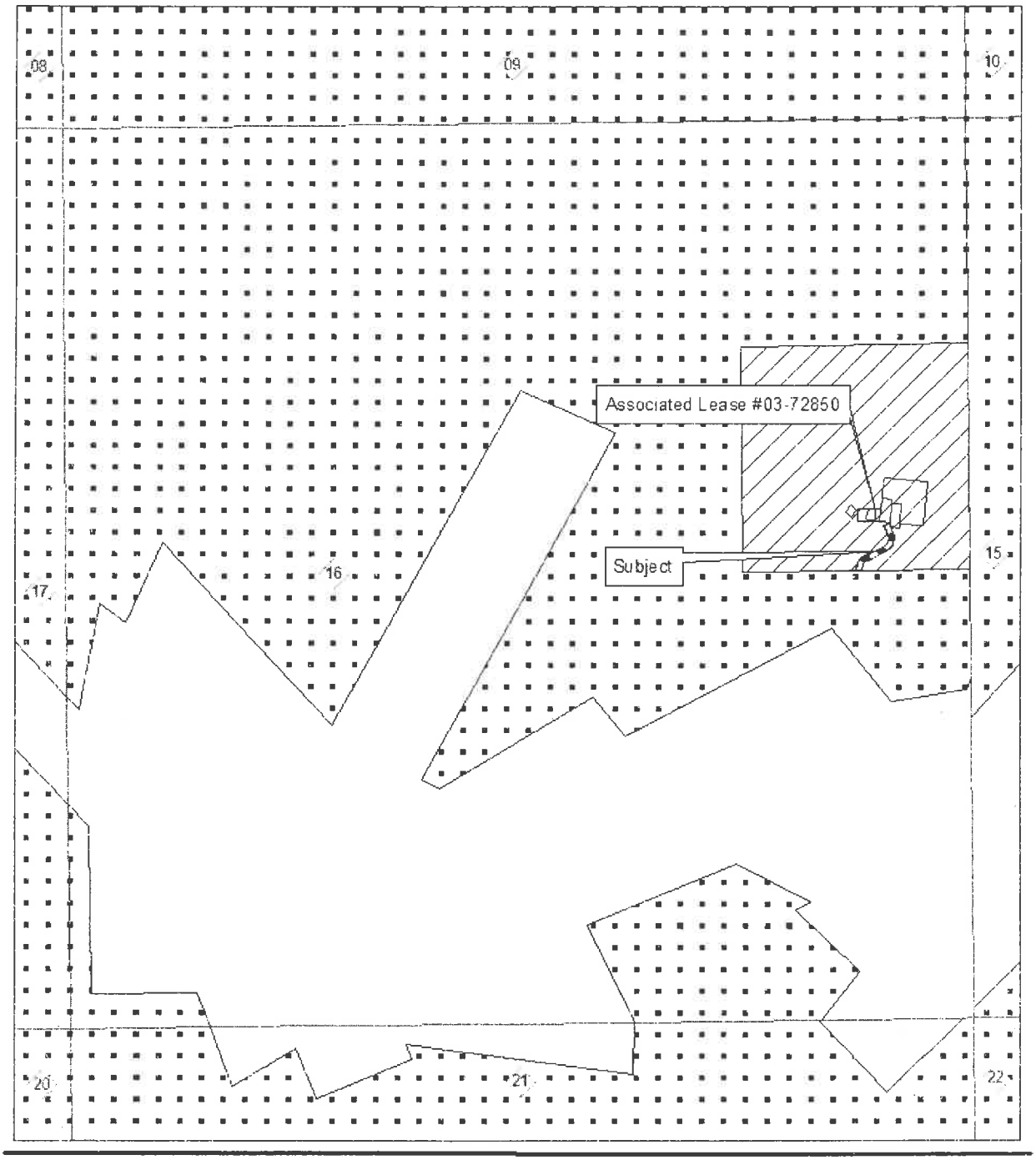
Date: _____

[Remainder of this page left blank intentionally]

ADDITIONAL CONDITIONS

18-101928-00-002

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



Legend

- 18-101928 Subject
- Public Land Ownership
- Private
- BLM
- State Trust

N
W E
S

Township 14 South
Range 27 East
Section 16
Cochise County
Arizona

EXHIBIT B
INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable 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, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, 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 Grantee'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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

R-2 *Insurance Requirements* for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

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

General Aggregate:	$2,000,000.00
Products-Completed Operations Aggregate:	$1,000,000.00
Personal and Advertising Injury:	$1,000,000.00
Each Occurrence:	$1,000,000.00
Blanket Contractual Liability-Written and Oral:	$1,000,000.00
Damage to Rented Premises:	$ 50,000.00
Each Occurrence	$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

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

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

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

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

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

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

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

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

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

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed

under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

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

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of

Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

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

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 1 November 2016
RUN TIME: 14:32 PM
PAGE: 1

KE-LEASE# 018-101928-00-002 APPTYPE: RENEWAL
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
14.0-S-27.0-E-16-02-031-9001	M&B THRU SENE	0.00	0.280
	TOTALS	0.00	0.280

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: _____
Date

(SEAL)

COCHISE COUNTY
GRANTEE

_____
Authorized Signature **Date**

_____
Printed Name **Title**

1415 MELODY LN, BLDG A
Address

BISBEE AZ 85603
City **State** **Zip**

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

_____ _____

Grantee's Signature **Date**

Title _____

Return To: **Arizona State Land Department**
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007

Consent 20.

Regular Board of Supervisors Meeting **Emergency Services**

Meeting Date: 12/20/2016

Texas Canyon Land Lease Renewal

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Norm Sturm

TITLE of PRESENTER: ES Coordinator

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve renewal of Permit No. 23-118970-03 for the Texas Canyon radio tower land lease with the Arizona State Land Department in the amount of $2,400 effective August 16, 2016 to August 17, 2018.

Background:

Cochise County maintains a land lease agreement with the Arizona Land Lease Department for the Texas Canyon radio tower site. Plans are to add a, equipment cabinet to the tower site. This agenda item is a standard 10-year renewal of the agreement.

Department's Next Steps (if approved):

Upon approval and signature of both original documents, the documents will be submitted to the Arizona State Land Department along with a proof of insurance certificate.

Impact of NOT Approving/Alternatives:

If not approved, the County will loose land access for the Texas Canyon radio tower.

To BOS Staff: Document Disposition/Follow-Up:

Please call Norm Sturm (520.559.2147) to pick up the documents as soon as the originals are signed. We need to get the packets to the State before the end of the month.

Budget Information

Information about available funds

Budgeted: ◉ **Funds Available:** ◉ **Amount Available:** 16000

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1: 100-3600-9-428.900

Fund Transfers

Fiscal Year: 2016

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

Ongoing Costs? ($$$): 2400

County Match Required? ($$$):

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

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

There is a $2400 annual fee for this land lease. This ongoing cost has been budgeted for at least the past 10 years and is not a new expense. As the Office of Emergency Services is covering the cost out of our budget, there is a 50% reimbursement through the EMPG grant.

Attachments

Texas Canyon Land Lease

STATE LAND DEPARTMENT
STATE OF ARIZONA

SPECIAL LAND USE PERMIT

Permit No. 23-118970-03
Site I.D.:

THIS SPECIAL LAND USE PERMIT ("Permit") is entered into by and between the State of Arizona, Arizona State Land Department ("Permittor"), through the State Land Commissioner ("Commissioner") and

COCHISE COUNTY GOVERNMENT

("Permittee"). In consideration of the payment of a fee and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

ARTICLE 1
SUBJECT LAND

1.1 Permittor grants to Permittee a non-exclusive permit for special use on the State Land described in Appendix A attached hereto (the "Subject Land").

1.2 Permittee makes use of the Subject Land "as is" and Permittor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2
TERM

2.1 The term of this Permit commences on August 18, 2016, ("Commencement Date") and expires on August 17, 2018, ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law. This Permit expires on the date indicated and carries no holdover rights.

2.2 The Permittee will not assign the Subject Land herein described in this Permit without the written consent of the State Land Commissioner, first obtained, and will, upon the expiration of the Permit surrender peaceable possession of said land.

ARTICLE 3
FEE

3.1 Permittee agrees to pay as a fee for this Permit the following amount, due and payable in advance on the Commencement Date, and each year thereafter on the anniversary of the Commencement Date:

$2,400.00 annually comprised of $1,800.00 co-location fee plus $600.00 access fee

3.2 If Permittee should fail to pay the fee when due, the Commissioner at his option, may cancel this Permit or declare the same forfeited.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.4 The State of Arizona shall be forever wholly absolved from any liability for damages which might result to the Permittee herein on account of this Permit having been forfeited for nonpayment of fees due thereunder prior to the expiration of the full time for which it is issued.

ARTICLE 4
PERMITTED USE

4.1 This Permit grants authority only for the following specific purpose and temporary structures; any other use by the Permittee of the land described herein, or of any of the products therefrom, except as provided below, is expressly prohibited: ***Placement, maintenance and operation of wireless telecommunication antenna facility on existing telecommunications tower, and related equipment cabinets and facilities on or below ground, all within existing Lease No.03-72450. The holder of Lease No. 03-72450, (Lessee) Southwest Transmission Co-op., is the owner of any existing tower, and any replacement tower, located on Subject Land. Co-location of other compatible and similar communication users permitted only with express, written authorization of Permittor.***

4.2 This Permit is subject to any leases, rights of way, and permits which may exist, and any and all present commitments in connection with those leases and permits. Permittee shall in no way interfere with the peaceful possession and use of the Subject Land by a valid surface leaseholder or permittee of the Subject Land.

4.3 Permittor reserves the right to grant rights of way and easements over, across, or upon the lands embraced in this Permit for public highways, railroads, tramways, telephone, telegraph and transmission lines, pipe lines, irrigation works, flood control, drainage works, logging and other purposes, and this Permit is issued subject to all existing rights of way.

4.4 Permittee shall not cause nor grant permission to another to cause any waste in or upon the Subject Land. Permittee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Permittor, except that Permittee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land without such prior consent. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 5
CONFORMITY TO LAW

5.1 Permittee shall not use or permit the Subject Land to be used in any manner that is not in conformity with all applicable Federal, State, County and municipal laws, rules and regulations, unless Permittor determines and advises Permittee in writing otherwise.

5.2 This Permit shall terminate if Permittee is unable to or fails to obtain or loses any governmental approval that is prerequisite to the special use for which this Permit is issued, or that is necessary to construct, maintain or operate any facilities on the site in connection with that special use.

ARTICLE 6
IMPROVEMENTS

6.1 Any and all structures placed by Permittee upon the Subject Land shall be temporary and removable, and shall be removed upon expiration, cancellation, revocation or termination of this Permit. The placement of permanent improvements upon the Subject Land by Permittee is expressly prohibited; any permanent improvements so placed upon the Subject Land by Permittee shall be removed by Permittee without damage to the Subject Land or at the option of Permittor shall be forfeited and become the property of the State. Permittee shall remain liable for the cost of removal of all improvements and for restoration of the Subject Land, as set forth more fully in Article 13.

6.2 If at any time after the execution of this Permit it is shown to the satisfaction of the State Land Commissioner that the Permittee herein has misrepresented, by implication or otherwise the value of any reimbursable improvements placed upon the land herein embraced and Permittee herein not being the owner of said improvements at the time of the execution of this Permit, this Permit shall be null and void, at the option of the State Land Commissioner, insofar as it relates to the land upon which said improvements are situated.

ARTICLE 7
CANCELLATION, TERMINATION & ABANDONMENT

7.1 If at any time after the execution of this Permit, it is shown to the satisfaction of the Commissioner, that there has been fraud or collusion upon the part of Permittee to

obtain or hold this Permit at a lesser fee than its value, or through such fraud and collusion a former permittee of the Subject Land has been allowed to escape payment of the fee due for the use of said land by the former permittee, this Permit shall be null and void, at the option of the Commissioner, insofar as it relates to the land affected by said fraud or collusion.

7.2 Permittee shall give Permittor 25 days notice in writing in advance of the abandonment of said Subject Land or termination of these presents.

7.3 In the event any land affected by this Permit is reclassified by order of the State Land Commissioner, or sold, this Permit will automatically cancel as to the land reclassified or sold upon the issuance of a new lease or at the time of auction, whichever occurs first.

7.4 If Permittee should fail to keep the covenants and conditions herein set forth, the Commissioner, at his option, may cancel said Permit.

7.5 This Special Land Use Permit shall be terminable at will with 25 days written notice.

7.6 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 8
INSURANCE AND INDEMNITY

8.1 Indemnity. Permittee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "State of Arizona") 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 Permittee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Permittee's occupancy and use of the Subject Land. It is the specific intention of the parties that the State of Arizona shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Arizona, be indemnified by Permittee from and against any and all Claims. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8.2 Insurance Requirements. Permittee shall procure and maintain for the duration of the Permit insurance against claims for injury to persons or damage to property which may arise from or in connection with this Permit. The insurance requirements herein are minimum requirements for this Permit and in no way limit the

indemnity covenants contained in this Permit. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Permittee from liabilities that might arise out of this Permit. Permittee is free to purchase such additional insurance as Permittee determines necessary.

A. Minimum Scope and Limits of Insurance. Permittee shall provide coverage with limits of liability not less than those stated below:

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

General Aggregate:	**$2,000,000.00**
Personal Injury:	**$1,000,000.00**
Each Occurrence:	**$1,000,000.00**
Blanket Contractual Liability:	**$1,000,000.00**
Fire Damage (Any one fire):	**$500,000.00**

The policy shall be endorsed to or automatically include the following as additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Permit, as their interests may appear."

The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees for losses arising from the Permittee.

Each liability policy or policies shall be written on an occurrence basis. Furthermore, the minimum amount of coverage for the above shall be adjusted upward on Permittor's reasonable request to be made no more frequently than once every two (2) years so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater.

B. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

1. The Permittee's insurance coverage shall be primary insurance with respect to all other available sources.

2. Permittee's liability and indemnification obligations pursuant to this Permit shall not be limited by the coverage provided by Permittee.

C. Notice of Cancellation. Unless evidence of replacement coverage equivalent to or exceeding the requirements of the Permit is verified according to subsection E below, each insurance policy required by the insurance provisions of this Permit shall not be cancelled or reduced below the requirements of this Permit in coverage or in limits except after thirty (30) days' prior written notice has been given to the State of Arizona (ten (10) days prior written notice due to non-payment). Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved nonadmitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

E. Verification of Coverage. Permittee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Permit. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before the Permit Term commences. Each insurance policy required by this Permit must be in effect at or prior to the commencement of the Permit and must remain in effect for the duration of the Permit. Failure to maintain the insurance policies as required by this Permit or to provide timely evidence of renewal will be considered a material breach of the Permit.

All certificates required by this Permit shall be sent directly to The Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. Permit number and location description are to be noted on the certificate of insurance. In the event a claim is presented against the state relating to this site or use of this site, or in the event a default has occurred under this Permit, the State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Permit at any time, thereafter, subject to such confidentiality as is permitted pursuant to applicable laws, rules and regulations.

F. Approval. Any modification or variation from the insurance requirements in this Permit shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Permit amendment, but may be made by administrative action.

G. Exceptions. In the event the Permittee or sub-Lessee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide Certificate of Self Insurance. If the Permittee or sub-Lessee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

H. Blanket Umbrella Policy. Anything in this Section to the contrary notwithstanding, any insurance which Permittee is required to obtain pursuant to this Section may be carried under a "blanket" or umbrella policy or policies covering other properties or liabilities of Permittee, so long as the "blanket" or umbrella policy or policies otherwise comply with the provisions of this Section and provided further that the policies provide for a reserved amount with respect to the Subject Land so as to assure that the amount of insurance required by this Section will be available notwithstanding any losses with respect to other property covered by the blanket policies.

ARTICLE 9
ENVIRONMENTAL MATTERS

9.1 For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Permit, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in Environmental Laws.

9.2 Permittee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Permittee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to the Permittor within ten business days of receipt of the permit; (3) provide copies of all documentation required by Environmental Laws to the Permittor within ten business days of Permittee's submittal and/or receipt of the documentation; (4) during the term of the Permit, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances by Permittee and its agents, employees or contractors, within the Subject Land without prior written authorization from the Permittor. Permittee shall use commercially reasonable efforts to preclude use of Permittee's portion of the Subject Land by unauthorized persons.

9.3 Permittee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Permittee and Permittee business and monitoring Permittee's continued compliance with applicable Environmental Laws. Upon request by the Permittor, Permittee shall make the Designated Compliance Officer available to discuss Permittee's compliance, answer any questions, and provide such reports and confirming information as the Permittor may reasonably request.

9.4 At any time, the Permittor may request the Permittee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Permittee shall pay the entire cost of the audit.

9.5 At any time during the term of the Permit, the Permittor may require Permittee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If, based upon the Phase I environmental assessment or its own independent investigation, the Permittor identifies any possible violation of Environmental Laws or the terms of this Permit by Permittee or its agents, employees, or contractors, the Permittor may require Permittee to conduct additional environmental assessments as the Permittor deems appropriate for the purpose of ensuring that the Subject Lands are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by the Permittor, shall be obtained for the benefit of both Permittee and the Permittor. A copy of the Phase I report shall be provided both to Permittee and the Permittor. The Permittor, in its sole discretion, shall have the right to require Permittee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws by Permittee or its agents, employees or contractors. If Permittee fails to obtain any assessments required by the Permittor, Permittee shall pay the entire costs of any and all assessments required by the Permittor, notwithstanding the expiration or termination of the Permit.

9.6 Permittee shall defend, indemnify and hold the Permittor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against the Permittor in any way relating to or arising out of any non-compliance with any Environmental Laws by Permittee or its agents, employees or contractors, the existence or presence of any Regulated Substance, on, under, or from the Subject Land due to the acts or omissions of Permittee or its agents, employees or contractors, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land due to the acts or omissions of Permittee or its agents, employees, contractors or subcontractors.

9.7 This indemnity shall survive the expiration or termination of this Permit and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

9.8 In the event any action or claim is brought or asserted against the Permittor which is or may be covered by this indemnity, the Permittee shall fully participate, at Permittee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. For indemnified matters, all final decisions concerning the defense shall be reasonably approved by Permittor. The Permittee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Permit.

9.9 Prior to the termination of the Permit and in addition to those obligations set forth in Article 13.2, Permittee shall restore the Subject Land by removing any and all Regulated Substances deposited by Permittee or its agents, employees or contractors. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by the Permittee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, the Permittee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that the Permittee first occupied the Subject Land, to the satisfaction of the Permittor. In any event, any damage, destruction, or restoration by Permittee shall not relieve Permittee from its obligations and liabilities under this Permit. The Permittee's restoration obligations under this Section shall survive the expiration or the termination of the Permit.

ARTICLE 10
PERMIT; SEVERABILITY

10.1 This Permit does not create a lease, easement, or other estate or right in the real property. In the event this document or any supplemental attachments contains any wording that a court of law interprets as creating a leasehold interest, that wording shall be void but shall not affect the remaining terms and conditions of the Permit.

ARTICLE 11
RESERVATIONS; RELINQUISHMENTS

11.1 Permittor excepts and reserves out of the Permit hereby made, all oils, gases, coal, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the Subject Land or any part thereof.

11.2 Permittor reserves the right to relinquish to the United States lands needed for irrigation works in connection with a government reclamation project, and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigating plants or works, railroads, tramways, transmission lines, or any other purpose or use on or over the Subject Land.

ARTICLE 12
NATIVE PLANTS AND CULTURAL RESOURCES

12.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Permittee, Permittee's employees, and Permittee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Permittor pursuant to the terms of this Permit. Permittee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Permittor.

(b) Pursuant to A.R.S. § 41-844, Permittee shall report to the Director of the Arizona State Museum and Permittor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Permittee, Permittee's employees, or Permittee's guests, and shall, in consultation with the Director of the Arizona State Museum and Permittor, immediately take all reasonable steps to secure the preservation of the discovery.

12.2 (a) Permittee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Permittor. For undeveloped land, the Permittee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Permittee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Permittee removes the native plants, the Permittee must pay a vegetation fee to the Permittor and this fee is not a reimbursable improvement.

(b) Permittee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 13
PERMITTEE SHALL PROTECT AND RESTORE SUBJECT LAND

13.1 In the event of known trespass on the Subject Land resulting in damage thereto, Permittee shall notify Permittor and appropriate law enforcement authorities.

13.2 Upon abandonment, cancellation, revocation or termination of this Permit, Subject Land shall be restored to its original condition, to the satisfaction of the Permittor. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by Permittee on Subject Land. If Permittee fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the Permittor, they shall be forfeited and become the property of the State, but Permittee shall remain liable for the cost of removal of all materials and for restoration of the site.

ARTICLE 14
MISCELLANEOUS

14.1 It is understood by Permittee that the establishment of any water right, or rights, shall be by and for the State of Arizona, and no claim thereto shall be made by said Permittee; such rights shall attach to and become appurtenant to the Subject Land.

14.2 This Permit is granted subject to all the provisions and requirements thereto, and to the present laws relating to State Lands, and all amendments, revisions or repeals of all existing laws, the same as though they were fully set forth herein. No provisions of this Permit shall create any vested right in Permittee.

14.3 In the event of a dispute between the parties to this Permit, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 In any action arising out of this Permit, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Permittor, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

14.5 This document is submitted for examination and shall have no binding effect on the parties unless and until executed by Permittor (after execution by Permittee), and a fully executed copy is delivered to the Permittee.

14.6 Permittee shall adhere to all rules, regulations, ordinances, and building codes as promulgated by local jurisdictions and any applicable agencies.

14.7 All of the covenants, conditions and agreements, attached to this Permit, shall be, become and are a part of the Permit, the same as though set forth in full over the signatures of the contracting parties hereto.

14.8 Every obligation of the State under this Permit is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds

are not allocated and available for the continuance of this Permit, this Permit 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 any damages as a result of termination under this paragraph.

14.9 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 27 September 2016
RUN TIME: 10:46 AM
PAGE: 1

KE-LEASE# 023-118970-03-000 APPTYPE: NEW
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
16.0-S-22.0-E-27-02-031-8011	M&B THRU E2SE (ACCESS 0.05AC 18-72418)	0.00	0.050
16.0-S-22.0-E-27-02-046-8037	ANTENNA IN NWSWNW (SITE 0.10AC) M&B THRU N2 (ACCESS 0.05AC 18-72418)	0.00	0.150
16.0-S-22.0-E-34-02-031-8012	M&B THRU E2NE (ACCESS 18-72418)	0.00	0.100
	TOTALS	0.00	0.300

IN WITNESS HEREOF, the parties hereto have signed this Permit effective the day and year set forth previously herein.

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

By: _____
Date

(SEAL)

_____
PERMITTEE

_____
Authorized Signature **Date**

_____
Title

_____
Address

_____
City **State** **Zip**

Consent 21.

Regular Board of Supervisors Meeting **Facilities**

Meeting Date: 12/20/2016

Approve ADOT grant E7F2Q 01C in the amount of $13,266 for the Cochise County Airport

Submitted By: Lisa Marra, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Lisa M. Marra	**TITLE of PRESENTER:**	Communications and Community Relations Administrator
Mandated Function?:	Federal or State Mandate	**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 the Airport Development Reimbursable Grant Agreement # E7F2Q 01C with the Arizona Department of Transportation (ADOT) in the amount of $13,266 with a local match share of $13,266 for the Taxiway A edge lighting; Wind Cone relocation; Segmented Circle; Rotating Beacon; and to install Guidance Signs at the Cochise County Airport effective November 18, 2016 to November 17, 2020.

Background:

This project has been listed in the five-year Airport Capital Improvement Plan (ACIP) since 2012. Without these repairs, which are safety related, future development and reconstruction of runways and taxiways will be delayed. By completing this phase of development, the airport property will remain a viable part of the regional airport system and stay on track for funding from the FAA and ADOT.

The Grant from FAA in the amount of $270,258 was signed by the Board on August 19, 2016. This ADOT grant is for their 4.47% of the total cost of the project which is $296,792.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

If this Grant Agreement is not approved, the County will lose State approved funding on the airport project. If this project is not completed, it would set back the dates for scheduled development and construction of future airport construction that has been budgeted by the FAA and ADOT through 2021. We will also be out of Federal compliance with lighting and signage requirements for airports.

To BOS Staff: Document Disposition/Follow-Up:

Two copies will be provided for signatures. Please return both copies. Upon acceptance from ADOT, one signed original will be returned to your office for filing. Thank you

---

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ◉ **Amount Available:** $13,266.00

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1: 400-2300-2336-336.100

Fund Transfers

Fiscal Year: 2017

One-time Fixed Costs? ($$$): $13,266

Ongoing Costs? ($$$): 0

County Match Required? ($$$): $13,266

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

Source of Funding?: half cent sales tax

Fiscal Impact & Funding Sources (if known):

Attachments

ADOT Grant
GRANT APPROVAL FORM

ADOT

Multimodal Planning

Douglas A. Ducey, Governor
John S. Halikowski, Director
Dallas Hammit, Deputy Director
Michael Kies, Assistant Director

November 28, 2016

Lisa Marra
COCHISE COUNTY
780 S. VISTA AVE., ROUTE 1 BOX 607
1415 Melody Lane, Building G - Bisbee, AZ 85603

Re: Airport Development Reimbursable Grant Agreement
COCHISE COUNTY AIRPORT
ADOT Grant E7F2Q 01C

Dear Lisa:

On November 18, 2016, the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E7F2Q 01C for $13,266 for Fiscal Year 2017 funding. This state grant is for the following project: Taxiway A edge lighting; windcone relocation; Segmented Circle; Rotating Beacon; Install Guidance Signs.

Enclosed are two Airport Development Reimbursable Grant Agreements including Exhibits A through C. Please fill out the forms in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. Please **DO NOT DATE** the agreement in Part One on page one. Remember to include an ALP based drawing clearly depicting the project location and scope. Both completed and signed Agreements must be returned to ADOT no later than four (4) months from the date of this letter.

It is the Sponsor's responsibility to understand and adhere to the requirements of the Grant Agreement. Please reference the ADOT grant number as well as the Federal Aviation Administration's AIP number, if applicable, on all correspondence and/or documents related to this project.

Please send ADOT a copy of your General Services Agreement (or appropriate contract) for professional services including the scope of work or task order for this project. A grant process checklist has been included to help track all required submittals and coordination with ADOT throughout the life of the grant.

If you have any questions, please contact Matthew Smith at MSmith3@azdot.gov or 602-712-7597.

Sincerely,

Michael A. Klein, A.A.E.
Airport Development Program Manager

Enclosures

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2016 DEC -5 PM 12:53

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **COCHISE COUNTY** a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of ***Taxiway A edge lighting; windcone relocation; Segmented Circle; Rotating Beacon; Install Guidance Signs*** (the "Project"), for the improvement of the **COCHISE COUNTY AIRPORT** (the "Airport").

WITNESSETH

Recitals:

1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.

2) The Arizona State Transportation Board, as approved on **November 18, 2016** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **November 28, 2016**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.

2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

1) The minimum funding participation from the Sponsor shall be **four and forty-seven hundredths percent (4.47%)** as determined by the State.

2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Thirteen Thousand Two Hundred Sixty-Six Dollars ($13,266).**

3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **11/17/2020**, whichever is earlier.

4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.

5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **7/1/2016** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

   a) to do all things necessary, in order to undertake and carry out the Project;

   b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure $13,266.00 dollars ($ 13,266.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

General Fund - half cent sales tax
(Enter local funding type and location)

3) The Sponsor hereby designates Lisa M. Marra (Name) Community Relations Administrator (Title)

to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Chairman, Board of Supervisors
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **PZ0000087901**

Sponsor Vendor Address: **COCHISE COUNTY**

~~**780 S. VISTA AVE., ROUTE 1 BOX 607**~~
~~**WILLCOX, AZ 85643**~~

1415 Melody Lane, Building G
Bisbee, AZ 85603

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Michael Kies, Director

Date: _____

WITNESSED BY:

Signature: _____

Title: _____

Date: _____

SPONSOR

COCHISE COUNTY
COCHISE COUNTY AIRPORT

By: _____

Title: Chairman, Board of Supervisors

Date: _____

WITNESSED BY:

Signature: _____

Title: Clerk of the Board

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.

2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.

3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.

4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.

5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.

6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).

7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.

8) Preserving Rights and Powers: The Sponsor agrees it shall 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 Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If

the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts 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 State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. 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 State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor 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 or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure 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 preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

3) 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 engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:

   a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

   b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

   c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;

   d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.

4) The Sponsor shall 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. 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 a commercial aeronautical operator authorized by the Sponsor under these provisions.

5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

6) The Sponsor shall not permit an 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, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:

   a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and

   b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any 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.

7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. 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 State funds.

8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and

authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall 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. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.

2) Disposition of such land shall 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.

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:

   a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;

   b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;

   c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;

   d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

2) All contracts shall stipulate and make clear:

   a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

   b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

   c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

   d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.

2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the 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 will be kept in accordance with A.R.S. 35-214.

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 relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.

2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).

3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.

4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).

5) "Sponsor Force Account" contribution (if applicable).

6) "Contingencies" (not to exceed 5% of construction costs).

7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Taxiway A edge lighting; windcone relocation; Segmented Circle; Rotating Beacon; Install Guidance Signs

FAA AIP# 3-04-0049-005-2016

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	$	$	$	$
Construction	$	$	$	$
Construction Engineering	$	$	$	$
Sponsor Administration**	$	$	$	$
Sponsor Force Account Work***	$	$	$	$
Contingencies	$	$	$	$
Total Project Costs	$	$	$	$

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.

2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. $540 or $1,300).

3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: $13,266

Projected Reimbursement Requests / State Cash Flow

Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2017	$	$	$	$	$	$
2018	$	$	$	$	$	$
2019	$	$	$	$	$	$
2020	$	$	$	$	$	$
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2017	$	$	$	$	$	$
2018	$	$	$	$	$	$
2019	$	$	$	$	$	$
2020	$	$	$	$	$	$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
3) The Bidding Phase typically should be sixty (60) days or less.
4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review*					
Submit Contract for State Review					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review					
Conduct Final Design Review/Bid Set Submitted (100%) for Review					
Bidding Phase					
Issue Invitation for Bids					
Submit Bid Tab for State Review					
Award Construction Contract/Submit to the State					
Construction Phase					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

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.

Consent 22.

Regular Board of Supervisors Meeting **Facilities**

Meeting Date: 12/20/2016

Approve ADOT Grant #E7F2J 01D in the amount of $3,792 for Bisbee Douglas International Airport

Submitted By:	Lisa Marra, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Lisa M. Marra	**TITLE of PRESENTER:**	Communications and Community Relations Administrator
Mandated Function?:	Federal or State Mandate	**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 the Airport Development Reimbursable Grant Agreement # E7F2J 01D with the Arizona Department of Transportation (ADOT) in the amount of $3,792 with a local match share of $3,792 for the Rehabilitate Taxiway A2-A4 Design Only at the Bisbee-Douglas International Airport effective November 18, 2016 to November 17, 2020.

Background:

This project has been listed in the five-year Airport Capital Improvement Plan (ACIP) since 2012. Without the design of Taxiway A2-A4, future development and reconstruction of runways and taxiways will be delayed. By completing this phase of development, the airport property will remain a viable part of the regional airport system and stay on track for funding from the FAA and ADOT.

The Grant from FAA in the amount of $77,233 was signed by the Board on August 19, 2016. This ADOT grant is for their 4.47% of the total cost of the design which is $84,815

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

If this Grant Agreement is not approved, the County will lose State approved funding on the airport project. If this design project is not completed, it would set back the dates for scheduled develop and construction of future airport construction that has been budgeted by the FAA and ADOT through 2017

To BOS Staff: Document Disposition/Follow-Up:

Two copies will be provided for signatures. Please return both copies. Upon acceptance from ADOT, one signed original will be returned to your office for filing. Thank you

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Budget Information

Information about available funds

Budgeted: ◉ **Funds Available:** ◉ **Amount Available:** $3,792

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1: 400-2300-2337-336.100

Fund Transfers

Attachments

GRANT APPROVAL FORM

ADOT GRANT

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.

ADOT
Multimodal Planning

Douglas A. Ducey, Governor
John S. Halikowski, Director
Dallas Hammit, Deputy Director
Michael Kies, Assistant Director

November 28, 2016

Lisa Marra
COCHISE COUNTY
1415 MELODY LANE, BLDG C
BISBEE, AZ 85603

Re: Airport Development Reimbursable Grant Agreement
BISBEE DOUGLAS INTERNATIONAL AIRPORT
ADOT Grant E7F2J 01D

Dear Lisa:

On November 18, 2016, the State Transportation Board approved Arizona Department of Transportation (ADOT) grant number E7F2J 01D for $3,792 for Fiscal Year 2017 funding. This state grant is for the following project: Rehabilitate Taxiway A2-A4 (2,350 ft x 35 ft) Design Only.

Enclosed are two Airport Development Reimbursable Grant Agreements including Exhibits A through C. Please fill out the forms in their entirety including appropriate dates, cost details, committed local funds, and identification of the person authorized to receive grant funds. Please **DO NOT DATE** the agreement in Part One on page one. Remember to include an ALP based drawing clearly depicting the project location and scope. Both completed and signed Agreements must be returned to ADOT no later than four (4) months from the date of this letter.

It is the Sponsor's responsibility to understand and adhere to the requirements of the Grant Agreement. Please reference the ADOT grant number as well as the Federal Aviation Administration's AIP number, if applicable, on all correspondence and/or documents related to this project.

Please send ADOT a copy of your General Services Agreement (or appropriate contract) for professional services including the scope of work or task order for this project. A grant process checklist has been included to help track all required submittals and coordination with ADOT throughout the life of the grant.

If you have any questions, please contact Matthew Smith at MSmith3@azdot.gov or 602-712-7597.

Sincerely,

Michael A. Klein, A.A.E.
Airport Development Program Manager

Enclosures

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2016 DEC -5 PM 12:53

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the **COCHISE COUNTY** a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of ***Rehabilitate Taxiway A2-A4 (2,350 ft x 35 ft) Design Only*** (the "Project"), for the improvement of the **BISBEE DOUGLAS INTERNATIONAL AIRPORT** (the "Airport").

WITNESSETH

Recitals:

1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.

2) The Arizona State Transportation Board, as approved on **November 18, 2016** and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **November 28, 2016**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.

2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

1) The minimum funding participation from the Sponsor shall be **four and forty-seven hundredths percent (4.47%)** as determined by the State.

2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **Three Thousand Seven Hundred Ninety-Two Dollars ($3,792).**

3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **11/17/2020**, whichever is earlier.

4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.

5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after **7/1/2016** shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

   a) to do all things necessary, in order to undertake and carry out the Project;

   b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure $3,792.00 dollars ($ 3,792.00), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

General Funds - half cent sales tax
(Enter local funding type and location)

3) The Sponsor hereby designates Lisa M. Marra (Name) Community Relations Administrator (Title)

to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

Chairman, Board of Supervisors
Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #:	**PZ000007901**
Sponsor Vendor Address:	**COCHISE COUNTY** **1415 MELODY LANE, BLDG C** **BISBEE, AZ 85603**

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____

Michael Kies, Director

Date: _____

SPONSOR

COCHISE COUNTY
BISBEE DOUGLAS INTERNATIONAL AIRPORT

By: _____

Title: Chairman, Board of Supervisors

Date: _____

WITNESSED BY:

Signature: _____

Title: _____

Date: _____

WITNESSED BY:

Signature: _____

Title: Clerk of the Board

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.

2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.

3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.

4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.

5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.

6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).

7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.

8) Preserving Rights and Powers: The Sponsor agrees it shall 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 Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If

the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts 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 State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. 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 State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.

3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor 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 or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure 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 preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.

3) 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 engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:

   a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

   b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;

   c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;

   d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.

4) The Sponsor shall 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. 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 a commercial aeronautical operator authorized by the Sponsor under these provisions.

5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

6) The Sponsor shall not permit an 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, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:

   a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and

   b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any 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.

7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. 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 State funds.

8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and

authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall 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. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.

2) Disposition of such land shall 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.

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:

   a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;

   b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;

   c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;

   d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.

2) All contracts shall stipulate and make clear:

   a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;

   b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

   c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.

   d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.

2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the 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 will be kept in accordance with A.R.S. 35-214.

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 relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.

2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).

3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.

4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).

5) "Sponsor Force Account" contribution (if applicable).

6) "Contingencies" (not to exceed 5% of construction costs).

7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Rehabilitate Taxiway A2-A4 (2,350 ft x 35 ft) Design Only

FAA AIP# 3-04-0013-010-2016

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	$	$	$	$
Construction	$	$	$	$
Construction Engineering	$	$	$	$
Sponsor Administration**	$	$	$	$
Sponsor Force Account Work***	$	$	$	$
Contingencies	$	$	$	$
Total Project Costs	$	$	$	$

*Total of this column to be used in Schedule Two.
** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.
*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.

2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. $540 or $1,300).

3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: $3,792

Projected Reimbursement Requests / State Cash Flow

Calendar Year	Jan	Feb	Mar	Apr	May	Jun
2017	$	$	$	$	$	$
2018	$	$	$	$	$	$
2019	$	$	$	$	$	$
2020	$	$	$	$	$	$
Calendar Year	Jul	Aug	Sep	Oct	Nov	Dec
2017	$	$	$	$	$	$
2018	$	$	$	$	$	$
2019	$	$	$	$	$	$
2020	$	$	$	$	$	$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three
Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
3) The Bidding Phase typically should be sixty (60) days or less.
4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review*					
Submit Contract for State Review					
Award Consultant Contract					
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design					
Conduct 30% Design Review					
Conduct Final Design Review/Bid Set Submitted (100%) for Review					
Bidding Phase					
Issue Invitation for Bids					
Submit Bid Tab for State Review					
Award Construction Contract/Submit to the State					
Construction Phase					
Issue NTP – Begin Construction					
Final Inspection					
Submit As-Builts & Final Documentation					

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

			Consent 23.
Regular Board of Supervisors Meeting			**Finance**
Meeting Date:	12/20/2016		
Demands			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:
Approve demands and budget amendments for operating transfers.

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

Department's Next Steps (if approved):
Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:
Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:
Return to Finance after BOS approval.

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.

Consent 24.

Regular Board of Supervisors Meeting **Human Resources**

Meeting Date:	12/20/2016		
Revisions to Cochise Merit System Rules and HR Policy Manual			
Submitted By:	Kelley Jones, Human Resources		
Department:	Human Resources		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Edward Gilligan	**TITLE of PRESENTER:**	Deputy County Administrator
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve revisions to the Cochise County Merit System Rules and Human Resources Policy Manual to be effective December 20, 2016.

Background:

County Administration and Human Resources recommend that the Cochise County Board of Supervisors approve revisions to the Cochise County Merit System Rules (Exhibit A) and Human Resources Policy Manual (Exhibit B). The recommendations for revisions to the Merit System Rules will:

1. Correct all verbiage in reference to closed meetings to open meetings per the Open Meeting Laws with the option for a motion to be made for the meeting to go into executive session, and

1. Change the duration for certification lists for all positions within the Cochise County Sheriff's Office to 360 days.

The recommendation for the revision to the Human Resources Policy Manual will:

1. Amend the Sick Leave Payout Upon Retirement section removing the reference to A.R.S. 38-615 and removing the fifteen year service requirement.

The Cochise County Board of Supervisors has the authority to adopt County personnel policies outlining how personnel administration is addressed within County Government. These policies have been adopted by the Board of Supervisors: 1) as required by federal and state laws, 2) to provide benefits for employees such as annual leave, sick leave and donated leave for catastropic illnesses, and 3) to provide clear and concise organizational policies for all employees. The Board of Supervisors adopted the Human Resources Policy Manual at their March 13, 2012 meeting and was effective April 1, 2012, revised January 1, 2014 and revised September 4, 2014 and also adopted revisions to the Merit System Rules at their March 13, 2012 meeting which were effective April 1, 2012.

Department's Next Steps (if approved):

Human Resources will revise the Merit System Rules and County Human Resources Policies to reflect the changes, we will notify employees of the changes and post the revised documents on the internal County website.

Impact of NOT Approving/Alternatives:

The Merit System Rules would be out of compliance with the open meeting laws and the CCSO will be required to adhere to the 90 day certification list expiration for all non-law enforcement personnel. Under the Sick Leave Payout Upon Retirement section in the Human Resources Policy Manual, the reference to the A.R.S. 38-615 statute would not be deleted and only those employees with 15 years or more of service with Cochise County would be eligible for the sick leave payout.

To BOS Staff: Document Disposition/Follow-Up:

None

Attachments

Exhibit A - Merit Rule Changes 12-20-16

Exhibit B - Policy Changes 12-20-16

EXHIBIT A

Merit System Rules proposed changes:

RULE 3 SELECTION PROCEDURES

3.7 THE EVALUATION PROCESS

2. Duration of Certification Lists:

a. Except for Cochise County Sheriff's Office ~~law enforcement~~ positions and as otherwise provided in this section, Certification Lists shall expire upon completion of ninety (90) calendar days from the time of their establishment or last addendum date unless a Department Director requests an extension, in writing, to the Human Resources Director. An extension, if approved, shall not exceed 180 calendar days. Certification Lists established for job classifications within ~~exclusive to~~ the Sheriff's Office, to include law enforcement and non-law enforcement personnel, shall expire 360 calendar days from the date of establishment unless extended by the Human Resources Director.

b. The Human Resources Director may abolish a Certification List in the event of changes in class duties or requirements, or new examination, or whenever an existing Certification List has ceased to meet the needs for adequate placement in the County service. Any candidate previously placed on a Certification List will be notified verbally, by mail, or in any other manner prescribed by the Human Resources Director if an active Certification List is abolished.

RULE 9 APPEAL FROM DISCIPLINARY ACTIONS

9.4 HEARING

A. **Nature of Hearing:**

Each hearing shall be noticed pursuant to A.R.S. §38-431 et seq., and shall be held in open ~~closed~~ session ~~unless the appellant requests a public hearing~~. The appellant or the respondent may represent themselves, or may employ legal representation, or may have other representation of their own choice. The hearing shall be informal, hearsay shall be permitted, and technical rules of evidence shall not apply to the proceedings, except that irrelevant, immaterial, incompetent, or unduly repetitious evidence, or evidence protected by the rules of privilege recognized by law, may be excluded. The parties may submit stipulations (facts that are undisputed by either party), in advance of the hearing, to the Human Resources Department. Objections to evidence must be made orally prior to the Hearing Officer's acceptance of evidence or such objections shall be deemed to be waived. The parties may stipulate to have the matter submitted on the record as opposed to providing oral testimony at the hearing. All testimony at the hearings shall be recorded. Parties requesting a transcript of the hearing shall bear the costs.

As provided by Merit System Rule 9.5, the assigned Hearing Officer shall prepare findings of fact and conclusions of law and a recommended decision on the

employee appeal. The decision shall be filed through the Human Resources Director to the Merit Commission within ten (10) working days from the conclusion of the hearing. Copies of the findings of fact and conclusions of law shall be provided to the appellant, appellant's counsel, the respondent and the County Attorney's Office. Cochise County must receive written notification from appellant giving full release for all correspondence to be sent directly to counsel.

9.6 MERIT COMMISSION REVIEW

The Human Resources Director shall send a copy of the Hearing Officer's recommendation, the formal finding of facts and conclusions of law, and any exhibits or other submitted documentation from the appeal hearing to each Merit Commission member. Merit Commission members may request that the Human Resources Director make an audio recording of the appeal hearing available for review. Each Merit Commission member will review the Hearing Officer's decision and any of the additional materials provided to them.

Within ten (10) calendar days of the receipt of Hearing Officers response of formal finding of facts and conclusions of law the Human Resources Director will schedule a meeting with the Hearing Officer and the Merit Commission members to review the formal finding of facts and conclusions of law that the Hearing Officer used to render his decision. The Merit Commission will meet in open ~~executive~~ session unless there is a motion to meet in executive session ~~the appellant requests otherwise~~. The Merit Commission shall render a decision to:

- accept the Hearing Officer's recommended decision by a majority quorum of the Merit Commission members; the Merit Commission's decision is final; or

- reject the Hearing Officer's recommended decision by a majority quorum of the Merit Commission members. In this event, the Merit Commission would render their own decision.

EXHIBIT B

SICK LEAVE PAYOUT UPON RETIREMENT (ATTENDANCE INCENTIVE) ~~A.R.S. §38-615~~

1. A partial payment of accrued, unused Sick Leave upon retirement is available to employees ~~with fifteen (15) years or more total service with Cochise County which is credited under the applicable Arizona Retirement system.~~

2. Eligibility is limited to those employees who retire from Cochise County into the Arizona State Retirement System, Public Safety Personnel Retirement System, or the Correctional Officers Retirement System, ~~in accordance with the provisions of A.R.S. §38-615~~.

3. An eligible retiring employee may convert unused Sick Leave hours to Annual Leave based upon the following formula:

Unused Sick Leave Hours	**Conversion to Annual Leave Formula**
0 - 240 hours	0 % of all hours up to 240 hours
241- 480 hours	25 % of all hours up to 480 hours
481- 720 hours (Note: only those employees who were hired prior to April 1, 2012 are eligible to accrue more than 640 hours of Sick Leave.)	35 % of all hours up to 720 hours
721 – 1040 hours (This category is applicable only to employees hired prior to April 1, 2012.)	50% of all hours

Action 25.

Regular Board of Supervisors Meeting **Juvenile Probation**

Meeting Date: 12/20/2016

NSLP Equipment Grant Award

Submitted By: Rita Shipley, Adult Probation

Department: Adult Probation

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Rita Shipley	**TITLE of PRESENTER:**	Administrative Finance Manager
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	Kitchen equipment required to ensure National School Lunch Program (NSLP) compliance for detained youth at juvenile detention center.

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

Information

Agenda Item Text:

Approve the National School Grant Program (NSGP) by the Arizona Department of Education for the replacement of kitchen equipment in the amount of $12,006.62 for the period of July 1, 2016 through June 30, 2017.

Background:

The Cochise County Juvenile Detention Center kitchen appliance upgrade will replace outdated, under-performing, and energy inefficient commercial kitchen appliances with highly efficient appliances. The kitchen appliances have not been replaced since the detention center opened in 2001. We are also anticipating an increase to the juvenile population with the passage of Senate Bill 1308 that takes effect in 2017. SB1308 allows juveniles charged as adults to be detained in juvenile facilities if the offense is not a dangerous offense and is ordered by the Court.

During our Bi-Annual Compliance Meetings with NSLP, our Food Service Management Company, Trinity Service Group, has requested that we replace the gas range and also acquire food warmers to ensure NSLP compliance. During our last Health Department inspection in May 2016 (attached), it was noted that food was not received and held at the proper temperature. The gas range is extremely old and occasionally leaks gas. Currently, only 2 of the 6 burners are functional requiring the kitchen staff to cook meals in stages. This results in the appliances staying on for much longer periods of time. It also impacts the holding and serving temperatures as the food temperatures drop when food is plated too early. The youth have complained about the appearance and quality of the food.

The new equipment will assist us in meeting our goal of providing nutritionally adequate, palatable and attractive meals for all youth, produced under sanitary conditions at a reasonable cost to the taxpayer.

Department's Next Steps (if approved):

1. Submit Budget Amendment to Finance to add award to our budget for Fund 143 Detention Education.
2. Submit Requisition to Procurement to purchase the items.
3. Submit work order to Facilities to install the gas range and remove old range. Old range will go to Procurement for auction.
4. Submit invoice to Arizona Department of Education for reimbursement.

Impact of NOT Approving/Alternatives:

If the grant is not approved, Juvenile Detention will need to find other funds to replace the equipment in order to ensure NSLP compliance.

To BOS Staff: Document Disposition/Follow-Up:

Formal documents that may require BOS signatures to follow once the State Board has approved the award.

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ◉ **Amount Available:** $12,006.62

Unbudgeted: ◉ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1: 143

Fund Transfers

Fiscal Year: 2017

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

Fiscal Impact & Funding Sources (if known):

NSLP Equipment Grant awarded to reimburse the cost of acquiring a gas range and food warmer for the juvenile detention center.

Attachments

Grant Approval Form
Award Letter
Grant Info
Equipment Quote

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.

State of Arizona
Department of Education
Office of Diane M. Douglas
Superintendent of Public Instruction

Cochise County
Juvenile Court Services
NOV 21 2016
Bisbee, AZ

November 17, 2016

Cochise County Juvenile Detention
Rita Shipley, Administrative Finance Manager
PO Box 4219
Bisbee, Arizona 85603

Dear Ms. Shipley:

Congratulations! Cochise County Juvenile Detention has been selected to be awarded funding from the NSLP Equipment Grant – Round 3, pending State Board approval. The Arizona Department of Education (ADE) looks forward to working with you to provide your school the necessary funding to support your National School Lunch Program (NSLP) efforts.

Below is a list of your total funding for each awarded site.

School District Name	School Site Name	Total Grant Allocation	Items Awarded
Cochise County Juvenile Detention	AOC-Cochise County Juvenile Dentention Centre (21-10-12-001)	$12,006.62	1 range, 1 heated cabinet (warmer)

Items listed must be purchased and invoices submitted prior to reimbursement. Only those items that were originally requested in the grant application *and* that are listed in this letter will be reimbursed. Invoices must be submitted on the Grants Management Enterprise (GME) as part of your Reimbursement Request (RR). The invoices must be submitted no later than March 31, 2017.

I look forward to working with you further and if you have any questions, please feel free to contact me at (602) 542-7848 or Denise.Hasty@azed.gov.

Sincerely,

Denise L Hasty

Denise Hasty
School Nutrition Program Project Specialist
Arizona Department of Education Health and Nutrition Services

Health and Nutrition Services<http://www.azed.gov/>

The Official Website of the Arizona State Department of Education



NSLP Equipment Grant 2016

Round 3- Closed | Round 2- Closed | Round 1- Closed

The grant has been closed. No more applications are being accepted.

Thank you to all Districts who applied. Awardees are as follows:

- ASPC-Tucson Minors Unit
- Arizona State School for the Deaf and Blind
- ASU Preparatory Academy
- Bradley Academy of Excellence, Inc.
- Chandler Unified District #80
- Cochise County Juvenile Detention
- Concordia Charter School, Inc.
- Fit Kids, Inc. dba Champion Schools
- Flowing Wells Unified District
- Kayenta Unified District
- Maryvale Preparatory Academy
- Mayer Unified School District
- Midtown Primary School
- Morristown Elementary District
- Nogales Unified District
- Page Unified District
- Seligman Unified District
- Teleos Preparatory Academy
- Tempe School District
- Yuma Union High School District

For questions regarding the NSLP Equipment Grant, please contact Denise Hasty at (602) 542-7848 or by email to Denise.Hasty@azed.gov<mailto:Denise.Hasty@azed.gov>

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Child Nutrition Programs
School Food Service Equipment Assistance Grant 2016/2017
CFDA #: 10.579

1) General Information

The Fiscal Year 2016 Agriculture Appropriations Act authorized grants to State agencies (SA) for providing equipment assistance to school food authorities (SFA) participating in the National School Lunch Program (NSLP). Arizona has been selected to receive funding in the amount of $690,591.

These funds will be available through a competitive grant process. Priority will be given to high need schools where 50% or more of the student population are eligible to receive free or reduced-price meals. Priority will also be given to schools that did not previously receive funds from either the 2010 USDA or 2009 ARRA Equipment Grant or the FY 2013, FY 2014 or FY 2015 Agriculture Appropriations Act. Although priorities are given to these schools, we encourage all to apply.

These funds will make a significant impact in schools, allowing the purchase of equipment capital (>$5,000 per item) helpful to serve healthier meals, meet the new nutritional standards with emphasis on more fresh fruits and vegetables in school meals, improve food safety and expand accessibility to food services.

Eligible Applicants should submit a completed application form to the Arizona Department of Education, School Nutrition Programs through the online Grants Management (GME) System.

One individual should be designated as the primary contact and authorized representative of the application submitted.

Any questions should be directed to Shabnam Elston at Shabnam.Elston@azed.gov

2) Eligibility Requirements

- Participation in the National School Lunch Program established under the Richard B. Russell National School Lunch Act
- Priority will be given to those who were not recipients of the ARRA/USDA Equipment Grant funds in 2009 or 2010 or the FY 2013, FY 2014 and FY 2015 Agriculture Appropriations Act
- Priority will be given to schools with at least 50 percent of the enrolled students eligible for free or reduced price meals

3) Important Dates

August 29, 2016: Announcement and Request for Proposals

October 14, 2016, 11:59 p.m.: Completed applications due

October 17 – November 10, 2016: Applications reviewed and scored

November 14, 2016: Initial announcement of recipients – pending Arizona Department of Education State Board approval

June 30, 2017: All requests for reimbursement must be filed

Grant funds must be expended no later than one year from the date of the grant award.

4) Award Details

a. **Definition of Equipment**: An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5000 (OMB 2 CFR 225). The individual unit cost of equipment (including acquisition costs) shall **exceed $5,000**. Small-ware items such as trays and plates, utensils, pans, containers and the like will not be considered. The dollar threshold for equipment may be less than $5,000 *only* if there is a local level definition of capital expenses which allows for a lower threshold. This must be supported with local policy. However, small-ware items such as trays and plates, utensils, pans, containers and the like will still not be considered.

   New, used, or refurbished equipment is allowable, including any acquisition costs (installation and delivery). Renovation of existing equipment is also allowable. ADE will reimburse the SFA, net of any rebates or discounts for the equipment purchased.

b. A limit of $100,000 will be placed on each Local Education Agency.

c. The procurement of equipment and components related to this competitive grant shall be reasonable and an appropriate use of food service funds in order to be permissible. For example: purchasing a walk-in freezer for school food service use would be an allowable cost; whereas renovation of the food service area be unallowable.

d. The procurement in relation to this award must comply with local, state and Federal procurement guidelines, whichever is more prescriptive. Ensure that all procurement for new equipment is conducted in a manner that provides, to the maximum extent possible, open and free competition. If you have questions about procurement procedures please contact your procurement office.

e. Recipients are encouraged to take advantage of cooperative or volume purchase agreements.

f. Sponsors selected to receive proceeds of this grant will be notified of additional documentation required in order to receive reimbursement. Documentation may include the following, in addition to other items that will be specified:
    i. Signed confirmation of adherence to procurement rules document
    ii. Invoices and/or proof of outlay detailing item(s) purchased (shall include shipping & handling and any installation charges, including date of delivery/install)
    iii. Date equipment was installed and used toward meeting grant initiatives

g. Sponsors shall retain grant files and supporting documentation for a term of five (5) years after final payment

h. SFA will provide information to ADE quarterly on progress of grant duties. ADE will provide specific information requests to awarded LEAs as needed.

i. All procurement expenditure activities must be completed no later than September 30, 2018.

5) Application Instructions

A) SFA Information - Outline your project(s) implementation plan. Include:
- SFA name, address, CTDs Number, contact information - Fiscal Agent for this grant (who will be responsible for the proper execution of this project?)
- Site/Location name, address, contact information
- Worksheet outlining costs of equipment requested (provide accurate cost from received bids or quotes.

B) Narrative– Use this section to explain why your equipment is necessary and how it will impact your school meals program. This section is where one or more of the four focus areas will be addressed.

C) Attach required supporting documents – Application, Quotes, Capital Outlay Worksheet.

D) Certification and Assurances (on Program Details page).

6) Evaluation Process

The review committee will score all eligible applications based on the information provided and included in the submitted application. Applications that best address this program's priorities will score higher than those that do not meet the goals of this Request for Applications (RFA). The committee will use your narrative and answers to evaluate and determine ranking.

When reviewing your application, the committee will evaluate the clarity of your submission and demonstrated need for the requested equipment. During the process you may be contacted for clarification or additional information. Processing of your submission may be delayed until the requested information is received.

After review and final scoring, award recipients will be notified and asked to confirm award. General announcement of award will be made after acceptances of awards are received.

If your grant request is denied, you may apply again during the next solicitation for applications, should there be another solicitation for applications.

7) Summary of the Scoring Criteria

The following information will be evaluated:

A) Percentage of students eligible for free and reduced-price (F/RP) meals as of October 2015
B) ADP Percentage as of 2016

The following information will be requested **and** evaluated:

C) Has the SFA been granted a PLE Exemption for SY 16/17?
D) Description of the site need for equipment grant
E) Explanation of how funding will support four focus areas
    - Improve the quality of meals that meet dietary guidelines
        - For example purchasing an alternative which would eliminate the need to use a deep fryer
    - Improve the safety of food served in the School Meal Programs
        - For example hot/cold holding equipment
    - Improve the energy efficiency of the food service operations
        - For example purchasing an energy efficient freezer
    - Support expanded participation in School Meal Programs
        - Equipment for serving meals in a non-traditional setting such as grab and go breakfast.

8) Should your SFA be awarded funds, you will be expected to follow the following regulations and requirements (**see next page**):

GOVERNMENT-WIDE REGULATIONS

- ☐ 2 CFR Part 25: "Universal Identifier and Central Locator Contractor Registration"
- ☐ 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- ☐ 2 CFR Part 175: "Award Term for Trafficking in Persons"
- ☐ 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- ☐ 2 CFR Part 200: ": "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- ☐ 2 CFR Part 400: USDA Implementing regulations" Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- ☐ 2 CFR Part 415: USDA "General Program Administrative Regulations"
- ☐ 2 CFR Part 416: USDA "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"
- ☐ 2 CFR Part 417: USDA "Implementation of OMB Guidance on Non-Procurement Debarment and Suspension"
- ☐ 2 CFR Part 418 USDA "New Restrictions on Lobbying"
- ☐ 2 CFR Part 421: USDA "Requirements for Drug-Free Workplace (Financial Assistance)"
- ☐ 41 USC Section 22 "Interest of Member of Congress"
- ☐ Duncan Hunter National Defense Authorization Act of Fiscal Year 2009, Public Law 110-417
- ☐ Sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. 112-55)
- ☐ "The Federal Funding Accountability and Transparency Act (FFATA), dated September 26, 2006"

COST PRINICIPALS

- ☐ 2 CFR, Part 200: Subpart E, Cost Principles

USDA REGULATIONS

☐ 7 CFR Part 15: "Nondiscrimination"

☐ Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the "Freedom of Information" regulation (5 U.S.C. 552).

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

☐ Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies And Procedures

☐ Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance

☐ Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination on the Basis of Handicap In Federally Assisted Programs

☐ Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations, and directives. The Grantee gives this assurance inconsideration of and for the purpose of obtaining the funds provided under this agreement.

☐ The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state & local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)

NONDISCRIMINATION STATEMENT

☐ In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,
color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of

hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) fax: (202) 690-7442; or
(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Quote

10/12/2016

To:
Cochise County
Maria "Lupita" Morales
1415 Melody Lane, Building C
Bisbee, AZ 85603
520-432-8392 (Contact)

Project:
Cochise County AZ

From:
TriMark Strategic Equipment & Supply
Brian Monnat
1461 S. Belt Line Rd.
Coppell, TX 75019
469-240-7272 (Contact)

Job Reference Number: 3214

This Pricing is in accordance with NJPA Contract #103013-SES - Foodservice Equipment and Supplies

Item	Qty	Description	Sell	Sell Total
1	1 ea	**RANGE, 60", 6 BURNERS, 24" GRIDDLE/BROILER**	$5,468.75	$5,468.75
		Wolf Model No. C60SS-6B24GB Challenger XL™ Restaurant Range, 60", gas, (6) 30,000 BTU burners with lift-off burner heads, 24" manual griddle-broiler, 7/8" thick, 4" wide front grease trough, (2) standard oven bases, stainless steel front, sides, back riser & high shelf, fully welded body, 6" adjustable legs, 268,000 BTU, CSA Flame, CSA Star, NSF		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas (specify if over 2000 ft.)		
	1 ea	CASTERS-RR8 Casters, RR8	$349.97	$349.97
	1 ea	1INFLEX-4FT 4' x 1" Quick disconnect hose	$529.29	$529.29
			ITEM TOTAL:	**$6,348.01**
2	1 ea	**HEATED CABINET, MOBILE**	$4,782.85	$4,782.85
		Carter-Hoffmann Model No. HL8-1816 hotLOGIX Holding Cabinet-HL8 Series, forced air heating system, dual compartments with individual controls, pan slides, (16) full bun pans, stainless steel construction, 5" casters, cULus, UL EPH		
	1 ea	3 Year parts & labor warranty, standard		
	1 ea	120v/60/1-ph, 2000 watts, 16.7 amps, 6 ft cord with NEMA 5-20P, standard		
	1 ea	Two tempered glass double pane doors (add suffix "-G" to model number)	$594.10	$594.10
			ITEM TOTAL:	**$5,376.95**
3	1 ea	**DISHWASHER, DOOR TYPE**	$4,387.68	$4,387.68
		Hobart Model No. LT1-1 Dishwasher, door type, low temp., fill & dump chemical sanitizing, field adjustable straight-thru/corner type, approx 37 racks/hour cap, detergent-sanitizer-rinse agent pump, deliming cycle, stainless steel construction, 120/60/1		
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours		
	1 ea	Extended warranty - 1-Year parts & labor performed during the normal business hours of the local service office within the USA (net)	$916.48	$916.48

Initial: _____

Item	Qty	Description	Sell	Sell Total
	1 ea	PRESREG-3/40BR 3/4" brass pressure regulator	$149.16	$149.16
			ITEM TOTAL:	**$5,453.32**

Merchandise	$17,178.28
Freight	$281.66
Total	$17,459.94

This proposal is valid for acceptance within 30 days or as long as current manufacturers price list is in effect.

Beaumont TACLA35912C * DALLAS TACLA20719C TECL 27294 * HOUSTON TACLB29452C

Regulated by the Texas Department of Licensing and Regulation

PO Box 1257 Austin, Texas 78711 800 803-9202 * 512 463-6599 * www.tdlr.texas.gov/complaints

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $17,459.94

WOLF

Item # _____ C.S.I. Section 11420

RESTAURANT RANGES

CHALLENGER XL GAS RESTAURANT RANGE

6 OPEN BURNERS / 24" GRIDDLE-BROILER
60" WIDE GAS RANGE



Model C60SS-6B24GBN
(shown with optional casters)

- ☐ **C60SS-6B24GBN** 2 Standard Ovens / Natural Gas
- ☐ **C60SS-6B24GBP** 2 Standard Ovens / Propane
- ☐ **C60SC-6B24GBN** 1 Standard Oven / 1 Convection Oven Natural Gas
- ☐ **C60SC-6B24GBP** 1 Standard Oven / 1 Convection Oven Propane

STANDARD FEATURES

- Fully MIG welded frame
- Stainless steel front, sides, backriser, lift-off high shelf
- 6" stainless steel adjustable legs
- Six open top burners, each burner is 30,000 BTU/hr. with lift-off burner heads
- 24" manual griddle-broiler, 30,000 BTU/hr., 4" wide grease trough
- Shrouded flash tube pilot system (one pilot per two burners)
- Heavy duty cast grates, easy lift-off 12" x 12½" in front and 12" x 14½" in the rear
- Extra deep pull out crumb tray with welded corners
- 23,000 BTU/hr. baker's depth oven cavity, full size sheet pans (18" x 26") fit front-to-back
- 35,000 BTU/hr. convection oven in place of standard oven 24"d x 26⅜"w x 13⅞"h (115v - 1 phase blower motor, 4 amp, 6' cord and plug), includes three oven racks. Full size sheet pans fit side-to-side in convection oven. Convection oven motor requires field attachment.
- Oven thermostat adjusts from 250°F to 500°F
- Heavy duty cool touch oven door handles
- Two oven racks and four rack positions for each oven
- 1" rear gas connection and pressure regulator
- One year limited parts and labor warranty

SPECIFICATIONS

60" wide gas restaurant range, Wolf Challenger XL Model No. C60SS-6B24GBN. Fully MIG welded aluminized steel frame for added durability. Stainless steel front, sides, backriser, highshelf and 6" adjustable legs. Extra deep crumb tray with welded corners. Six 30,000 BTU/hr. open top burners with lift-off burner heads. Energy saving flashtube open burner ignition system (one pilot for every two burners) shrouded for reliability. 24" manual griddle-broiler, 30,000 BTU/hr., 4" wide grease trough. Heavy duty cast grates, easy lift-off 12" x 12½" in the front and 12" x 14½" in the back to better accommodate stock pots or large pans. Grates have a built in aeration bowl for greater efficiency. Burner knobs are cool to the touch, high temperature material. Two ovens: left oven is 23,000 BTU/hr. baker's depth oven, measures 26¼"d x 20¼"w x 14"h. Right oven is 35,000 BTU/hr. bakers depth oven, measures 27"d x 26⅜"w x 14"h. Oven thermostat adjusts from 250°F to 500°F with a low setting. Each oven is supplied with two racks, two rack guide sets, and four rack positions. Oven doors are heavy duty with an integrated door hinge/spring mechanism requiring no adjustment. 1" rear gas connections with rear manifold and pressure regulator. Total input 268,000 BTU/hr.

Exterior Dimensions:
34¾"d x 60"w x 58"h on 6" adjustable legs

ACCESSORIES (Packaged & Sold Separately)

- ☐ Extra oven rack with rack guides
- ☐ Casters (set of four)
- ☐ Flanged feet (set of four)
- ☐ 10" stainless steel stub back
- ☐ Reinforced high shelf for mounting salamander broiler
- ☐ Hot tops

WOLF
a division of ITW Food Equipment Group LLC
P.O. Box 696 ■ Louisville, KY 40201 ■ Toll-free: 1-800-814-2028 ■ Local: 502-778-2791 ■ Quote & Order Fax: 1-800-444-0602

WOLF

RESTAURANT RANGES

CHALLENGER XL GAS RESTAURANT RANGE
6 OPEN BURNERS / 24" GRIDDLE-BROILER
60" WIDE GAS RANGE

INSTALLATION INSTRUCTIONS

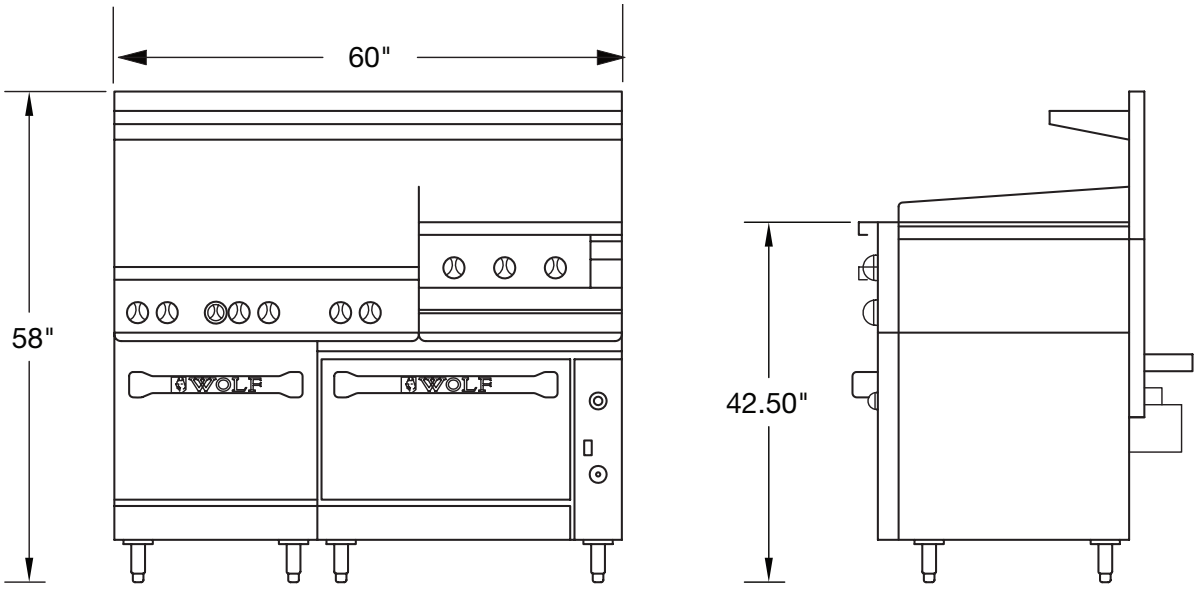
1. A pressure regulator sized for this unit is included. Natural gas 5.0" W.C., propane gas 10.0" W.C.
2. Gas line connecting to range must be 1" or larger. If flexible connectors are used, the inside diameter must be 1" or larger.
3. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by writing to the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269, www.NFPA.org. When writing, refer to NFPA No. 96.
4. These units are manufactured for installation in accordance with ANSZ223.1A (latest edition), National Fuel Gas Code. Copies may be obtained from The American Gas Association, 400 N Capitol St. NW, Washington, DC 20001, www.AGA.org.
5. **Clearances**

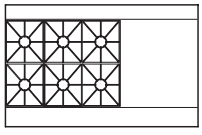
	Rear	**Sides**
Combustible	6"	10"
Standard Oven Non-combustible	0"	0"
Convection Oven Non-combustible	Min. 4"	0"

6. For proper combustion, install equipment on adjustable legs or casters provided with unit.

NOTE: In line with its policy to continually improve its product, Vulcan reserves the right to change materials and specifications without notice.

Specify type of gas when ordering.
Specify altitude when above 2,000 feet.



TOP CONFIGURATION	MODEL NUMBER	DESCRIPTION	TOTAL INPUT BTU / HR	SHIPPING WEIGHT LBS / KG
	**C60SS-6B24GBN**	2 Standard Ovens / 6 Burners / 24" Griddle-Broiler Natural Gas	268,000	1,025 / 465
	C60SS-6B24GBP	2 Standard Ovens / 6 Burners / 24" Griddle-Broiler Propane	268,000	1,025 / 465
	C60SC-6B24GBN	1 Standard Oven / 1 Convection Oven / 6 Burners 24" Griddle-Broiler / Natural Gas	268,000	1,045 / 492
	C60SC-6B24GBP	1 Standard Oven / 1 Convection Oven / 6 Burners 24" Griddle-Broiler / Propane	268,000	1,045 / 492

This appliance is manufactured for commercial use only and is not intended for home use.

WOLF
a division of ITW Food Equipment Group LLC
P.O. Box 696 ■ Louisville, KY 40201 ■ Toll-free: 1-800-814-2028 ■ Local: 502-778-2791 ■ Quote & Order Fax: 1-800-444-0602

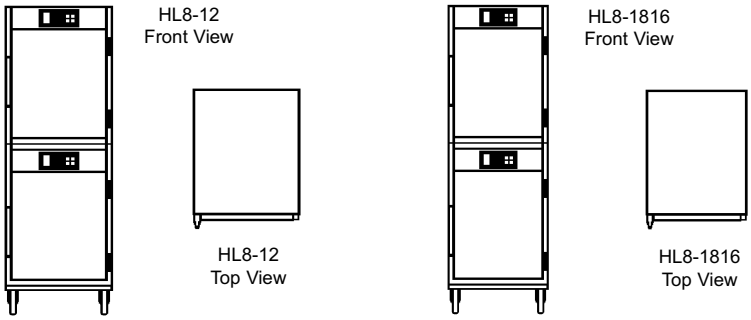
NOTE: In line with its policy to continually improve its products, Wolf reserves the right to change materials and specifications without notice.

CARTER-HOFFMANN

HL8 Series
hotLOGIX HEATED HOLDING CABINETS
(with forced air heating system)
Two Separate Compartments



HL8-1816



Carter-Hoffmann CAD Drawing Scale: 1/4" = 1'

	Model Number	Tray/Pan Capacity		Inside Working Height		Overall Dimensions						Caster Diameter		Shipping Weight	
						Height		Depth		Width					
		18" x 26"	12" x 20"	in	mm	in	mm	in	mm	in	mm	in	mm	lbs	kgs
☐	HL8-1816	16	-	22*	559	72 5/8	1845	30 3/4	781	23 1/4	591	5	127	325	148
☐	HL8-12	12	24	22*	559	72 5/8	1845	30 3/4	781	26 5/8	676	5	127	325	148

*Inside working height per compartment.

CONSTRUCTION... Completely welded cabinet construction with outer cabinet welded to cabinet liner and bolted to base.

CABINET MATERIAL... All stainless steel construction; 20 gauge polished exterior and 24 gauge interior.

BASE FRAME...16 gauge stainless steel with all sides turned down for rigidity.

CASTERS...5" diameter heavy-duty casters with rubber tread. Double ball bearing swivel. Zerk grease fittings. Plate mounted and bolted to base. Two casters fitted with brakes.

INSULATION... High density fiberglass, full 1" thick continuous wrap-around type in top, bottom and sides.

DOORS... Double panel stainless steel; 20 gauge polished exterior and 24 gauge interior. Filled with 1" thick high density fiberglass insulation. Field reversible door swing and gasketless design.

HINGES... Adjustable edgemount hinges with chrome plate finish.

LATCHES... Heavy-duty edgemount latch with magnetic catch on each door.

TRAY RACK ASSEMBLIES... Removable 16 gauge stainless steel tray racks.
HL8-12: Removable wire universal slides. Slides fully adjustable at 1 3/4" spacing. Standard spacing at 3 1/2" centers.
HL8-1816: 18 gauge stainless steel angle slides welded to rack assemblies; fixed spacing at 2 3/4" centers.

CONTROLS... Solid state electronic temperature controller with digital temperature display and temperature alarm. On/off switch and power indicating light. Separate controls for each compartment.

LOW TEMPERATURE ALARM... Equipped with audible temperature alarms; separate alarm for each compartment.

HEATING SYSTEM... Each compartment individually controlled with forced air heating system. Each compartment has one incoloy-sheathed heating element, one fan motor, solid state temperature controller, digital temperature display and on/off switch with power indicating light.

ELECTRICAL CHARACTERISTICS... Operates on 120 volts, 60 cycle, single phase, 2000 watts, 16.7 amps. Six foot 3 wire rubber cord with 3 prong grounding plug. NEMA 5-20P.

PERFORMANCE... Capable of heating to 200° F (94° C). Preheat to 160° F (71° C) in approximately 20 minutes.

ACCESSORIES/OPTIONS...
- ☐ Pass-through doors
- ☐ Clear Lexan doors
- ☐ 3" Casters
- ☐ 4" Legs in lieu of casters
- ☐ Alternate electrical configurations
- ☐ GN 1/1 pan racks (HL8-12 only)
- ☐ Temp display in °C in lieu of °F

Specifications subject to change through product improvement & innovation.

CARTER-HOFFMANN
1551 McCormick Ave., Mundelein, IL 60060
(847) 362-5500 • (800) 323-9793 • Fax (847) 367-8981
www.carter-hoffmann.com

c UL us

ANSI/NSF 4

SPECIFICATIONS

Printed in U.S.A. E30 0613

Carter-Hoffmann is a trademark of Carter-Hoffmann LLC

HL8 Series

hotLOGIX HEATED HOLDING CABINETS

Two Separate Compartments

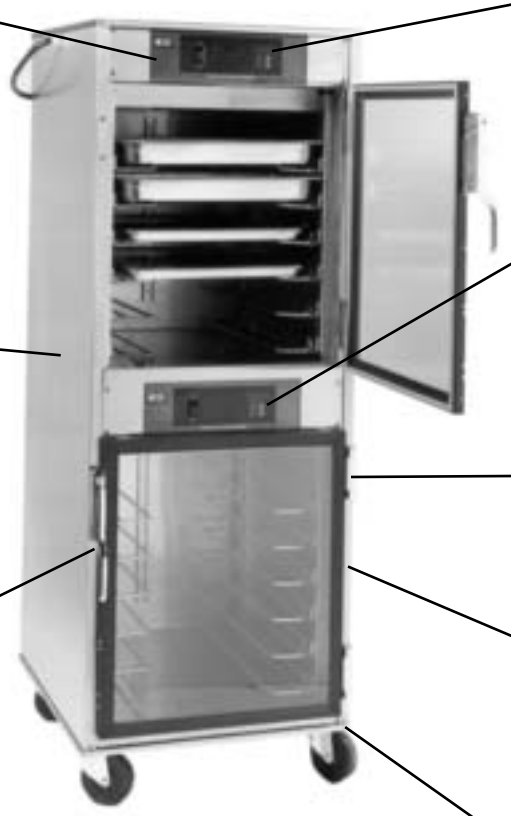
Since 1947, Foodservice Equipment That Delivers!

FEATURES & BENEFITS

HIGH PERFORMANCE CONVECTION HEATER... Heating system located in top of cabinet with blower for quick heat up and recovery and even heat distribution throughout the cabinet.

STAINLESS STEEL CONSTRUCTION... all stainless steel interior and exterior for easy sanitation and long lasting appearance.

GASKETLESS DOOR DESIGN WITH EASY GRIP HANDLE... Ergonomically designed for easy opening. Magnetic catch keeps door positively closed for maximum cabinet temperature maintenance. Gasketless design reduces maintenance.



HL8-12
(shown with optional clear doors)

SOLID STATE ELECTRONIC CONTROLLER... Ensures reliable and consistent cabinet temperature for safe food holding. Digital display for accurate temperature monitoring.

TEMPERTURE SAFETY ALARM... Alarm alerts the operator if the cabinet temperature drops below a designated level, promoting food safety.

HEAVY-DUTY DOOR HINGES... Long lasting and durable for frequent opening and closing of doors.

HIGH DENSITY FIBERGLASS INSULATION... Insulation in cabinet sides, top, bottom, and door for maximum heat retention and efficiency.

STAINLESS STEEL CASTER BASE... Mobile, for cabinet versatility.

REMOVABLE STAINLESS STEEL TRAY RACKS... Makes routine cleaning simple and quick.

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ANSI/NSF 4

Qty. _____ Item No. _____

HOBART
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LT-1 DISHWASHER

LT-1 LOW-TEMP CHEMICAL DISHWASHER

- All stainless steel construction including tank, chamber, doors, and frames.
- 37 Racks/Hr. - 1.7 Gal./Rack 140°F water usage.
- Field adjustable from straight to corner operation.
- Door cycle switch controls machine operation.
- Filling machine initially – auto fill after first cycle – Fill time field adjustable.
- All doors raise and close together and are guided for ease of operation.
- Solenoid operated positive seating drain valve - open and closed. No water waste.
- Long life detergent - sanitizer - rinse additive pumps supplied mounted in control center.
- High pressure - All stainless steel revolving, interchangeable upper, and lower ball bearing wash/rinse arms.
- ¾ H.P.- 3450 RPM Pump Motor - 45 GPM.
- 120/60/1 Electrical Specification.
- Self-flushing stainless steel pump strainer. Large scrap accumulator.
- Exclusive de-liming cycle.

Specifications, Details and Dimensions on Reverse Side.



Shown with Optional Front Panel

LT-1
DISHWASHER

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SPECIFICATIONS: Listed by Underwriters Laboratories Inc and National Sanitation Foundation.

Model LT-1 low temperature (140°F) fill and dump dishwasher is delivered for straight thru operation. Three door lift design can be easily converted to a corner operation at installation. Standard electrical voltage specification is 120/60/1. No racks are shipped with machine.

***CAUTION:** Certain materials, including silver, aluminum, and pewter are attacked by sodium hypochlorite (liquid bleach).

CONSTRUCTION: Tank, doors, chamber, and sump constructed of 16 ga. stainless steel, heliarc welded. Frame constructed of 12 ga. and 16 ga. stainless steel.

DOOR LIFT: All three doors coupled by chrome plated handle and spring counter-balanced. All doors guided for ease of operation and long life.

PUMP: Integral with ¾ H.P. motor assures alignment and quiet operation. Pump shaft seal with stainless steel parts and a carbon ceramic sealing interface. Pump capacity is 45 gpm.

CONTROL SYSTEM: Top mounted control box features an on/off switch, drain/fill switch, cycle light, counter and de-liming switch for cleaning. Control box also contains three peristaltic pumps with individual priming switches to automatically inject correct amount of chemicals in the machine each cycle.

CYCLE OPERATION: Closing the doors starts the wash cycle thru door cycle switch. During wash cycle, detergent is injected into machine. After wash cycle, machine empties the wash water into the external scrap accumulator while the flush cycle flushes the wash systems and pump of any remaining detergent. The machine then fills for the rinse/sanitizer portion of the cycle. During the rinse cycle, wetting agent, and sanitizer are pumped into the machine. At the end of the rinse cycle, the cycle is complete. The rinse water is retained for the next wash cycle. If the cycle is interrupted, the cycle will continue from time of interruption and complete the cycle.

Wash	40 seconds
Drain	10 seconds
Flush	3 seconds
Fill	9 seconds
Rinse	20 seconds

RACK CAPACITY:
40 Racks/hr

WASH AND RINSE: Revolving stainless steel ball bearing wash/rinse arms above and below provide thorough distribution of water jets to all dishware surfaces. Arms are easily removable for cleaning and are interchangeable. Stainless steel tubing connects upper and lower systems.

FILL: Incoming water passes through large capacity line strainer and is controlled by solenoid operated fill valve on upstream side of vacuum breaker. Fill activates flushing of the entire system each cycle. The fill time gives the correct amount of water per cycle when the inlet pressure is 15 to 25 psig.

OVERFLOW: Automatic overflow built into drain tube and directed to external scrap strainer pan.

DRAIN: Solenoid operated drain stopper automatically empties the dishwasher each cycle. Drain stopper is large diameter, high temperature material engineered to provide free flush drain.

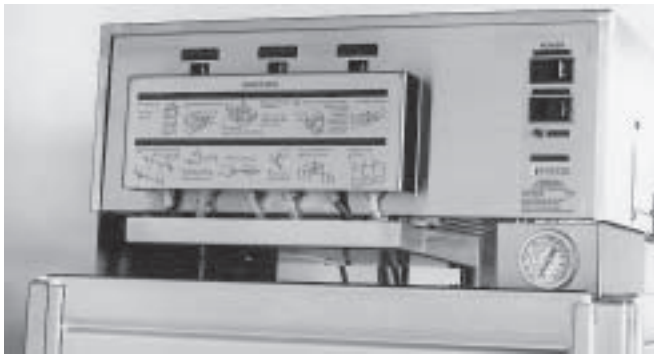
STRAINER SYSTEM: Equipped with self-flushing, removable, perforated stainless steel, inside pump strainer, and large capacity, easily cleanable, outside, perforated stainless steel strainer pan.

OPTIONAL EQUIPMENT AT EXTRA COST: Stainless steel front panel. Removable without the use of tools.

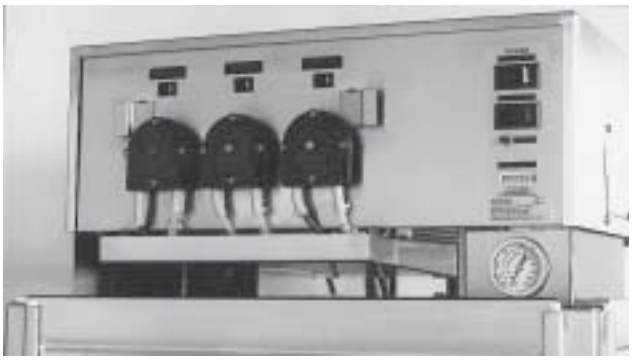
ACCESSORIES: Peg and combination racks can be furnished at added cost.

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LT-1 DISHWASHER



CONTROL PANEL: Top-mounted control box features an on/off switch, drain/fill switch, cycle light, visual chemical dispensing counter and de-liming switch for cleaning.



DISPENSING PUMPS: Under the easily removable pump are three peristaltic pumps that dispense detergent, sanitizer and rinse aid.

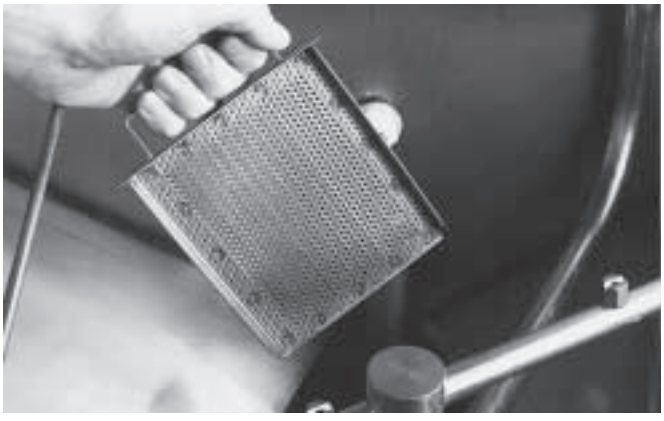




UPPER AND LOWER WASH/RINSE ARMS: All stainless steel and interchangeable. Stainless steel tubing connects upper and lower systems. Easily removable without the use of tools for ease of cleaning. Provides thorough distribution of water to all surfaces.



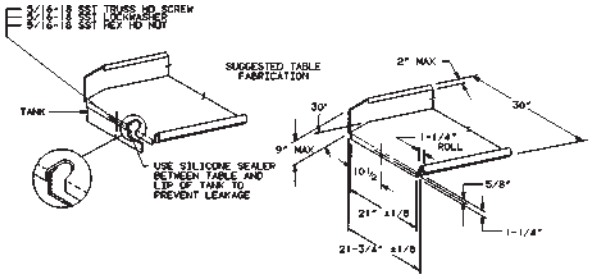
EXTERNAL STRAINER PAN: Conveniently located for operator inspection and cleaning. All stainless steel construction.



PUMP STRAINER: Self-flushing, perforated stainless steel.

LT-1
DISHWASHER

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DETAILS AND CONNECTIONS

LT-1 STRAIGHT THROUGH & CORNER

① SINGLE FILL & RINSE CONNECTION - 3/4" FEMALE THREAD
RECOMMENDED WATER TEMP. 140°F (120°F MIN)

REQUIRED BUILDING FLOWING WATER PRESSURE TO THE DISHWASHER IS 15-25 PSIG. IF PRESSURE IS HIGHER THAN 25 PSIG, A PRESSURE REGULATING VALVE MUST BE SUPPLIED (BY OTHERS) IN THE WATER LINE TO THE DISHWASHER. RECOMMENDED WATER HARDNESS TO BE 2-6 GRAINS FOR BEST RESULTS

② DRAIN PIPE CONNECTION - 2" MALE THREAD

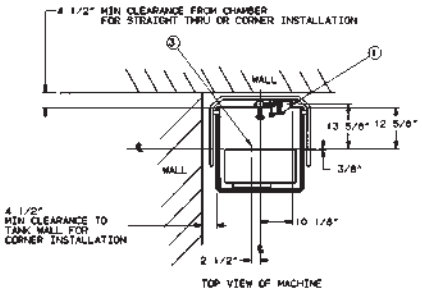
③ ELECTRICAL CONNECTION - KNOCKOUT FOR 1/2" CONDUIT
SUPPLY VOLTAGE - 120/60/1
RATED AMPS - 14.0
MINIMUM SUPPLY CIRCUIT CONDUCTOR AMPACITY - 20
MAXIMUM TIME DELAY FUSE - 20

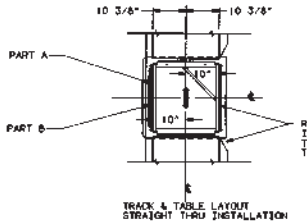
SIZE OF RACKS - 19-3/4" X 19-3/4"

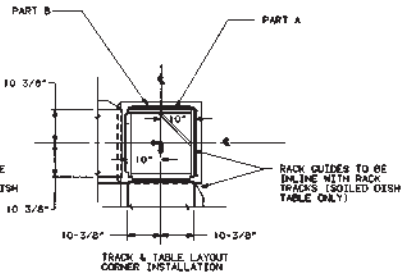
3/4 H.P. MOTOR

ALL DIMENSIONS TAKEN FROM FLOOR LINE MAY INCREASE 1" OR DECREASE 1/2" DEPENDING ON LEG ADJUSTMENT

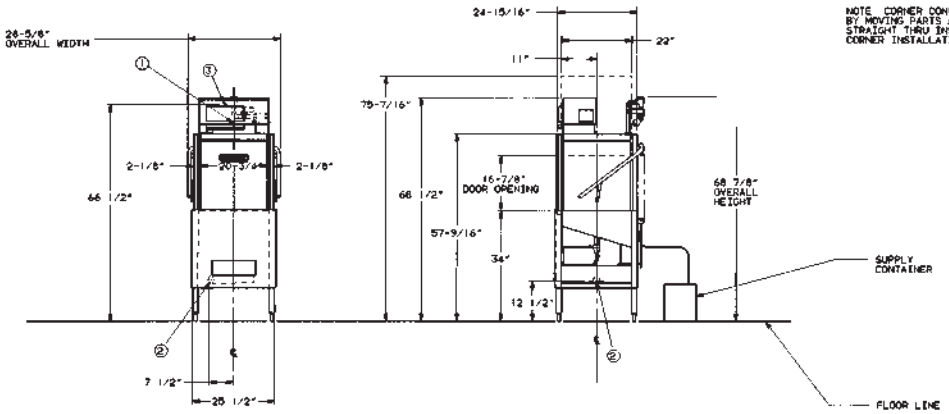
NOTE WATER HAMMER ARRESTOR (MEETING ASSE-1010 STANDARD OR EQUIVALENT) TO BE SUPPLIED (BY OTHERS) IN WATER SUPPLY LINE AT SERVICE CONNECTION







NOTE CORNER CONVERSION IS ACCOMPLISHED BY MOVING PARTS A, B, & FASTENERS FROM STRAIGHT THRU INSTALLATION POSITION TO CORNER INSTALLATION POSITION AS SHOWN ABOVE.



WARNING

PLUMBING CONNECTIONS MUST COMPLY WITH APPLICABLE SANITARY, SAFETY AND PLUMBING CODES IN FORCE

WARNING

ELECTRICAL AND GROUNDING CONNECTIONS MUST COMPLY WITH THE APPLICABLE PORTIONS OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER LOCAL ELECTRICAL CODES.

NET WEIGHT OF MACHINE = 239 LBS
DOMESTIC SHIPPING WEIGHT = 304 LBS

As continued product improvement is a policy of Hobart, specifications are subject to change without notice.

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FORM F-8314 (REV. 8/03)
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Consent 26.

Regular Board of Supervisors Meeting **Procurement**

Meeting Date:	12/20/2016		
Approve the Sale of One Used Cell Phone			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the sale of one used cell phone declared surplus by the Procurement Department Property Manager for the amount of $65.

Background:

In accordance with the Arizona Revised Statute 11-251 a County may dispose of surplus equipment and materials that has little or no value in any manner authorized by the Board. The Property Manager has made the determination that $65 is a reasonable offer based on current market conditions. IT staff also made a formal appraisal through Verizon and $65 was final appraised price.

Department's Next Steps (if approved):

Prepare a bill of sale, collect $65, and deposit the money into the general fund.

Impact of NOT Approving/Alternatives:

Supervisor Searle would have to bid on the item at public auction.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Consent 27.

Regular Board of Supervisors Meeting **Workforce Development**

Meeting Date: 12/20/2016

WIB Amendment #6 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121

Submitted By:	Rebecca Reynolds, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	na	**TITLE of PRESENTER:**	na
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve Amendment #6 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area from April 1, 2015 to June 30, 2018 in the amount of $300,494.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise Private Industry Council, Inc. (CPIC) works with Adult, Youth, and Dislocated Worker training programs in Cochise, Graham, and Greenlee Counties. CPIC is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2015 to June 30, 2018.

Fiscal Impact/Funding Sources: The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be $5,271,918. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff. Request a fully executed original to be returned to the Board office.

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

Amendment #6

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Cochise County Board of Supervisors 1415 W Melody Lane Bisbee, AZ 85603	DI16-002121
	3. AMENDMENT NUMBER 6

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

PY	2014	AD ADMIN	$5.00
PY	2014	YT ADMIN	$162
PY	2014	DW ADMIN	$0
FY	2015	AD ADMIN	$72
FY	2015	DW ADMIN	$0
PY	2014	YOUTH	$97,515.00
PY	2014	ADULT	$81.00
FY	2015	ADULT	$7,082
PY	2014	DW	$2,878.00
FY	2015	DW	$67,459
PY	2014	RR	$14,378
FY	2015	RR	$102,742

FY	2015	DW Set-a-Side Additional funds provided for System Building Activities	$8,120

This is an increase of $300,494

The reimbursement ceiling is increased from $4,971,424 to $5,271,918

Attachment B, Allocation by Program and Fiscal Year, updated 12/5/2016 is revised and attached and reflects all current totals by Program and Fiscal Year.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR **COCHISE COUNTY**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME
TITLE	TITLE
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE:

DI16-002121 A6

Attachment B - WIOA Allocation by Program and Fiscal Year
Updated 12/5/2016

Vendor Name: Cochise County
Contract # DI16-002121

Note: The final Close out packet for the PY15/FY16 allocation is due to DES on or before 8/1/2018

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2015	AD Admin	$ 3,705	07/01/15	06/30/17	8/15/2017
PY	2015	YT Admin	$ 44,233	04/01/15	06/30/17	8/15/2017
PY	2015	DW Admin	$ 14,761	07/01/15	06/30/17	8/15/2017
FY	2016	AD Admin	$ 40,623	10/01/15	06/30/17	8/15/2017
FY	2016	DW Admin	$ 81,353	10/01/15	06/30/17	8/15/2017
PY	2015	Youth	$ 398,097	04/01/15	06/30/17	8/15/2017
PY	2015	Adult	$ 33,341	07/01/15	06/30/17	8/15/2017
FY	2016	Adult	$ 365,604	10/01/15	06/30/17	8/15/2017
PY	2015	DW	$ 132,846	07/01/15	06/30/17	8/15/2017
FY	2016	DW	$ 732,179	10/01/15	06/30/17	8/15/2017
PY	2015	RR	$ 16,606	07/01/15	06/30/17	8/15/2017
FY	2016	RR	$ 91,522	10/01/15	06/30/17	8/15/2017
TOTAL			$ 1,954,870			

Funding provided by U.S Department of Labor

Note : The final close out packet for the PY14/FY15 allocation is due to DES on or before 8/01/2017

DI16-002121 A3 & A6

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2014	AD ADMIN	$ 5	7/1/2014	5/30/2017	7/15/2017
PY	2014	YT ADMIN	$ 25,174	4/1/2014	5/30/2017	7/15/2017
PY	2014	DW ADMIN	$ 7,782	7/1/2014	6/30/2016	8/15/2016
FY	2015	AD ADMIN	$ 28,030	10/1/2014	5/30/2017	7/15/2017
FY	2015	DW ADMIN	$ 84,132	10/1/2014	6/30/2016	8/15/2016
PY	2014	YOUTH	$ 202,440	4/1/2014	5/30/2017	7/15/2017
PY	2014	ADULT	$ 81	7/1/2014	5/30/2017	7/15/2017
FY	2015	ADULT	$ 20,547	10/1/2014	5/30/2017	7/15/2017
PY	2014	DW	$ 2,878	7/1/2014	5/30/2017	7/15/2017
FY	2015	DW	$ 654,801	10/1/2014	5/30/2017	7/15/2017
PY	2014	RR	$ 21,344	7/1/2014	5/30/2017	7/15/2017
FY	2015	RR	$ 195,935	10/1/2014	5/30/2017	7/15/2017
FY	2015	DW NAT RES	$ 15,219	10/1/2015	12/31/2016	1/30/2017
FY	2015	DW SAS System Bldg	$ 8,120	10/1/2014	5/30/2017	7/15/2017
TOTAL			$ 1,266,488			

Note : The final close out packet for the PY13/FY14 allocation is due to DES on or before 8/01/2017

DI16-002121 A4

PY_FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2013	AD ADMIN	$ 1	7/1/2014	6/30/2016	7/15/2016
PY	2013	YT ADMIN	$ 135	4/1/2014	6/30/2016	7/15/2016
FY	2014	AD ADMIN	$ 53	10/1/2014	6/30/2016	7/15/2016
FY	2014	DW ADMIN	$ 245	10/1/2014	6/30/2016	7/15/2016
PY	2013	YOUTH	$ 26,241	4/1/2014	6/30/2016	7/15/2016
PY	2013	ADULT	$ 74	7/1/2014	6/30/2016	7/15/2016
FY	2014	ADULT	$ 1,869	10/1/2014	6/30/2016	7/15/2016
PY	2013	DW	$ 748	7/1/2014	6/30/2016	7/15/2016
FY	2014	DW	$ 9,275	10/1/2014	6/30/2016	7/15/2016
PY	2013	RR	$ 254	7/1/2014	6/30/2016	7/15/2016
FY	2014	RR	$ 3,699	10/1/2014	6/30/2016	7/15/2016
TOTAL			$42,594.00			

Note : The final close out packet for the PY16/FY17 allocation is due to DES on or before 8/01/2019

DI16-002121 A5

PY/FY	Year	Program	Amount	Begin Date	End Date	Final Expenditure / Cash Report Submission Date
PY	2016	AD Admin	$ 6,041	07/01/16	06/30/18	8/15/2018
PY	2016	YT Admin	$ 46,615	04/01/16	06/30/18	8/15/2018
PY	2016	DW Admin	$ 15,059	07/01/16	06/30/18	8/15/2018
FY	2017	AD Admin	$ 41,402	10/01/16	06/30/18	8/15/2018
FY	2017	DW Admin	$ 80,242	10/01/16	06/30/18	8/15/2018
PY	2016	Youth	$ 419,537	04/01/16	06/30/18	8/15/2018
PY	2016	Adult	$ 54,372	07/01/16	06/30/18	8/15/2018
FY	2017	Adult	$ 372,618	10/01/16	06/30/18	8/15/2018
PY	2016	DW	$ 135,540	07/01/16	06/30/18	8/15/2018
FY	2017	DW	$ 722,178	10/01/16	06/30/18	8/15/2018
PY	2016	RR	$ 18,072	07/01/16	06/30/18	8/15/2018
FY	2017	RR	$ 96,290	10/01/16	06/30/18	8/15/2018
TOTAL			$ 2,007,966			

Action 28.

Regular Board of Supervisors Meeting — **Community Development**

Meeting Date: 12/20/2016

Approve Highway application to Federal Railroad Administration for Quiet Zones in Bowie and Dragoon

Submitted By:	Karen Riggs, Community Development		
Department:	Community Development	**Division:**	Highway
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Karen Riggs	**TITLE of PRESENTER:**	County Engineer
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Highway Department application to the Federal Railroad Administration for change of status of railroad crossings in Bowie and Dragoon to Quiet Zones, based on cost estimates for required upgrades to both crossings in the not to exceed amount of $67,000.

Background:

The Highway Department was approached first from the community of Bowie and then by the community of Dragoon, both unincorporated, to sponsor Quiet Zones at the gated railroad crossings in their communities. A Quiet Zone if approved would allow the train engineers not to blow the train horn in the vicinity of the crossing. Train Engineers would still have authority to sound then horns when in their opinion it would be required for safety.

Since the communities are unincorporated, the County would be required to be the municipal sponsor of the quiet zones. At the direction of the Board of Supervisors, Highway met with the Federal Railroad Administration (FRA) and Union Pacific Railroad (UPRR) on both sites to get their input as to what physical improvements would be necessary to qualify. We were informed that the existing crossing arms were adequate and what would be needed would be concrete medians and side curbing, additional striping and signing. The signing would be required not only at the crossing itself but also at cross streets leading to the crossing. Our estimates of those costs are approximately $33,500 each for a total of $67,000.

If approved by the Board, Highway will apply for the Quiet Zone status and submit our plans and cost estimates. If approved by FRA, we will proceed with permits and construction. We will also be responsible for maintenance of the curbs, striping and signing. This should be a minimal annual cost unless the curbs are substantially damaged. I want to stress that our cost estimates are based on what FRA and UPRR told us would be necessary after meeting on both sites. If their requirements change and cause our required costs to increase more than 20% above these estimates, I would suggest that we come back to the Board before continuing.

An initial concern in addition to cost outlay by the County was the potential liability. ACIP has weighed in that if our plans are approved by FRA and we construct as such, there should be minimal increased liability to County.

Department's Next Steps (if approved):

If approved, Highway will finalize plans and submit formal applications to FRA for the Bowie and Dragoon crossings. If those are approved without substantial cost increases required, we will schedule construction and complete the projects as soon as they can be fit in to already committed FY16/17 projects.

Impact of NOT Approving/Alternatives:

Bowie and Dragoon communities will not have the required municipal and fiscal sponsor and will not be eligible for quiet zones.

To BOS Staff: Document Disposition/Follow-Up:

No Board follow up needed.

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ◉ **Amount Available:** 67000

Unbudgeted: ◉ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1: 251-4010-9-421.000

Fund Transfers

Fiscal Year: 16/17

One-time Fixed Costs? ($$$): 67000

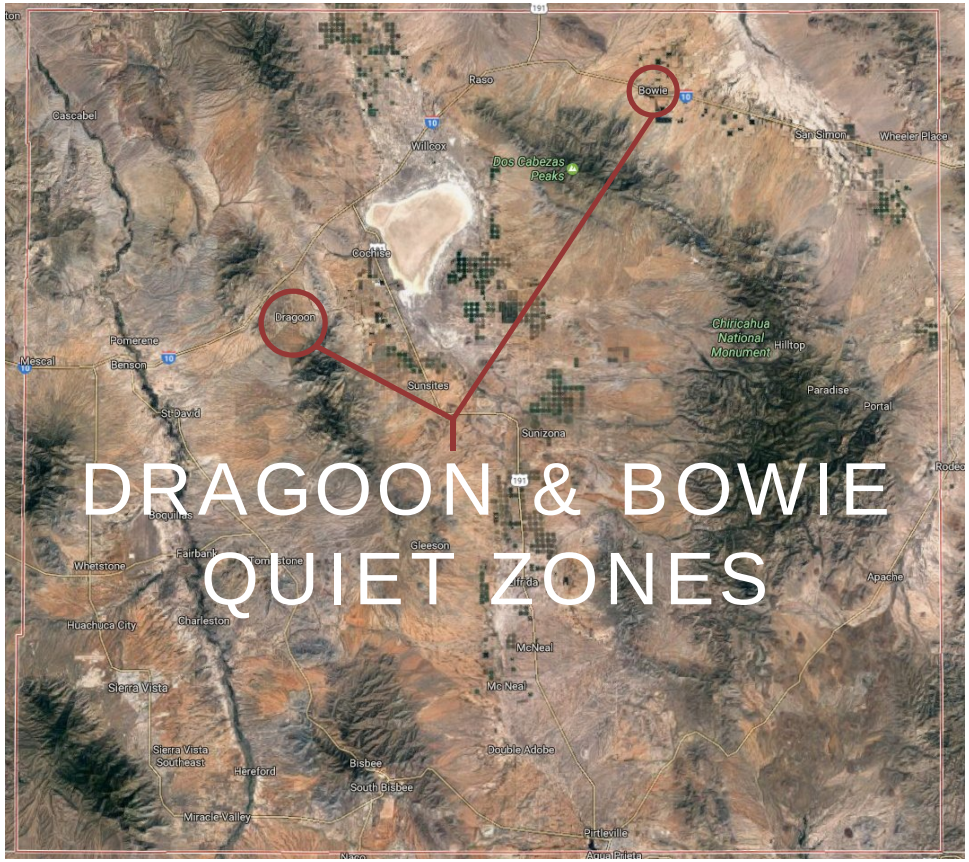
Ongoing Costs? ($$$): 1000
County Match Required? ($$$): 67000
A-87 Overhead Amt? (Co. Cost Allocation $$$): 0
Source of Funding?: 421.000

Fiscal Impact & Funding Sources (if known):
entered above.

Attachments

PP Presentation
Quiet Zone Memo

COCHISE COUNTY



Public Programs…Personal Service

COCHISE COUNTY

Dragoon Quiet Zone Location



COCHISE COUNTY

Bowie Quiet Zone Location



COCHISE COUNTY

Median & Curbing Example



Cochise County
Community Development
Highway and Floodplain Division

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

Quiet Zone Requirements & Cost Estimations

Introduction:

The Cochise County Highway & Floodplain Department was asked to research and provide the requirements and cost estimations for quiet zones at the railway crossings on Central Avenue in Bowie, AZ and Dragoon Road in Dragoon, AZ. The following is a summary of our findings.

Quiet Zone Railroad Requirements:

- Conduct a traffic count – A 2015 traffic count has been provided by SEAGO. If necessary, the county can provide updated counts for both roadways.
- Eligibility calculator to be completed by Cochise County.
- If eligible and approved by the Board of Supervisors, provide a design plan with cost estimates to the Union Pacific Railroad and the Federal Railroad Administration for approval.

Cost Estimations

- Cost estimations were provided by Highway Operation's signing and structures departments
- Costs include material, labor, and equipment for the construction of a median island and curbing
- The below table summarizes the costs per quiet zone. The cost to build both is estimated at $66,930.
- Costs estimates shown are based on the criteria given to Cochise County by the Federal Railroad Administration. If any recommendations and/or requirements of additions, changes, or reductions to our project are given by the Union Pacific Railroad and/or the Federal Railroad Administration, please note that costs may also increase or decrease.

Central Avenue & Dragoon Road Quiet Zone			
Estimated Costs Per Quiet Zone			
Material	Labor	Equipment	Total Costs
$13,845.00	$12,065.00	$7,555.00	$33,465.00

Example of Median & Curb Placing



Action 29.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 12/20/2016

Adopt Resolution 16-__ Authorizing the addition of 1.49 miles of Bascom Trail from Cattle Drive to Indian Trail to the Cochise County Maintained Road

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 Riggs	**TITLE of PRESENTER:**	Director
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 28-6705

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 16-49 authorizing the addition of 1.49 miles of Bascom Trail from Cattle Drive to Indian Trail to the Cochise County Maintained Road System.

Background:

The Road Drop/Add Policy was approved in 2007 and since that time a total of 12.315 miles was dropped and 8.35 miles have been added in Supervisory District 3, leaving a balance of 3.965 miles. At this time Supervisor Searle is requesting that 1.49 miles of Bascom Trail be added in the Kansas Settlement area. This segment of road is contiguous to an existing County Maintained Road, and serves the Chiricahua Trails Volunteer Fire Department and several residences.

Per the Road Drop/Add Policy staff reviewed the road and reports as follows:

- Yes, the road was open and in use prior to June 13, 1975 as evidenced by the 1974 Dos Cabezas Southwest 7.5 Minutes USGS Quadrangle
- Yes, there is a minimum width of 50 feet of public right-of-way. Right of Way for Bascom Trail is 80 feet.
- Yes, there is a minimum average width of 18 feet or more of travel way.
- Yes, the road is contiguous to another County Maintained Road.
- Yes, the road is located within the same district as a dropped road.
- We do not know if the road has a minimum ADT of about 50 or more, but development adjacent would indicate close to 50.
- Yes, the road has a safe driving speed of about 35 mph under most weather conditions.
- No, the road is not free of hazardous encroachments. In areas there is fencing encroaching on the right-of-way.
- Yes, drainage issues are minimal and can be addressed without the need of additional right-of-way.
- There are not significant utility conflicts. Within the right-of-way there are utility poles and a high pressure gas line also crosses Bascom Trail at one location.
- Yes, substandard maintenance may be in accordance with ARS 28-6705 regarding Primitive Roads, except for drainage issues as noted.

Three of the items above that are required per the Drop/Add Policy were analyzed by staff and further explanation is below.

Although the minimum ADT of about 50 or more requirement is not met by Bascom Trail, the traffic that does traverse these roads is not only residential but also traffic from the Chiricahua Trails Volunteer Fire Department. The emergency services provided by this volunteer fire department are in the best interest of Cochise County and the public.

Encroachments within the right-of-way would not affect maintenance at this time. The property owners would be notified of the encroachment and if necessary, may be required to remove fencing.

There are some drainage issues, as there are at least four water crossing on Bascom Trail but there should not be a need for further right-of-way. Dependant on whether culverts need to be installed and/or replaced yearly costs may increase. However, the resident must understand that the maintenance level is limited to “primitive”, which will mean simple grading just a few times a year.

Department's Next Steps (if approved):

If approved, the road segment will be brought into the maintenance system as a Primitive Road.

Impact of NOT Approving/Alternatives:

Should the item not be approved the road segment will not be brought into the Road Maintenance System.

To BOS Staff: Document Disposition/Follow-Up:
Recored Resolution with Cochise Coutny Recorder's Office and return copy to Teresa Murphy H&F Div.

Budget Information

Information about available funds

Budgeted: ◉ **Funds Available:** ◉ **Amount Available:**

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year:

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

Ongoing Costs? ($$$): 2500.00

County Match Required? ($$$):

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

Source of Funding?: 251-4010-9-413.700

Fiscal Impact & Funding Sources (if known):

Oning costs will be from Highway Funding Source 251-4010-9-413.70

Attachments

Resolution
Resolution Map
Executive Summary
Executive Summary Map
Location Map

RESOLUTION 16-___

AUTHORIZING THE ADDITION OF A PORTION OF BASCOM TRAIL LOCATED NEAR WILLCOX TO THE COCHISE COUNTY MAINTAINED ROAD SYSTEM

WHEREAS, the Board of Supervisors is authorized to lay out, maintain, control and manage public roads under its jurisdiction pursuant to A.R.S. § 11-251(4); and

WHEREAS, on November 13, 1989, the Board approved the official Cochise County Maintained Road System Maps by Resolution 89-107, which has been amended from time to time; and

WHEREAS, on September 11, 2007, the Board adopted Resolution 07-77 establishing a policy for deleting roads from and adding roads to the County Road Maintenance System and part of the intent of Resolution 07-77 is that it may add roads into the Road Maintenance System as a replacement for deleted roads when doing so is in the best interest of Cochise County and the public at large; and

WHEREAS, in previous actions the Board resolved to delete 12.315 miles and add 8.35 miles of roads in Supervisory District 3 into the County's Road Maintenance System leaving a balance of 3.965 miles that can be added; and

WHEREAS, there has been presented to the Board a formal request to add 1.49 miles of Bascom Trail near Willcox to the County's Road Maintenance System as depicted on the attached map; and

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held December 20th, 2016, has determined that approving the addition of 1.49 miles of Bascom Trail, as specified above would be in the best interest of Cochise County and the public at large,

NOW, THEREFORE, IT IS HEREBY RESOLVED that we, the Board of Supervisors of Cochise County, do hereby approve the following revision to be made to the Cochise County Maintained Road System Maps:

MAP PAGE 2
Bascom Trail #1348: Add Bascom Trail, from Cattle Drive north 1.49 miles to Indian Trail

IT IS FINALLY RESOLVED that we, the Board of Supervisors, do hereby approve the addition of 1.49 miles of maintenance on the road described above.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2016.

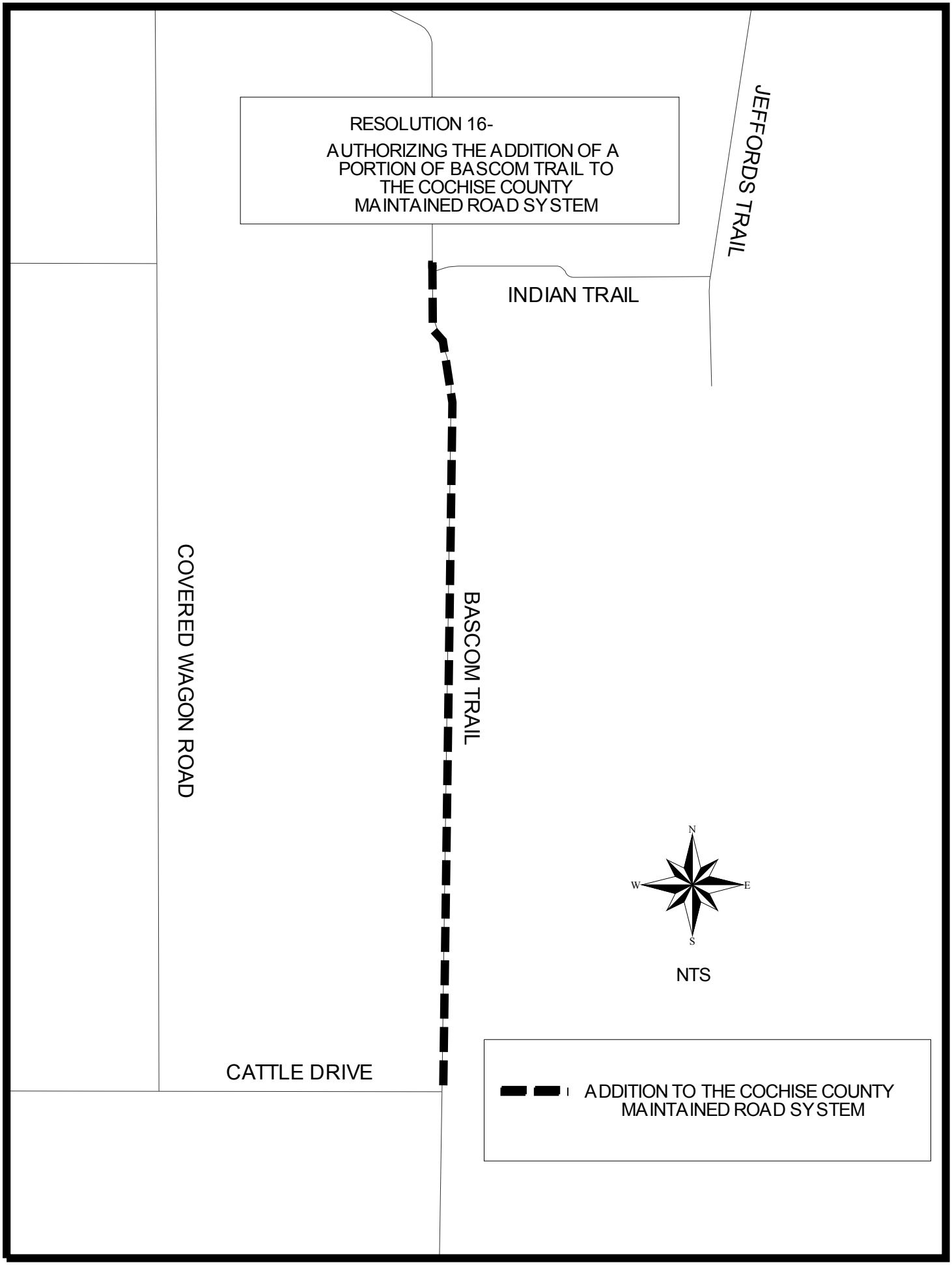
_____
Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

_____
Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

_____
Lauri J. Owen
Civil Deputy County Attorney


RESOLUTION 16-
AUTHORIZING THE ADDITION OF A PORTION OF BASCOM TRAIL TO THE COCHISE COUNTY MAINTAINED ROAD SYSTEM
JEFFORDS TRAIL
INDIAN TRAIL
COVERED WAGON ROAD
BASCOM TRAIL
N
W
E
S
NTS
CATTLE DRIVE
ADDITION TO THE COCHISE COUNTY MAINTAINED ROAD SYSTEM

Cochise County
Community Development
Highway and Floodplain Division

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

INTEROFFICE MEMO

Date: December 6, 2016

To: Board of Supervisors

Thru: Karen Riggs, Director

From: Teresa Murphy, Right of Way Agent

Subject: Add a portion of Bascom Trail to County Maintained Road System

Recommendation: Authorize the addition of a portion of Bascom Trail from Cattle Drive to Indian Trial located near Willcox to the Cochise County Maintained Road System.

Background (Brief): The Road Drop/Add Policy was approved in 2007 and since that time a total of 12.315 miles was dropped and 8.35 miles have been added in Supervisory District 3, leaving a balance of 3.965 miles. At this time Supervisor Searle is requesting that 1.49 miles of Bascom Trail be added in the Kansas Settlement area. This segment of road is contiguous to an existing County Maintained Road, and serves the Chiricahua Trails Volunteer Fire Department and several residences.

Per the Road Drop/Add Policy staff reviewed the road and reports as follows:

- Yes, the road was open and in use prior to June 13, 1975 as evidenced by the 1974 Dos Cabezas Southwest 7.5 Minutes USGS Quadrangle
- Yes, there is a minimum width of 50 feet of public right-of-way. Right of Way for Bascom Trail is 80 feet.
- Yes, there is a minimum average width of 18 feet or more of travel way.
- Yes, the road is contiguous to another County Maintained Road.
- Yes, the road is located within the same district as a dropped road.
- We do not know if the road has a minimum ADT of about 50 or more, but development adjacent would indicate close to 50.
- Yes, the road has a safe driving speed of about 35 mph under most weather conditions.
- No, the road is not free of hazardous encroachments. In areas there is fencing encroaching on the right-of-way.
- Yes, drainage issues are minimal and can be addressed without the need of additional right-of-way.
- There are not significant utility conflicts. Within the right-of-way there are utility poles and a high pressure gas line also crosses Bascom Trail at one location.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

- Yes, substandard maintenance may be in accordance with ARS 28-6705 regarding Primitive Roads, except for drainage issues as noted.

Three of the items above that are required per the Drop/Add Policy were analyzed by staff and further explanation is below.

Although the minimum ADT of about 50 or more requirement is not met by Bascom Trail, the traffic that does traverse these roads is not only residential but also traffic from the Chiricahua Trails Volunteer Fire Department. The emergency services provided by this volunteer fire department are in the best interest of Cochise County and the public.

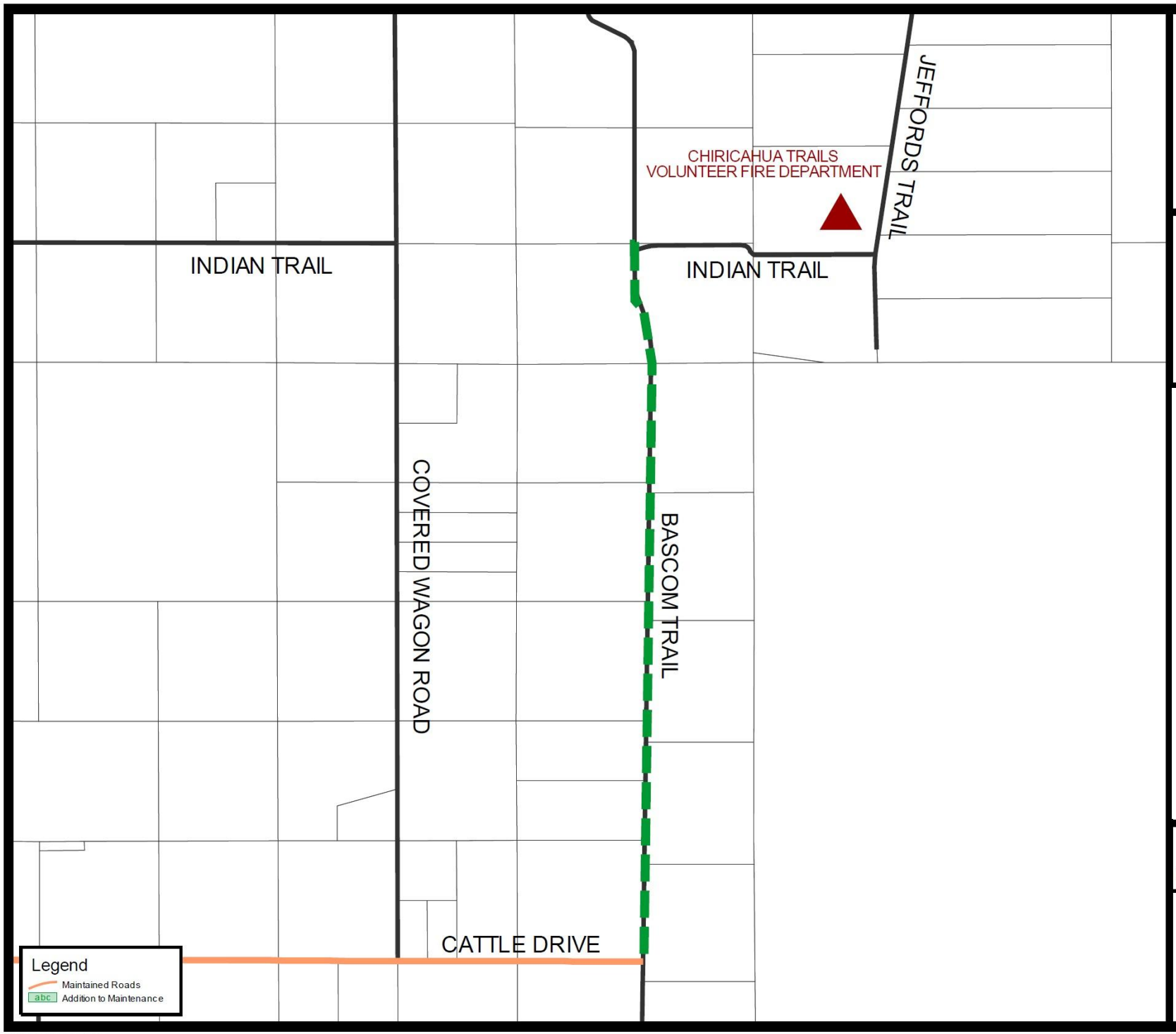
Encroachments within the right-of-way would not affect maintenance at this time. The property owners would be notified of the encroachment and if necessary, may be required to remove fencing.

There are some drainage issues, as there are at least four water crossing on Bascom Trail but there should not be a need for further right-of-way. Dependant on whether culverts need to be installed and/or replaced yearly costs may increase. However, the resident must understand that the maintenance level is limited to "primitive", which will mean simple grading just a few times a year.

Fiscal Impact & Funding Sources: Routine 1.49 miles of Primitive road maintenance is estimated at $2,500.00; which includes routine blading and culvert cleanout.

Next Steps/Action Items/Follow-up: If approved, the road segment will be brought into the maintenance system as a Primitive Road.

Impact of <u>Not</u> Approving: Should the item not be approved the road segment will not be brought into the Road Maintenance System.





Executive
Summary Map

Proposed Addition
of 1.49 of
Bascom Trail to
the Cochise
County Maintained
Road System

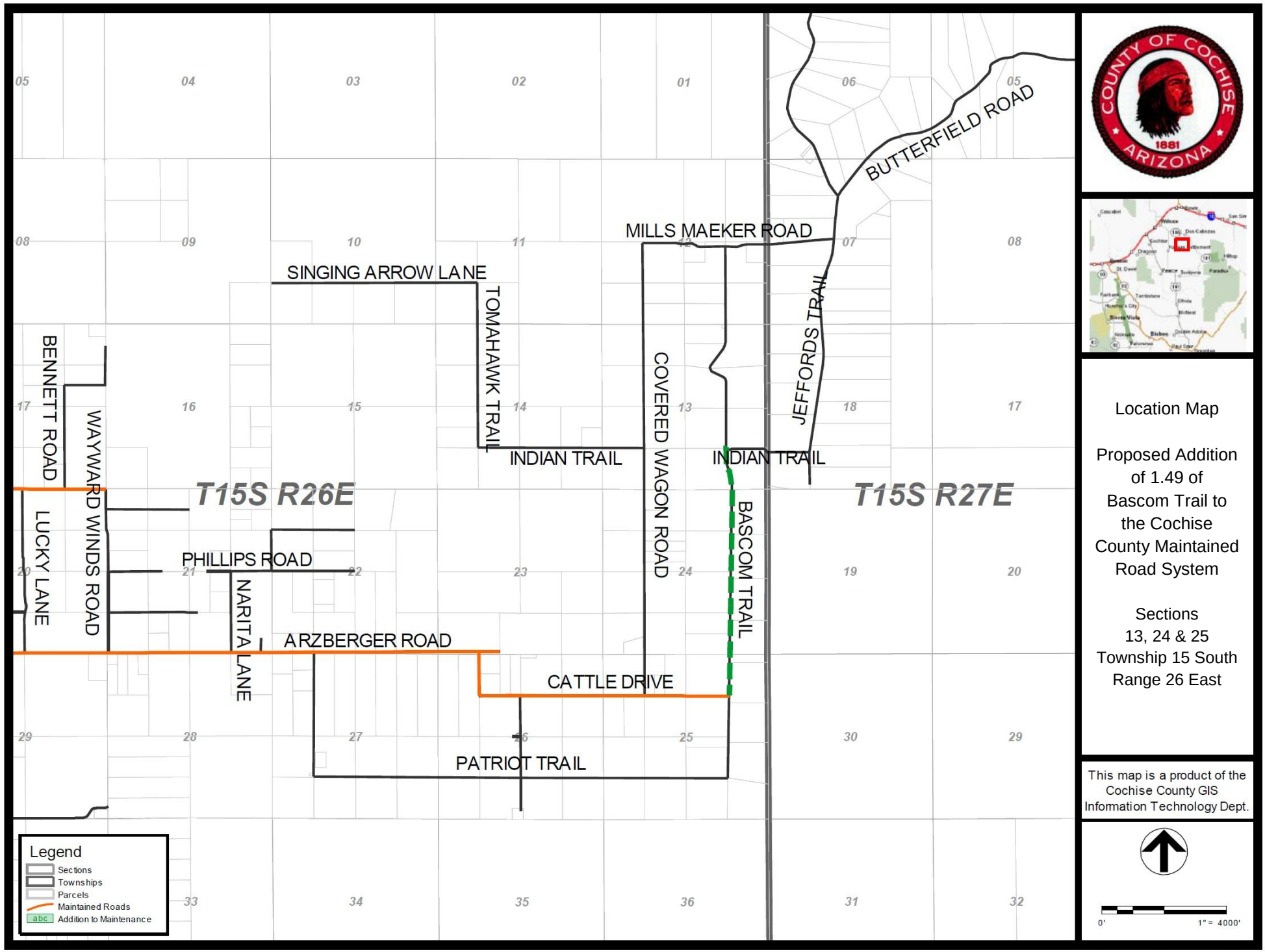
Sections
13, 24 & 25
Township 15 South
Range 26 East

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

0' 1" = 1500'

tmurphy, 2016-12-09 09:20:39
(\\Ccappml3\geodesy\Encompass\Admin\Personal\tmurphy.mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.



Location Map

Proposed Addition of 1.49 of Bascom Trail to the Cochise County Maintained Road System

Sections 13, 24 & 25
Township 15 South
Range 26 East

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

0' 1" = 4000'

tmurphy, 2016-12-09 09:56:49
Bascom Res Map (\\Ccappm13\geodesy\Encompass\Admin\Personal\tmurphy.mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.

Action 30.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date:	12/20/2016		
FY2016 (2017) Stone Garden Grant			
Submitted By:	Ken Foster, 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:	Ken Foster	**TITLE of PRESENTER:**	Lieutenant
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	11-441

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 Stone Garden contract number 160400-02 with the Department of Homeland Security (DOHS) in the amount of $935,000 for overtime and mileage to participate in the operation to detect, deter and/or arrest subjects who smuggle human or drugs illegally into the country effective November 1, 2016 through December 31, 2017.

Background:

The Sheriff's Office has a contract (re-occurring) for funding in Operation Stone Garden. The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the county. Units working the Stone Garden Operations main function(s) are to look for and combat the above mentioned illegal activities; however, the additional units are also available to assist the public as necessary.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will start/continue to participate with the US Border Patrol in Operation Stone Garden. Also, the Sheriff's Office will purchase the already approved (through the US Border Patrol and DOHS) equipment that will be utilized in the operations.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will not be a participant in this program. Further, numerous other operations/mutil-agency details to assist in combating illegal immigrant and drug smuggling are funded through Operation Stone Garden and without approval, the Sheriff's Office will no longer be able to participate in these details/operations.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office, Lt Ken Foster.

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

Stone Garden contract

Grant Approval Form

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME/MILEAGE

16-AZDOHS-OPSG-160400-02

Enter Subrecipient Agreement number above (e.g., 160XXX-XX)

Between

The Arizona Department of Homeland Security
And
The Cochise County Sheriff's Office

Enter the name of the Subrecipient Agency above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **The Cochise County Sheriff's Office** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **November 1, 2016 and shall terminate on December 31, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled **"OPSG Overtime and Mileage"** and funded at **$935,000** (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

a) Provide up to **$935,000** to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.

b) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).

c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

National Incident Management System (NIMS)
The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation
The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement
The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov/grants*.

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.

b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement
The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

   1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article I - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and

services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article X - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials
The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act
The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. § 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any

report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, 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 the 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Sheriff Mark Dannels
Enter Title, First & Last Name Above
Cochsie County Sheriff's Office
Enter Agency Name Above
205 N. Judd Drive
Enter Street Address Above
Bisbee, AZ 85603
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office
Enter Agency Name Above

Authorized Signature Above

Mark Dannels, Sheriff
Print Name & Title Above

11/28/2016
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Richard Searle, Chairperson
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios, Clerk of the Board

APPROVED AS TO FORM:

Lauri Owen, Civil Deputy County Attorney

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.

Action 31.

Regular Board of Supervisors Meeting **Court Administration**

Meeting Date:	12/20/2016		
Approve Willcox Court Consolidation Agreement			
Submitted By:	Nike Noack, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Nike Noack	**TITLE of PRESENTER:**	Financial Services Manager
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective July 1, 2016 through June 30, 2019.

Background:

Cochise County entered into a court consolidation agreement with the City of Willcox in July 2008. The current agreement expires December 31, 2019. The current agreement language has been updated to remove outdated language, clarify cost calculations, and to standardize all County court consolidation agreements. The agreement states that the parties agree that City contributions would be $11,993.29 for fiscal year 2016/2017 based on based on actual costs incurred the previous calendar year; thereafter, costs will be reviewed on an annual basis and recommendations will be made for adjustments as needed. The intent is for the cost of the consolidation to be neutral for Cochise County. Any costs above the revenue generated by the City Court are to be borne by the City. The preceding calendar year is the basis of the costs and revenues for the subsequent fiscal year to allow the City and County to budget accordingly.

Department's Next Steps (if approved):

Staff will notify the City of Willcox that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Willcox and a copy to Court Administration.

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

Court Consolidation Agreement CC & City of Willcox

COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF WILLCOX, ARIZONA
AND COCHISE COUNTY, ARIZONA

THIS IS AN AGREEMENT, made and entered into by and between the County of Cochise, a body politic, [hereinafter **"COUNTY"**] and the City of Willcox, a municipal corporation [hereinafter **"CITY"**] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City Municipal Court with the Justice Court for the applicable Precinct, which hereinafter will be referred to as the "Consolidated Court"; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the CITY and the surrounding community within the Precinct; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to amend the current Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

/ / /

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and will be located at the Willcox Justice Court, Precinct #4, 450 S. Haskell Avenue, Willcox, AZ 85643 or other suitable location within the community.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. All prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement.

2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department. Charges to the City for incarceration of defendants pursuant to A.R.S. §31-121 (D) shall be accounted and billed separate from this Agreement.

3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints.

4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.

5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending City Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

///

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and disbursements to the State of Arizona, the **COUNTY** and/or the **CITY**, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.

2. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY's operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the City Magistrate Court, including those cases arising within the corporate limits of the **CITY**.

D. Attached as Exhibit A are calculations of the costs of operating the Consolidated Court and the revenues derived from it for the 2015 calendar year, including a breakdown of the costs and revenues attributable to the Municipal Court, the net cost to the COUNTY from operating the Consolidated Court, and the amount that the CITY must reimburse the COUNTY, or the COUNTY to the CITY. The parties agree that Exhibit A represents fair calculations of these costs, revenues and amount of reimbursement for the 2015 calendar year and forms the basis for the amount of reimbursement to be paid by the CITY to the COUNTY, or by the COUNTY to the CITY, for the fiscal year 2016-17. Said reimbursement shall be payable quarterly, in advance, or, at CITY's option if it is required to reimburse, or COUNTY's option if it is

required to reimburse, reimbursement may be made in one lump sum at the beginning of the fiscal year.

Said reimbursement shall be adjusted annually, effective on the beginning of each fiscal year, as court costs and revenues change. By February 15 of each calendar year, the Cochise County Court Administration shall provide revised revenue and cost figures for the Court for the previous calendar year. By May 1 of each calendar year the COUNTY shall revise Exhibit A and the reimbursement required of the CITY or COUNTY under this paragraph for the next fiscal year, starting on July 1 of that calendar year, based upon cost and revenue figures for the previous calendar year. Said revision shall be subject to approval of both the City Council and the County Board of Supervisors.

E. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 22-403, *et seq*. and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

F. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code or Charter, or the resignation of the Justice of the Peace followed by appointment of another individual; however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace as City Magistrate; and

2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

V. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, 2016 and shall continue through June 30, 2019, covering the fiscal years 2016-17, 2017-18 and 2018-19.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Judicial Court Enhancement Fund (JCEF) funds will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

VIII. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

IX. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

Exhibit "A"

Current Costs and revenues of the Willcox Magistrate Court under the Consolidated Justice Court:

I.	2015	Revenue	$53,979.81
II.	2015	Costs	
		A. Defense	$ (3,600.00)
		B. Prosecution	$ (12,891.65)
		C. Court Costs (Staffing)	$ (44,098.41)
		E. Operations	$ (4,877.81)
		F. Interpreter Costs	$ (505.24)
			$ (65,973.10)
III.	2015	Total Costs:	$ (65,973.10)
		Total Revenue to County GF:	$53,979.81
		Balance Due 2016/17:	**$ (11,993.29)**

Exhibit "A"

APPROVED:

COUNTY OF COCHISE:

By: _____
Richard Searle, Chair Date
Board of Supervisors

ATTEST:

By: _____
Arlethe G. Rios, Clerk Date
Board of Supervisors

APPROVED:

CITY OF WILLCOX:

By: Robert A Irwin 5-19-2016
Robert A. Irvin, Mayor Date

ATTEST:

By: Virginia A. Mefford 5-19-2016
Virginia A. Mefford, Clerk Date
City of Willcox

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APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. James Conlogue Date
Presiding Judge

APPROVED:

JUSTICE COURT, PRECINCT #4
WILLCOX CITY MAGISTRATE

By: _____
Hon. Trevor Ward Willcox Date
JP/City Magistrate

COCHISE COUNTY ATTORNEY

By: _____
Brian McIntyre Date
Cochise County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Consolidation Agreement between the City of Willcox and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Willcox, Cochise County, Arizona.

APPROVED this 19 day of May, 2016.

By: Ann P. Roberts
Ann P. Roberts, Esq.
City Attorney

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

APPROVED this _____ day of _____, 2016.

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

Action 32.

Regular Board of Supervisors Meeting **Court Administration**

Meeting Date:	12/20/2016		
Approve Bisbee Court Consolidation Agreement			
Submitted By:	Nike Noack, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Nike Noack	**TITLE of PRESENTER:**	Financial Services Manager
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Court Consolidation Agreement between Cochise County and the City of Bisbee, effective July 1, 2016 through June 30, 2019.

Background:

Cochise County entered into a court consolidation agreement with the City of Willcox in May 2006. The current agreement expired June 30, 2012. The agreement states that the parties agree that City contributions will be$25,413.29 for fiscal year 2015/2016 based on the previous calendar year; thereafter, costs will be reviewed on an annual basis and recommendations will be made for adjustments as needed. The intent is for the cost of the consolidation to be neutral for Cochise County. Any costs above the revenue generated by the City Court are to be borne by the City. The preceding calendar year is the basis of the costs and revenues for the subsequent fiscal year to allow the City and County to budget accordingly.

Department's Next Steps (if approved):

Staff will notify the City of Bisbee that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The Court Consolidation Agreement with the City of Bisbee would remain expired and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Willcox and a copy to Court Administration.

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

COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF BISBEE, ARIZONA
AND COCHISE COUNTY, ARIZONA

THIS IS AN AGREEMENT, made and entered into by and between the County of Cochise, a body politic, [hereinafter **"COUNTY"**] and the City of Bisbee, a municipal corporation [hereinafter **"CITY"**] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City Municipal Court with the Justice Court for the applicable Precinct, which hereinafter will be referred to as the "Consolidated Court"; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the CITY and the surrounding community within the Precinct; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to amend the current Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

/ / /

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and will be located at the Bisbee Justice Court, Precinct #4, 207 North Judd Drive, Bisbee, AZ 85603, or other suitable location within the community.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. All prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement.

2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department. Charges to the City for incarceration of defendants pursuant to A.R.S. § 31-121(D) shall be accounted and billed separate from this Agreement.

3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints.

4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.

5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending City Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

///

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and disbursements to the State of Arizona, the **COUNTY** and/or the **CITY**, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.

2. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY's operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the City Magistrate Court, including those cases arising within the corporate limits of the **CITY**.

D. Attached as Exhibit A are calculations of the costs of operating the Consolidated Court and the revenues derived from it for the 2015 calendar year, including a breakdown of the costs and revenues attributable to the Municipal Court, the net cost to the COUNTY from operating the Consolidated Court, and the amount that the CITY must reimburse the COUNTY, or the COUNTY to the CITY. The parties agree that Exhibit A represents fair calculations of these costs, revenues and amount of reimbursement for the 2015 calendar year and forms the basis for the amount of reimbursement to be paid by the CITY to the COUNTY, or by the COUNTY to the CITY, for the fiscal year 2016-17. Said reimbursement shall be payable quarterly, in advance, or, at CITY's option if it is required to reimburse, or COUNTY's option if it is

required to reimburse, reimbursement may be made in one lump sum at the beginning of the fiscal year.

Said reimbursement shall be adjusted annually, effective on the beginning of each fiscal year, as court costs and revenues change. By February 15 of each calendar year, the Cochise County Court Administration shall provide revised revenue and cost figures for the Court for the previous calendar year. By May 1 of each calendar year the COUNTY shall revise Exhibit A and the reimbursement required of the CITY or COUNTY under this paragraph for the next fiscal year, starting on July 1 of that calendar year, based upon cost and revenue figures for the previous calendar year. Said revision shall be subject to approval of both the City Council and the County Board of Supervisors.

E. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 22-403, *et seq.* and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

F. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code or Charter, or the resignation of the Justice of the Peace followed by appointment of another individual; however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace as City Magistrate; and

2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

V. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, 2016 and shall continue through June 30, 2019, covering the fiscal years 2016-17, 2017-18 and 2018-19.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

VIII. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

IX. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

APPROVED:

COUNTY OF COCHISE:

By: _____
Richard Searle, Chair Date
Board of Supervisors

ATTEST:

By: _____
Arlethe G. Rios, Clerk Date
Board of Supervisors

APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. James Conlogue Date
Presiding Judge

COCHISE COUNTY ATTORNEY

By: _____
Brian McIntyre Date
Cochise County Attorney

APPROVED:

CITY OF [insert]:

By: _____ 06-08-16
Ronald Oertle, Mayor Date
City of Bisbee

ATTEST:

By: _____ 6-8-16
Ashlee Coronado, Clerk Date
City of Bisbee

APPROVED:

JUSTICE COURT, PRECINCT #4
CITY MAGISTRATE

By: _____
Hon. Adam Ambrose Date
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Consolidation Agreement between the City of Bisbee and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of [insert], Cochise County, Arizona.

APPROVED this 27th day of June, 2016.

By: _____
Britt Hanson
City Attorney

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

APPROVED this _____ day of _____, 2016.

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

Exhibit "A"

Action 33.

Regular Board of Supervisors Meeting **Court Administration**

Meeting Date: 12/20/2016

Court Consolidation Agreement for the City of Benson

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	James E. Vlahovich	**TITLE of PRESENTER:**	County Administrator
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Court Consolidation Agreement between Cochise County and the City of Benson, effective July 1, 2016 through June 30, 2019.

Background:

Formal court consolidation agreement between the County and the City.

Department's Next Steps (if approved):

Staff will notify the City of Benson that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The Court Consolidation Agreement with the City of of Benson would not be in place and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Benson and a copy to Court Administration.

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

Court Consolidation Agreement

COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF BENSON, ARIZONA
AND COCHISE COUNTY, ARIZONA

THIS IS AN AGREEMENT, made and entered into by and between the County of Cochise, a body politic, [hereinafter **"COUNTY"**] and the City of Benson, a municipal corporation [hereinafter **"CITY"**] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City Municipal Court with the Justice Court for the applicable Precinct, which hereinafter will be referred to as the "Consolidated Court"; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the CITY and the surrounding community within the Precinct; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq*., 11-952, 22-101 *et seq*., and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to amend the current Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

/ / /

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and will be located at the Benson Justice Court, Precinct #3, 126 W. 5th Street, Benson, Arizona, or other suitable location within the community.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. All prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement.

2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department. Charges to the City for incarceration of defendants pursuant to A.R.S. § 31-121(D) shall be accounted and billed separate from this Agreement.

3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints.

4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.

5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending City Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

///

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and disbursements to the State of Arizona, the **COUNTY** and/or the **CITY**, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.

2. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY's operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the City Magistrate Court, including those cases arising within the corporate limits of the **CITY**.

D. Attached as Exhibit A are calculations of the costs of operating the Consolidated Court and the revenues derived from it for the 2015 calendar year, including a breakdown of the costs and revenues attributable to the Municipal Court, the net cost to the COUNTY from operating the Consolidated Court, and the amount that the CITY must reimburse the COUNTY, or the COUNTY to the CITY. The parties agree that Exhibit A represents fair calculations of these costs, revenues and amount of reimbursement for the 2015 calendar year and forms the basis for the amount of reimbursement to be paid by the CITY to the COUNTY, or by the COUNTY to the CITY, for the fiscal year 2016-17. Said reimbursement shall be payable quarterly, in advance, or, at CITY's option if it is required to reimburse, or COUNTY's option if it is

required to reimburse, reimbursement may be made in one lump sum at the beginning of the fiscal year.

Said reimbursement shall be adjusted annually, effective on the beginning of each fiscal year, as court costs and revenues change. By February 15 of each calendar year, the Cochise County Court Administration shall provide revised revenue and cost figures for the Court for the previous calendar year. By May 1 of each calendar year the COUNTY shall revise Exhibit A and the reimbursement required of the CITY or COUNTY under this paragraph for the next fiscal year, starting on July 1 of that calendar year, based upon cost and revenue figures for the previous calendar year. Said revision shall be subject to approval of both the City Council and the County Board of Supervisors.

E. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 22-403, *et seq.* and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

F. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code or Charter, or the resignation of the Justice of the Peace followed by appointment of another individual; however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace as City Magistrate; and

2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

V. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, 2016 and shall continue through June 30, 2019, covering the fiscal years 2016-17, 2017-18 and 2018-19.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

VIII. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

IX. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

APPROVED:

COUNTY OF COCHISE:

By: _____
Richard Searle, Chair Date
Board of Supervisors

ATTEST:

By: _____
Arlethe G. Rios, Clerk Date
Board of Supervisors

APPROVED:

CITY OF BENSON:

By: _____
Toney D. King, Sr., Mayor Date
City of Benson

ATTEST:

By: _____
Vicki Vivian, CMC, Clerk Date
City of Benson

///

///

APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. James Conlogue Date
Presiding Judge

COCHISE COUNTY ATTORNEY

By: _____
Brian McIntyre Date
Cochise County Attorney

APPROVED:

JUSTICE COURT, PRECINCT #3
CITY MAGISTRATE

By: _____
Hon. Bruce Staggs Date
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Consolidation Agreement between the City of [insert] and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of [insert], Cochise County, Arizona.

APPROVED this 11th day of July, 2016.

By: _____
MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen, City's Attorney

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

APPROVED this _____ day of _____, 2016.

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

Exhibit "A"

BENSON CONSOLIDATED COURT

CHARGES FILED / REVENUE / COURT COSTS

JANUARY 1 THROUGH DECEMBER 31, 2015

	B		D		F	
	TOTAL		BPD		Percent	
Charges Filed	6:1 ratio		6:1 ratio			
Civil		304				
Civil Traffic	4329	329	252	28.5	8.67%	
Felony		608		2	0.33%	
Misdemeanor		1,543		318	20.61%	
** **Total Filings:**	6,480	2,784		349	12.52%	** D/B
Revenue						
Total Revenue:	$1,230,194.48		$157,068.32		12.77%	D/B
Court Costs						
Defense Costs	$13,850.00		$7,075.00		*	Actual Figures
Prosecution Costs **	$21,981.56		$4,530.22		20.61%	
Court Staff Costs	$266,170.08		$33,323.05		12.52%	
Operating Costs	$31,159.47		$3,901.00		12.52%	
Interpreter Costs	$2,770.00		$346.79		12.52%	
Total Costs:	$335,931.11		$49,176.06		14.64%	

30% x $157,068.32:	$47,120.50
Less City Costs:	$49,176.06
Prosecutor Credit	$22,000.00
	$19,944.43
Balance Due FY16/17 $	-

Prosecution Costs ** Credit for City Prosecutor per IGA

Action 34.

Regular Board of Supervisors Meeting **Court Administration**

Meeting Date:	12/20/2016		
Approve Douglas Court Consolidation Agreement			
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:**	2
NAME of PRESENTER:	Jim Vlahovich	**TITLE of PRESENTER:**	County Administrator
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Court Consolidation Agreement between Cochise County and the City of Douglas, effective January 1, 2017 through June 30, 2019 to include a court assistant position with an annual cost of $35,120.

Background:

The County and the City are formalizing a court consolidation agreement as they have determined that it is mutually beneficial to consolidate the CIty Municipal Court with the Justice Court for that precinct.

In addition to the Douglas Court Consolidation agreement, we are requesting an additional court assistant position in fund 100-0920 as of January 1, 2017. This position will be needed to handle the additional annual case load along with an approximate 2,000 case load backlog. For fiscal year 2016, this position will have a prorated cost of approximately $17,560 and will also require approximately $5,500 in IT costs to ensure the position has the necessary equipment. This initial year cost of $23,060 will be paid for out of Court Enhancement funds and will not result in any additional cost to the general fund. This position has an annual cost of $35,120 which in future years will be reimbursed by additional revenue generated by the court consolidation agreement.

Salary $23,912
FICA $ 1,829
ASRS $ 2,745
W/C $ 34
Health $ 6,600
$35,120

Department's Next Steps (if approved):

Staff will notify the City of Douglas that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The Court Consolidation Agreement with the City of Douglas would not be in place and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Douglas and a copy to Court Administration.

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

Court Consolidation Agreement

COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF DOUGLAS, ARIZONA
AND COCHISE COUNTY, ARIZONA

THIS IS AN AGREEMENT, made and entered into by and between the County of Cochise, a body politic, [hereinafter **"COUNTY"**] and the City of Douglas, a municipal corporation [hereinafter **"CITY"**] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City Municipal Court with the Justice Court for the applicable Precinct, which hereinafter will be referred to as the "Consolidated Court"; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the CITY and the surrounding community within the Precinct; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to enter into a Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

/ / /

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and will be located at the Douglas Justice Court, Precinct 2, located at 1012 N. G. Avenue, Douglas, Arizona, or other suitable location within the community.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. All prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement.

2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department. Charges to the City for incarceration of defendants for City Code violations pursuant to A.R.S. § 31-121(D) shall be accounted and billed separate from this Agreement.

3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints.

4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.

5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending City Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

///

C. With the limitations noted in IV C below, The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and disbursements to the State of Arizona, the **COUNTY** and/or the **CITY**, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.

2. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY's operation of the consolidated court, that with the exception of fines and revenues required to be disbursed to City by law pursuant to A.R.S. §12-116.04, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the City Magistrate Court, including those cases arising within the corporate limits of the **CITY**.

D. Attached as Exhibit A are calculations of the costs of operating the Consolidated Court and the revenues derived from it for the 2015 calendar year, including a breakdown of the costs and revenues attributable to the Municipal Court, the net cost to the COUNTY from operating the Consolidated Court, and the amount that the CITY must reimburse the COUNTY, or the COUNTY to the CITY. The parties agree that Exhibit A represents fair calculations of these costs, revenues and amount of reimbursement for the 2015 calendar year and forms the basis for the amount of reimbursement to be paid by the CITY to the COUNTY, or by the COUNTY to the CITY, for the fiscal year 2016-17. Said reimbursement shall be payable quarterly, in

advance, or, at CITY's option if it is required to reimburse, or COUNTY's option if it is required to reimburse, reimbursement may be made in one lump sum at the beginning of the fiscal year.

Said reimbursement shall be adjusted annually, effective on the beginning of each fiscal year, as court costs and revenues change. By February 15 of each calendar year, the Cochise County Court Administration shall provide revised revenue and cost figures for the Court for the previous calendar year. By May 1 of each calendar year the COUNTY shall revise Exhibit A and the reimbursement required of the CITY or COUNTY under this paragraph for the next fiscal year, starting on July 1 of that calendar year, based upon cost and revenue figures for the previous calendar year. Said revision shall be subject to approval of both the City Council and the County Board of Supervisors.

E. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 22-403, *et seq*. and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

F. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code or Charter, or the resignation of the Justice of the Peace followed by appointment of another individual; however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace as City Magistrate; and

2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

V. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on January 1, 2017 and shall continue through June 30, 2019, covering the fiscal years (2016-17 partially), 2017-18 and 2018-19.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

VIII. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

IX. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board;

and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

APPROVED:

COUNTY OF COCHISE:

Richard Searle, Chair Date
Board of Supervisors

ATTEST:

Arlethe G. Rios, Clerk Date
Board of Supervisors

APPROVED:

CITY OF DOUGLAS:

Brenda Aguilar, Interim Manager Date
City of Douglas

ATTEST:

Brenda Aguilar, City Clerk Date
City of Douglas

///

///

APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

Hon. James Conlogue Date
Presiding Judge

COCHISE COUNTY ATTORNEY

Brian McIntyre Date
Cochise County Attorney

APPROVED:

JUSTICE COURT, PRECINCT #2
CITY MAGISTRATE

Hon. Alma Vildosola Date
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Consolidation Agreement between the City of Douglas and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Douglas, Cochise County, Arizona.

APPROVED this 10th day of Nov., 2016.

Juan Pablo Flores
City Attorney

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

APPROVED this _____ day of _____, 2016.

Britt Hanson, Chief Civil Deputy.
Cochise County Attorney

Exhibit "A"

DOUGLAS CONSOLIDATED COURT

CHARGES FILED / REVENUE / COURT COSTS

JANUARY 1 THROUGH DECEMBER 31, 2015

** Numbers added into JP2's totals as if they were already consolidated to gleam cost for consolidating

	C		E		G		I	J	
Charges Filed	** TOTAL		DPD Currently Citing Totals		** Douglas City		JP2 DPD Percent	Muni Percent	
Civil		544							
Civil Traffic	2,080	346.67	542	90.33	1847	307.8	4.34%	14.80%	
Felony		580		0		0	0.00%	0.00%	
Misdemeanor		2,096		1498		0	71.47%	0.00%	
** **Total Filings:**	**4,756**	**3,567**		**1,588**		**308**	**44.53%**	**8.63%**	** E/C & G/C
Revenue	**				**				
Total Revenue:	**$941,710.69**		**$440,962.13**		**$238,244.42**		**46.83%**	**25.30%**	E/C & G/C

Court Costs				** Combined Costs **		
Defense Costs	$54,147.80	$40,462.80	Actual Figures	$40,462.80	actual	ttl cases
Prosecution Costs	$77,656.15	$55,500.44	71.47%	$55,500.44	71.47%	
Court Staff Costs	$231,990.19	$108,630.91	46.83%	$123,334.22	53.16%	1896.17
Operating Costs	$30,064.14	$14,077.73	46.83%	$15,983.16	53.16%	1896.17
Interpreter Costs	$3,465.00	$1,622.51	46.83%	$1,842.12	53.16%	1896.17
Total Costs:	**$397,323.28**	**$220,294.38**	**55.44%**	**$237,122.74**	**59.68%**	

30% of JP2's total 2014 revenues would go into the County GF: **30.00%**

DPD Currently Citing Into JP2:

(G27) % x $440,962.13: $132,288.64 **GF**

Less City Costs: -$220,294.38

Total Due 2016/2017: **$ (88,005.74)**

Douglas Muni:

30% x $238,244.42: $71,473.33 **GF**

Calculations

Consolidated Douglas PD and City:	
30 % x $679,206.55 (E17+G17)	$203,761.97
Less City Costs:	$237,122.74
Balance Due 2016/2017: $	**(33,360.77)**
Prorated to January 1st start date $	**(16,680.39)**

Action 35.

Regular Board of Supervisors Meeting **Court Administration**

Meeting Date: 12/20/2016

Approve Sierra Vista Court Consolidation Agreement

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:		**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Nike Noack	**TITLE of PRESENTER:**	Financial Services Manager
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Court Consolidation Agreement between Cochise County and the City of Sierra Vista, effective January 1, 2017 through June 30, 2019.

Background:

Cochise County entered into a court consolidation agreement with the City of Sierra Vista in 1990 and the agreement has been amended each year since.

The agreement has been approved by the City of Sierra Vist.

Department's Next Steps (if approved):

Staff will notify the City of Sierra Vista that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The court consolidation agreement with the City of Sierra Vista will expire and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Sierra Vista and a copy to Court Administration.

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

Agreement

COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF SIERRA VISTA, ARIZONA
AND COCHISE COUNTY, ARIZONA

THIS IS AN AGREEMENT, made and entered into by and between the County of Cochise, a body politic, [hereinafter **"COUNTY"**] and the City of Sierra Vista, a municipal corporation [hereinafter **"CITY"**] and is approved by the County Board of Supervisors, the City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for the Precinct of which the **CITY** is part, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City Municipal Court with the Justice Court for the applicable Precinct, which hereinafter will be referred to as the "Consolidated Court"; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the CITY and the surrounding community within the Precinct; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to amend the current Court Consolidation Agreement to further define the duties of the Parties related to operation of the Consolidated Court.

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and is located at the Sierra Vista Justice Court, Precinct #5, 100 Colonia de Salud, Sierra Vista, AZ 85635, or other suitable location within the community.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. All prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement.

2. Transportation and incarceration of defendants appearing before the Consolidated Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department. Charges to the City for incarceration of defendants pursuant to A.R.S. § 31-121(D) shall be accounted and billed separate from this Agreement.

3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints.

4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.

5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall have jurisdiction over any pending City Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code administrative fees, and disbursements to the State of Arizona, the **COUNTY** and/or the **CITY**, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.

2. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY's operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the City Magistrate Court, including those cases arising within the corporate limits of the **CITY**.

D. Attached as Exhibit A are calculations of the costs of operating the Consolidated Court and the revenues derived from it for the 2015 calendar year, including a breakdown of the costs and revenues attributable to the Municipal Court, the net cost to the COUNTY from operating the Consolidated Court, and the amount that the CITY must reimburse the COUNTY, or the COUNTY to the CITY. Attached as Exhibit A1 is the Annual Joint Court Fee Calculation Methodology, setting forth the agreed methodology for arriving at the calculations in Exhibit A. The parties agree that based on that methodology, Exhibit A represents fair calculations of these costs, revenues and amount of reimbursement for the 2015 calendar year and forms the basis for the amount of reimbursement to be paid by the CITY to the COUNTY, or by the COUNTY to the CITY, for the fiscal year 2016-17. Said reimbursement shall be payable quarterly, in advance, or, at CITY's option if it is required to reimburse, or COUNTY's option if it is required to reimburse, reimbursement may be made in one lump sum at the beginning of the fiscal year.

Said reimbursement shall be adjusted annually, effective on the beginning of each fiscal year, as court costs and revenues change. By February 15 of each calendar year, the Cochise County Court Administration shall provide revised revenue and cost figures for the Court for the previous calendar year. By May 1 of each calendar year the COUNTY shall revise Exhibit A and the reimbursement required of the CITY or COUNTY under this paragraph for the next fiscal year, starting on July 1 of that calendar year, based upon cost and revenue figures for the previous calendar year. Said revision shall be subject to approval of both the City Council and the County Board of Supervisors.

E. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 22-403, *et seq*. and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

F. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code or Charter, or the resignation of the Justice of the Peace followed by appointment of another individual; however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace as City Magistrate; and

2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

V. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, 2016 and shall continue through June 30, 2019, covering the fiscal years 2016-17, 2017-18 and 2018-19.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

VIII. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

IX. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

APPROVED:

COUNTY OF COCHISE:

By: _____
Richard Searle, Chair Date
Board of Supervisors

ATTEST:

By: _____
Arlethe G. Rios, Clerk Date
Board of Supervisors

APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. James Conlogue Date
Presiding Judge

COCHISE COUNTY ATTORNEY

By: _____
Brian McIntyre Date
Cochise County Attorney

APPROVED:

CITY OF SIERRA VISTA:

By: _____ 12/8/16
Frederick W. Mueller, Mayor Date
City of Sierra Vista

ATTEST:

By: _____ 12/8/16
Jill Adams, City Clerk Date
City of Sierra Vista

APPROVED:

JUSTICE COURT, PRECINCT #5
CITY MAGISTRATE

By: _____
Hon. Timothy Dickerson Date
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Consolidation Agreement between the City of Sierra Vista and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Sierra Vista, Cochise County, Arizona.

APPROVED this 8 day of Dec, 2016.

By: _____
Nathan J. Williams
City Attorney

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

APPROVED this _____ day of _____, 2016.

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

Exhibit "A"

Current Costs and revenues of the Sierra Vista Magistrate Court under the Consolidated Justice Court:

I. 2015 Revenue		$349,416.08
II. 2015 Costs		
A. Defense	$	(70,339.30)
B. Prosecution	$	(116,112.73)
C. Court Costs (Staffing)	$	(221,102.82)
D. Operations	$	(27,249.10)
E. Interpreter Costs	$	(811.44)
	$	(435,615.39)
III. 2015 Total Costs:	$	(435,615.39)
Total Revenue to County GF:		$349,416.08
Due 16/17:	**$**	**(86,199.31)**

Exhibit "A1"

Annual Joint Court Fee Calculation Methodology

The County shall be responsible for annually collecting and compiling all data required to determine the fee the City shall pay for its share of operating the consolidated court. The County and City agree that the fee shall be based upon the following methodology:

A. DEFINITIONS:

- **CIVIL TRAFFIC PRORATION**: The total Civil Traffic charges filed in the court each calendar year divided by six (6), which more accurately reflects the lower cost of processing charges within this category.
- **TOTAL CHARGES**: The Total Civil Traffic (as prorated), Criminal Traffic, Felony and Misdemeanor, and other Civil charges filed within the consolidated court each calendar year. Each Category shall have its own TOTAL CHARGES specifically identified.
- **TOTAL CITY CHARGES**: The number of TOTAL CHARGES filed by the City by each category during a calendar year.
- **DEFENSE COSTS**: The total General Fund cost of providing defense legal services for cases within the court as documented by the Public Defender per calendar year.
- **PROSECUTION COSTS**: The total General Fund cost of providing prosecution services for cases within the court as documented by the County Attorney per calendar year.
- **COURT OPERATING COSTS**: The total General Fund costs of operating the court, based upon actual expenses documented for each calendar year.
- **INTERPRETER COSTS**: The total General Fund cost of providing required interpreter services for cases within the court within each calendar year.
- **TOTAL COURT COSTS**: The combination of Defense Costs, Prosecution Costs, Court Operating Costs and Interpreter Costs as calculated for each calendar year.
- **CITY PROPORTIONAL PERCENTAGE CALCULATION**. The Total City Charges as divided by the Total Charges, calculated separately and as a total of Civil Traffic, Criminal Traffic, Felony and Misdemeanor categories and expressed in a percentage.
- **TOTAL REVENUE**: The total amount of fines, fees, and other related revenues collected by the court each calendar year.
- **TOTAL CITY REVENUE PROPORTION:** The percentage of the total amount of fines, fees and other related revenues collected by the court each calendar year that is

directly attributable to charges/filings made by the City as more specifically outlined below and documented by Cochise County.

- For year one of this agreement, said percentage is based upon the average collection of total city revenue collected in the Willcox, Benson, and Bisbee courts from calendar years 2012, 2013, 2014 and 2015 due to the skewed data within the Sierra Vista court from photo radar enforcement violations.
- For years two and subsequent extension years of this agreement, the said percentage will be based upon a prior four calendar year average of total city revenues collected in all municipal courts that participate in County consolidated court services, omitting any calendar year revenue from a participating city which includes specialty revenue from a discontinued program.

B. FEE CALCULATION:

City's fee shall be based upon:

- The Total Court Costs prorated by the City Proportional Percentage Calculation reflects the City's share of Total Court Costs for the calendar year with the exception of Prosecution Costs, which reflect the City's share of misdemeanor cases.
- The Total County Revenue prorated by the Total City Revenue Proportion reflects the estimated City share of the Total Revenue collected during the calendar year that is deposited to the General Fund.
- The City's share of the Total Revenue is subtracted from the City's share of the Total Court Costs.
  - If the City's share of Total Court Costs exceeds the City's share of the Total Revenue, the City shall pay the County that portion for the following fiscal year.
  - If the City's share of Total Revenue exceeds the City's share of Total Court Costs, the County shall apply the portion of excess revenues as a credit to the City's share of Total Court Costs in following Fiscal Year, shown as a separate line on the Exhibit A.

RESOLUTION 2016 -093

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR COURT CONSOLIDATION THROUGH JUNE 30, 2019; AND AUTHORIZING 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 City of Sierra Vista and Cochise County entered into an Intergovernmental Agreement for court/jail services originally in 1990, extended most recently in 2014; and

WHEREAS, the current IGA expired on June 30, 2016 and the County desired to develop a methodology for determining a community's contribution toward the consolidated court that could be applicable to all such arrangements in Cochise County; and

WHEREAS, the formula specified in Attachment A1 of the IGA is a fair and equitable calculation of the City's share of costs associated with operating the consolidated court; and

WHEREAS, the consolidation of the City's municipal court with the Cochise County Justice Court has proven to be beneficial to both parties as well as area residents, and demonstrates a continued commitment to working in partnership to provide efficient and effective service to our residents; and

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

SECTION 1

That the City Council policy of authorizing intergovernmental agreements for the common benefits of its citizens be, and hereby is, affirmed.

SECTION 2

The City of Sierra Vista hereby the Intergovernmental Agreement regarding a consolidated court with Cochise County until June 30, 2018 with an under the terms and conditions specified in said IGA attached and made reference hereto.

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 8th DAY OF DECEMBER, 2016.

FREDERICK W. MUELLER
Mayor

ATTEST:

JILL ADAMS
City Clerk

APPROVED AS TO FORM:

NATHAN J. WILLIAMS
City Attorney

Action 36.

Regular Board of Supervisors Meeting **Facilities**

Meeting Date:	12/20/2016		
Contract Award - Southeast Arizona Regional Communication Center (SEACOM)			
Submitted By:	Terry Hudson, Procurement		
Department:	Procurement		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Terry Hudson	**TITLE of PRESENTER:**	Procurement Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of Invitation For Bids (IFB) No. 17-07-FAC-04 for the renovation and construction of the Southeast Arizona Regional Communication Center (SEACOM) facility to D Square Construction, LLC in the amount of $1,607,112 which includes tax.

Background:

IFB No. 17-07-FAC-04 was prepared and released on September 23, 2016, the solicitation was advertised in the San Pedro Valley News on September 28 and October 5, 2016. The IFB was also posted on the Public Purchase website and 178 contractors were notified. A per-bid job walk was held on October 6, 2016 with 40 contractors attending. Five bid were received by the IFB closing date of October 20, 2016 at 4:00 p.m. a bid tabulation is attached.

Department's Next Steps (if approved):

Execute contract, obtain performance bond, payment bond and certificate of insurance. Issue notice to proceed, schedule and conduct pre-construction meeting, monitor contractors performance.

Impact of NOT Approving/Alternatives:

Loss of donated funds and the regional dispatch center would not be constructed.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to the Clerk of the Board when signed copies are received from the Contractor.

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):

The construction of the Regional Communication Center is being funded by donations from the Howard G. Buffett Foundation and the Governor's Office.

Attachments

Bid Tabulation

PRELIMINARY BID TABULATION

COCHISE COUNTY **PROCUREMENT DEPARTMENT** **IFB FOR: Southeast AZ Regional Communication Facility Renovation** **IFB NO: 17-07-FAC-04** **DUE DATE: 10-20-2016** **BUYER: Terry Hudson**	**Canyon Building & Design Tucson, AZ**	**Munsey Contract & Development Sierra Vista, AZ**	**MW Morrissey Construction Tucson, AZ**	**D Square Construction Tucson, AZ**	**D.L. Whithers Construction Phoenix, AZ**
Base Bid Grand Total including tax	**$1,694,538.00**	**$1,876,181.00**	**$1,664,590.00**	**$1,567,396.00**	**$1,592,800.00**
Add Alternate including tax	**$25,682.00**	**$52,937.00**	**$27,636.00**	**$39,716.00**	**$27,000.00**
Grand Total w/Add Alternate	$1,720,220.00	$1,929,118.00	$1,692,226.00	$1,607,112.00	$1,619,800.00

Action 37.

Regular Board of Supervisors Meeting **Facilities**

Meeting Date:	12/20/2016		
Department of Corrections Water Lease at BDI			
Submitted By:	Nike Noack, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	Nike Noack	**TITLE of PRESENTER:**	Financial Services Manager
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	Not Mandated

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Amendment No. 8 to Arizona Department of Corrections Agreement No. 090098DC extending the Lease Agreement 7044 to June 30, 2017 with the Arizona State Department of Corrections Facilities for the Water System Improvement Project for a payment of $242,000 to the County.

Background:

On November 28, 1983 the Board of Supervisors approved a lease agreement with the Arizona Department of Corrections for the lease of property at Bisbee-Douglas International Airport to build a prison complex to house Arizona inmates. The term of the contract was for twenty five years and was extended through January 1, 2017.

Amendment 8 is an extension for a period of six months through June 30, 2017 to allow time for a new long term lease to be negotiated and final water system improvements to be completed. DOC currently pays a lease payment of $1.00 (one dollar) per year and $2.30 per 1,000 gallons of water used. This rate will continue through June 30, 2017. In addition, DOC has agreed to make an upfront contribution this fiscal year in the amount of $242,000 representing a portion of their capital improvement costs.

This water rate is anticipated to increase as of July 1, 2017 to include repayment of water system improvements. The anticipated rate will increase to $4.08 per 1,000 gallons of water used pending final construction costs. This rate will allow DOC to repay 95% of capital improvement costs over a 5 year term ending June 30, 2022.

Facilities Management, Finance, and Procurement Departments recommend approval.

Department's Next Steps (if approved):

Sign the lease extension and complete negotiations for a new lease agreement.

Impact of NOT Approving/Alternatives:

The Department of Corrections will vacate the Arizona State Prison Complex - Douglas

To BOS Staff: Document Disposition/Follow-Up:

After approval/signature return 3 originals to Procurement to fully execute. The lease agreement extension will be hand carried to the BOS office, negotiations will continue to establish a new long term lease agreement.

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):

This is a revenue generating agreement.

Attachments

Amendment

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT EIGHT

The **Agreement** entered into between the **Cochise County Board of Supervisors**, hereinafter referred to as the **County**, and the Director of the **Arizona Department of Corrections**, for and on behalf of the **Arizona State Prison Complex–Douglas (ASPC-Douglas)**, hereinafter known as the **Department** is hereby amended as follows:

1. To extend this Agreement through **June 30, 2017** based on the understanding that a new lease be established no later than **July 1, 2017**. The new lease will include the water rates, maintenance of the wells, and any other required improvements. Once the new lease is fully executed, this Agreement will expire.

2. It is mutually agreed that the terms and conditions of Land Lease No. 7044 between Cochise County and the Arizona Department of Corrections, ASPC-Douglas, for the real property known as Bisbee-Douglas International Airport remain valid through the term of this Agreement No. 090098DC, with the exception of the water rate as determined by this Agreement herein until a new Lease with the determined cost and scope of additional renovations of the water system can be fully executed.

3. To authorize immediate payment by the Department of **$242,000.00**, representing a portion of the Department's share for the Water System Improvement Project Phase II costs (95%). This specific amount ($242,000) pertains to the supplemental water supply required during construction.

4. To document the total cost of $1,649,509.67 for the Water System Improvement Project Phase II Costs, and ADC's 95% share ($1,567,034.19). Upon the Department's payment of $242,000.00, the remaining balance is $1,325,034.19. See Exhibit A for a summary of the total cost.

5. To document the agreed-to increase of water rates **to $4.08 per 1000 gallons**, effective July 1, 2017 through June 30, 2022 (a 5 year repayment schedule). This rate is based on the Department's annual average usage of 114,021,000 gallons. Upon the Department's repayment of 95% of the project costs The components of the increase shall include:

   a. **$1.08 - Operations and Maintenance (O&M)** costs (Routine O&M including light repairs).

   b. **$2.16 - Financing of Improvements**

   c. **$.84 – Recapitalization**

6. The water rate will revert back to $2.30/1,000 gallons upon repayment of 95% of the final construction costs. The completion date of the repayment schedule is anticipated to be June 30, 2022, but may change based on the Department's actual usage and final construction costs. The components of this rate shall include:

a. $1.08- Operations and Maintenance (O&M) costs (Routine O&M including light repairs). This cost assumes supply and labor cost stability, should these increase this rate will be adjusted to reflect any changes.
b. $1.22- Recapitalization (This component will be kept separate to accumulate money specifically for recapitalization and major repairs)

All other terms and conditions of this Contract shall remain in full force and effect.

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

COCHISE COUNTY BOARD OF SUPERVISORS	**ARIZONA DEPARTMENT OF CORRECTIONS**
Signature of Authorized Individual — Date	Signature of Authorized Individual — Date
Richard Searle	**Michael P. Kearns**
Typed Name	Typed Name
Chairman	Division Director, Administrative Services
Typed Title	Typed Title
1415 Melody Lane, Building G.	1601 West Jefferson, MC 328
Bisbee, Arizona 85603	Phoenix, Arizona 85007-3002
Typed Address	Typed Address

Additional Signatures as Applicable

Signature — Date	Signature — Date
Typed Name	Typed Name
Typed Title	Typed Title

Prepared By: Janie Terry, Senior Procurement Specialist
Date: December 7, 2016

This amendment shall be effective when all signatures are affixed.

ATTACHMENT A

PROJECT COST SUMMARY

Project costs:

Existing pipeline valve replacement and hydrant install	$477,425.16
6000' of new piping- outer perimeter	$622,085.51
Rain for Rent- Supplemental water supply during construction	$241,999.00
Diesel fuel for generators	$ 10,000.00
Existing Water tower rehab **Total Costs** **DOC Share- 95%**	$298,000.00 **$1,649,509.67** **$1,567,034.19**

Action 38.

Regular Board of Supervisors Meeting **Human Resources**

Meeting Date:	12/20/2016		
Adoption and Revision of Human Resources Policies			
Submitted By:	Kelley Jones, Human Resources		
Department:	Human Resources		
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Edward Gilligan	**TITLE of PRESENTER:**	Deputy County Administrator
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Adopt the new Workplace Violence Prevention Policy, Confidentiality Policy and revisions to the Policy Controlling Access to and Use of County Vehicles and Equipment (repealing any previous versions) to be effective February 1, 2017.

Background:

Recommendation: County Administration and Human Resources recommend that the Cochise County Board of Supervisors adopt the new Workplace Violence Prevention Policy (Exhibit A), the new Confidentiality Policy (Exhibit B) and revisions to the Policy Controlling Access to and Use of County Vehicles and Equipment Vehicle Use Policy (Exhibit C). The Human Resources Policy Manual will incorporate the two new policies:

1) Workplace Violence Prevention Policy which recognizes that Cochise County will provide a safe work environment and outlined procedures to follow in situations that may progress to a level of violence; and

2) Confidentiality Policy which recognizes the need for employees whom have access to confidential information to adhere to the strict confidentiality of information unless requested through appropriate public records requests.

The Human Resources Policy Manual will incorporate revisions to the Policy Controlling Access to and Use of County Vehicles and Equipment (formally known as the Vehicle Use and Accident Risk Review Policy). The revisions reflect corrective action that mirrors the progressive disciplinary process outlined in the Merit System Rules, change the name of the ARRB (Accident Risk Review Board) to the Incident Risk Review Board (IRRB) and establishes the process for verification of employee driving records.

Background: The Cochise County Board of Supervisors has the authority to adopt County personnel policies outlining how personnel administration is addressed within County Government. These policies have been adopted by the Board of Supervisors: 1) as required by federal and state laws, 2) to provide benefits for employees such as annual leave, sick leave and donated leave for catastropic illnesses, and 3) to provide clear and concise organizational policies for all employees. The Board of Supervisors adopted the Human Resources Policy Manual at their March 13, 2012 meeting and was effective April 1, 2012, revised January 1, 2014 and revised September 4, 2014 and also adopted revisions to the Merit System Rules at their March 13, 2012 meeting which were effective April 1, 2012.

Department's Next Steps (if approved):

Human Resources will revise the County Human Resources Policies to reflect the changes, notify employees of the changes and post the revised documents on the internal County website.

Impact of NOT Approving/Alternatives:

There would not be a Workplace Violence Prevention Policy or a Confidentiality Policy and the current Vehicle Use and Accident Risk Review Board Policy would remain in effect.

To BOS Staff: Document Disposition/Follow-Up:

Email HR of approval.

Attachments

Exhibit A Workplace Violence Prevention Policy DRAFT 12-13-16

Exhibit B Confidentiality Policy Draft 12-13-16

Exhibit C Vehicle Policy Final Review Draft 12-13-16

"EXHIBIT A"
COCHISE COUNTY WORKPLACE VIOLENCE PREVENTION POLICY

STATEMENT OF POLICY:
Cochise County, hereafter referred to as "County," is committed to providing a safe environment for its employees, users of County facilities, and the public. Violence, threats of violence, threatening conduct, or acts of aggression or violence by or against County employees (to include acts perpetrated by the public) will not be tolerated. This prohibition includes any threat of violence, regardless of the individual's actual intent to commit harm.

PURPOSE & SCOPE:
This policy applies to all persons having contact with individuals conducting County business and/or on County property, whether or not the person is currently on duty.

Any person engaged in violent acts or threats, whether on County property or through telephone calls, emails or any other means of communication, shall be reported to the proper authorities. Employees who violate this policy shall be subject to disciplinary action, up to and including termination under Cochise County Merit Rule 7.

CRITERIA:
County personnel have an affirmative duty to report threatened or actual workplace violence incidents.

Retaliating because someone reported a violation of this Policy is strictly prohibited. The County will investigate and resolve reports of retaliation in the same manner as reports of violence or threatened violence.

To the extent feasible, information provided in the complaint and investigation process will be kept confidential. However, the County may disclose information if deemed reasonably necessary to investigate and take appropriate corrective action and/or if required by law.

DEFINITIONS:

1. Appointing Authority – A Cochise County elected official, administrator or department head.

~~1.~~2. "Violence" – is an act or behavior that:
   a. Is a physical or verbal act, known, designed, intended or meant to frighten, intimidate or cause actual harm to another person or to oneself;
   b. A reasonable person would perceive as menacing or obsessively directed or intensely focused on a person and which could result in harm to such persons or property;
   c. Is a communicated physical or verbal threat to harm or endanger the safety and security of another person or oneself; or
   d. Involves destroying property, throwing objects or carrying/displaying firearms or other weapons in a manner reasonably perceived as threatening. Exception: The display of firearms falls outside this definition where authorized by law or regulation and in the case of law enforcement officers, judicial officers, and others required to handle/possess firearms and other weapons as part of their job duties.

~~2.~~3. "Workplace Violence" – is a behavior that causes fear, injury, suffering or discomfort to others on County property or while engaged in the scope of County work. Workplace violence includes physical and mental injury, physical and sexual assault, stalking or intimidation, and physical or verbal harassment.

RESPONSE PROCEDURES: Immediate Threat or Violence
Employee:

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- Quickly assess the situation and risk. Evacuate or hide as needed to protect yourself.
- If possible, notify the supervisor, co-workers and visitors of the need to evacuate or hide.
- Call 9-1-1 from a safe location.
- Follow instructions from Law Enforcement.
- As soon as possible, document the incident on the Workplace Violence Report form and provide that form to your supervisor.

Supervisor:
- Assist in evacuation of the immediate work area, if you can do so safely.
- Ensure that 9-1-1 has been called and follow instructions from Law Enforcement.
- As soon as is practicable, report the incident to Human Resources at (520) 432-9700.
- Ensure that all staff and visitors are accounted for after the threat is resolved.

RESPONSE PROCEDURES: Non-Emergency Threat

Employee:
- Notify the supervisor.
- Follow supervisor directions regarding further actions.
- Document the incident on the Workplace Violence Report form.

Supervisor:
- Direct the actions of employees and visitors.
- Report the incident to Human Resources at (520) 432-9700.
- Report the incident to Law Enforcement as indicated by Human Resources.

REPORTING PROCEDURES:

Any employee who becomes aware of any threats or acts of violence, sabotage, intimidation, harassment, or stalking on County premises, or in conjunction with employment or business situations must immediately report the issue to their supervisor, their Appointing Authority~~Department Director~~ or the Human Resources Director.

Appointing Authorities ~~Department Directors~~ will ensure that the Human Resources Director is notified of the reported incident and the Human Resources Director will advise County Administration. If the alleged violator is the employee's supervisor or Appointing Authority~~Department Director~~, the employee must notify another Appointing Authority ~~Department Director~~ or Human Resources directly. Failure to report and respond appropriately to threats or acts of violence creates an unacceptable risk to the Cochise County community and may also result in discipline.

Law Enforcement will be notified ~~A police report will be filed~~ of~~n~~ every reported workplace violence incident, whether through a 9-1-1 call or directly to the applicable law enforcement agency.

INVESTIGATION:

Human Resources will coordinate a thorough and impartial investigation of reports of workplace violence or the threat of violence by a County employee. The investigator shall gather relevant facts and may schedule interviews with employees, managers or witnesses who may have relevant information.

During the investigation process and/or following a review of the allegations made by the reporting employee and any witness(s), the accused employee will have an opportunity to respond to the allegations.

Once the investigation is complete, Human Resources will issue a final decision on whether there was a policy violation and will notify both parties (the reporting person and the accused person) as well as the manager of the department(s) of the outcome of the investigation. Included in the report will be any identified and recommended measures to minimize or eliminate similar and/or future threats or violence.

MANDATORY COOPERATION:
All County personnel are directed to cooperate with any County investigation, whether informal or formal, and to treat information obtained in the course of a County investigation as confidential. Any County employee who fails to cooperate and/or attempts to undermine and/or discourage participation in an investigation will be subject to discipline, up to and including termination. To ensure a proper investigation, the Human Resources Director shall have access to all relevant and necessary information.

CORRECTIVE ACTION:
If a violation of this policy has occurred, the involved Appointing Authority ~~Department Director~~, in consultation with the Human Resources Director, will determine and implement prompt and appropriate action, which may include disciplinary action, up to and including termination.

COURT ORDERS:
An employee who has obtained a Restraining Order, a domestic relations Restraining Order, a no-trespass order, or an injunction against harassment involving any public or private person shall immediately notify their supervisor thereof and shall provide their direct supervisor or Appointing Authority ~~Department Director~~ with a copy of the court order. Department management shall advise Human Resources of the order(s).

When appropriate and approved by the County Administrator, the County may obtain a Workplace Injunction Against Harassment against any person who disrupts the workplace through harassment, intimidation, or violence against the County, its employees, and/or representatives.

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Workplace Violence Report Form

Incident date: _____ Incident time: _____am / pm

Victim name: _____ Job title: _____

Work phone: _____ Home phone: _____

Department: _____ Location: _____

Type of Incident (circle one): Violence Threat Robbery Harassment Disorderly Conduct Sex Offense

Were you injured? No ____ Yes ____ describe injuries: _____

ASSAILANT / PERPETRATOR
(Circle one): Intruder Public Client Visitor Co-Worker Former Employee Supervisor Family/Friend

Name/address/age (if known): _____

Physical description: _____

Did incident involve a weapon? No ____ Yes ____ Type _____

Brief description of the incident: _____

_____

_____

_____

_____

Were you alone when the incident occurred? No ____ Yes ____

(Circle one): Were you (singled out) or was the threat/violence directed at (more than one person)?

Witness name(s): _____

NOTIFICATIONS
Was 9-1-1 called? No ____ Yes ____ time called: _____am / pm

Did Emergency Medical Services respond? No ____ Yes ____ Name of agency: _____

Did Law Enforcement respond? No ____ Yes ____ Name of agency: _____

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Was a police report completed? No ____ Yes ____ Report number: _____

Name of supervisor notified? _____ Time: _____am / pm

Human Resources employee notified (name): _____ Time: _____am / pm

INVESTIGATION

Primary investigator: _____

Was law enforcement called outside of 9-1-1? No ____ Yes ____ Who called? _____

Summary of law enforcement report: _____

_____

_____

_____

Is the assailant/perpetrator (circle one): employee public other: _____

Was this assailant/perpetrator involved in prior incidents? No ____ Yes ____

If yes, type/date: _____

_____

Incident Disposition (circle all that apply): No action Arrest Verbal/Written Warning Suspension Reprimand

Other: _____

Recommended measures to prevent similar incidents? No ____ Yes ____

Measures: _____

_____

_____

_____

Corrective actions and date implemented:

Action: _____ Date: _____

Action: _____ Date: _____

Action: _____ Date: _____

Additional comments: _____

_____

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_____

_____

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"EXHIBIT B"

CONFIDENTIALITY POLICY

Due to the requirements of employment with Cochise County, employees may, upon occasion, have access to data and files that contain information that is sensitive or confidential in nature.

This confidential or sensitive information is for official use only and may only be used in the official performance of duties as an employee of Cochise County.

Under no circumstances may an employee access, reveal, disclose, copy, retain, misuse or share such data or information with anyone inside or outside of Cochise County government for unofficial, unapproved purposes.

Employees may not use their access to confidential or sensitive information to search files and databases to locate, review, collect or gather information not directly related to their current work assignment. An employee's responsibility to maintain confidentiality does not diminish even after they have left County employment.

Any public record(s) request an employee receives for data or files that do or may contain sensitive or confidential information shall be coordinated through the Cochise County Public Records request process.

This policy is not intended to apply to situations where an employee is, in good faith, exercising their rights.

AGREEMENT

I have read and understand this document. I understand that violations of this policy agreement may constitute a basis for serious disciplinary action, up to and including termination of my employment with Cochise County, and could, in addition, result in criminal prosecution.

Name (Printed): _____

Signed: _____

Date: _____

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"EXHIBIT C"

POLICY CONTROLLING ACCESS TO AND USE OF COUNTY VEHICLES AND EQUIPMENT

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VEHICLE AND EQUIPMENT USE POLICY

I. PURPOSE.....2

II. DEFINITIONS 2

III. POLICY.....3

IV. VEHICLE USE AND ASSIGNMENT.....5

V. INSURANCE.....8

VI. OPERATOR LICENSING 8

VII. SAFETY.....10

VIII. VEHICLE OPERATIONS.....10

IX. CORRECTIVE ACTION.....13

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VEHICLE AND EQUIPMENT USE POLICY

I. PURPOSE

A. This document sets forth policy regarding the use, assignment, and care of county vehicles and motorized equipment.

B. This document establishes and defines the methods and qualifying criteria used by the county to meet business transportation needs of elected officials, employees and volunteers.

II. DEFINITIONS

As used in this policy, unless the context requires otherwise.

Appointing Authority **-** A Cochise County elected official, administrator, or department head.

Assigned **Vehicle** - A County vehicle that Fleet Services assigns to an employee or to a department for facilitation of county business.

Business Travel **-** Business travel refers to the actual miles driven while conducting county business, minus commute miles.

Commute Miles **-** Commute miles refers to the round-trip distance from an employee's residence to his or her regular place of work.

County Vehicle **-** A vehicle or piece of equipment that is owned, rented, or leased by the county or used by the county through an interagency cooperative agreement.

Employees - All regular (full and part-time) and temporary paid County personnel, including both classified and unclassified staff as well as appointing authorities.

Incident - Any event in which a County vehicle is damaged or strikes, bumps, or otherwise contacts another vehicle, object, or person during operation.

Regular Place of Work **-** The location to which a person is assigned and normally works.

Personal Vehicle **-** A vehicle, other than a county vehicle, used on county business that is provided by an employee, elected official, contractor or a volunteer.

Pool Vehicle **-** A county vehicle that Fleet Services provides departments to facilitate temporary travel.

Unacceptable Driving Record **-** Any of the following:

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1. Within the last three years, conviction arising from one or more of the following offenses:

    - Driving while under the influence of intoxicants, ARS 28-1381; 28-1382; or, 28-1383.
    - Failure to perform duties of driver when personal injury occurs or property is damaged, ARS 28-661; or, 28-662
    - Reckless driving, ARS 28-693
    - Aggressive driving, ARS 28-695
    - Unlawful flight from pursuing law enforcement vehicle, ARS 28-622.01
    - Driving with a suspended, revoked or cancelled driver's license, ARS 28-3473.

2. Within the last 12 months, admission of guilt, finding of responsibility or conviction of three or more traffic violations, civil or criminal.

3. Within the last 12 months, three at-fault driving incidents in county vehicles, misuse of a county vehicle, or commission of a criminal offense in a county vehicle.

The provisions of subsections 1 and 2 of this section shall not apply to convictions or citations received by current employees prior to February 1, 2017~~July 1, 2016~~.

Volunteer - -An individual serving at the county's behalf without compensation.

III. POLICY

A. It is the policy of Cochise County to provide for safe, reliable and economical business transportation for employees, volunteers, and elected officials through procedures that support the following policy direction.

1. Transportation requirements shall be met by using the most economical, safe and reliable methods available.

2. The county fleet shall be operated in a manner that minimizes the number of vehicles and equipment required to effectively meet business transportation needs.

3. The county fleet shall be maintained in a mechanically sound condition and operated in a safe and legal manner.

4. Operators of county vehicles and equipment shall be properly trained and licensed. The extent of the training provided will vary with the operator's experience and the complexity of the vehicle or equipment assigned.

5. Appropriate economic criteria and operational needs shall be evaluated when making vehicle and equipment purchase and disposal decisions.

6. The full cost of all county vehicles and equipment will be identified and allocated

to county departments and offices by Fleet Services.

B. County vehicles are the preferred choice for business transportation. If the use of a county vehicle (Department assigned or Pool vehicles) is not practicable and/or available, Private Mileage Reimbursement (PMR) may be used.

C. Fleet Services will assign vehicles and ~~–~~maintain ~~and review vehicle assignment~~ records ~~criteria and requests for classification~~ in order to serve the interests of the County and meet the business transportation needs of employees and volunteers.

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D. Fleet Services will monitor utilization rates, estimated vehicle costs (EVC), ~~and assignment criteria~~ and recommend modifications as necessary.

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E. County Administration ~~Fleet Services~~ will develop procedures required to execute this policy. County departments and offices are responsible for distributing and applying these policies and procedures, as appropriate.

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F. Personal use of county vehicles, except as expressly allowed herein, is prohibited (See also, Cochise County Travel Policy, Section VI. Transportation, C. County Vehicles).

1. While on authorized travel status, an employee may use a County vehicle to obtain meals and for incidental personal use within a reasonable distance of the official business or place of temporary lodging

2. While traveling within Cochise County, a personal stop for meals or other necessities is permissible only when the following conditions are met:
    a. It occurs between business destinations or from and to the duty site.
    b. It adds limited incidental mileage to the vehicle.

G. County vehicles shall have county logos and numbers applied in a standard format by Fleet Services. Removing these identifiers and/or applying nonconforming stickers, decals and logos is prohibited. Any exceptions require written approval of the Fleet Services Director, Internal Services Administrator or the County Administrator.

H. Elected Officials, employees and volunteers planning to use a county vehicle for out of state travel shall consult with and receive written permission from the County Administrator or his/her designee prior to traveling. The following additional conditions apply:

1. Travel into the Republic of Mexico requires approval from the Risk Management Division prior to travel and notice upon return.

2. Travel into New Mexico while in route between two in-county sites does not require specific written authorization.

I. The County Administrator shall have final authority for administering, interpreting, and applying the terms of this policy.

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IV. VEHICLE USE AND ASSIGNMENT

A. Department-Assigned Vehicles or Pool Vehicles

1. Consistent with this policy, authorization for the use of vehicles that are assigned to departments shall be provided by the appointing authority or his/her designee, for employees and volunteers within that Department.

2. Fleet Services shall maintain a pool of vehicles which are available for intermittent use or short-term (less than seven (7) days) assignment to a department or individual. The Department's appointing authority must authorize the use of pool vehicles. Persons using pool vehicles shall complete the required forms for each use of a vehicle.

3. Pool vehicles may be assigned for temporary work-to-home use in situations where the vehicle operator is reporting to a temporary work site and such accommodation provides a definable benefit to the county and is compliant with IRS regulations for non-taxable assignments.

4. The County Administrator and department directors may temporarily assign an available county vehicle (work-to-home use) during a disaster, inclement weather or other such circumstance for which the employee or volunteer may need to respond during regular business and/or after hours to work related situations. All other provisions of the Vehicle and Equipment Use policy are applicable.

B. Individual Assignment of a County Vehicle.

1. At the request of an appointing authority, Fleet Services may assign a County vehicle to an individual for full-time work use when it is clearly demonstrated that a more efficient use of County resources will result from permanent individual assignment, or when it is an operational requirement of the requesting Department.

2. Under the following circumstances, individuals assigned a county vehicle may be granted additional authorization for work-to-home use:

a. Individual Assignment with Work-To-Home Use - Not Taxable.

i. Vehicles assigned for use by sworn law enforcement officers may be granted work-to-home privileges by the appointing authority.
ii. Employees reporting to a temporary work site may be granted work-to-home county vehicle use privileges upon request of the appointing authority and approval of the county administrator.

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iii. In all circumstances, requests for non-taxable work-to-home use shall be evaluated based on the definable benefit of such assignment to the county and compliance with IRS regulations for non-taxable assignments.

iv. The county administrator has the authority to revoke non-taxable work-to-home privileges when there no longer exists a definable benefit to the county.

b. Individual Assignment with Work-To-Home Use - Taxable.

i. Positions requiring 24-hour response and/or travel to multiple work sites may be authorized for work-to-home use of county vehicles upon request of the appointing authority and approval of the county administrator.

ii. Requests for work-to-home use will be evaluated based on the definable benefit of such assignment to the County and compliance with IRS regulations for taxable benefits.

iii. Employees assigned vehicles with taxable work-to-home use shall submit quarterly vehicle use reports to the finance department. Each day of work-to-home use shall be documented and the corresponding value of use will be reported annually to the IRS as income.

C. Personal Vehicle.

1. The use of a personal vehicle to conduct official county business requires advance approval of the appointing authority, "approved driver" status ((see Section VI. F) and shall be reimbursed by the County pursuant to the Cochise County Travel Policy, Section VI. Transportation, A. Privately-Owned Vehicle.

2. Mileage Reimbursement as provided for in the Travel Policy is considered full payment (including depreciation, insurance, maintenance, fuel and other operating costs) for personal vehicle use in lieu of a county vehicle.

3. A Personal Vehicle Allowance (PVA) may be offered to senior county management as part of a base benefit plan.

a. Changes to the Personal Vehicle Allowance (PVA) amount may be approved by the County Administrator with notice and appropriate justification provided to the Board of Supervisors thirty (30) days prior to the effective date.

b. PVA payments are subject to Federal Income Tax and shall be reported by the County to IRS on Form W-2 as taxable income.

c. Recipients of PVA shall be restricted from using a county vehicle except as approved by the County Administrator and reimbursed by the employee.

DRAFT

d. PVA shall be considered full payment (including depreciation, insurance, maintenance, fuel and other operating costs) for personal vehicle use in lieu of a county vehicle.

4. Elected Officials, employees and volunteers who receive a reimbursement and/or allowance for private vehicle use are advised to discuss tax issues with their individual tax consultants.

V. INSURANCE

A. Drivers using a personal vehicle for county business shall carry adequate personal vehicle liability insurance as required under Arizona law and shall submit insurance documentation to the Human Resources Department.

B. Drivers using a personal vehicle for county business shall immediately notify the Human Resources Department of any change in insurance that affects compliance with this policy.

VI. OPERATOR LICENSING

A. All persons operating a vehicle on county business shall possess a license valid to drive in Arizona and shall maintain an acceptable driving record.

B. Operators of vehicles or equipment requiring a special class license and/or endorsement, shall possess the same prior to operating such vehicles or equipment, or shall be in possession of an Arizona CDL instruction permit and under appropriate supervision.

C. Employees and volunteers who operate any vehicle for county business are responsible for notifying their immediate supervisor of any restrictions, limitations, or other change in their driving status. Notification is required immediately upon the earlier of the occurrence of an event causing the restriction, the imposition of a limitation or change in driving status or the receipt of notification thereof. Failure to do so may result in a disciplinary action for the employee or dismissal of the volunteer.

D. Elected officials operating a vehicle on county business shall possess a license valid to drive in Arizona and immediately notify the County Administrator of a suspension, revocation, or cancellation of their license.

E. Applicants for positions in job classifications that require a license valid to drive in Arizona will be required to provide their driver's license number to Human Resources for use in verifying the validity of their license and the acceptability of their driving record. An applicant for a position in a job classification that requires a license valid to drive in Arizona found to have an invalid license or unacceptable driving record shall be removed from further consideration for employment with the county.

DRAFT

F. Employees in job classifications where driving is not required, but may be an incidental part of the job, may choose whether or not to provide their driver's license number to the County. If the employee chooses not to provide a driver's license number, does not have a license valid to drive in Arizona, or provides a driver's license number and is found to have an invalid license or unacceptable driving record, the employee will be designated a "non-driver" and may not drive any vehicle for any reason on County business. Notice of "non-driver" status will be given to the employee and to the appointing authority.

G. Employees in job classifications where a license valid to drive in Arizona is required or who choose to voluntarily provide their driver's license number under subsection (F) will have their driving records verified through the Arizona Department of Motor Vehicles (DMV). The Human Resources Department, Risk Management Division will notify the employee's supervisor in the event that:

1. An employee's driving record is unacceptable;

2. An employee's driver's license has been or is scheduled to be suspended, revoked or cancelled by DMV.

H. Suspension, revocation or cancellation of an employee's driver's license when a driver's license is required for the employee's job classification or when the employee operates any vehicle as an incidental part of their job duties, may subject the employee to disciplinary action up to and including termination.

VII. SAFETY

A. Prior to being assigned to operate county vehicles and/or equipment, employees and volunteers shall receive proper training/instructions from their department. The extent of the training provided will vary with the operator's experience and the complexity of the vehicle or equipment assigned.

B. Operators of and passengers in any vehicle and/or equipment operated on county business shall wear seat belts.

C. Operators of county vehicles and equipment shall exercise all reasonable caution and care while operating county vehicles and equipment.

D. Operators of county vehicles shall not use a cellular device, tablet, or mobile data computer in any capacity (to include talking, texting, or dialing) while operating a county vehicle in traffic, except when the vehicle is equipped with factory or fleet installed hands-free equipment.

E. While fueling vehicles, operators and passengers shall not smoke or use cellular devices.

F. Illegal Drugs: No person shall operate any vehicle or equipment on county business while under the influence of, or in possession of, any illegal drug, except for the

DRAFT

transportation of such drugs that have been confiscated as evidence.

G. Alcoholic Beverages: No person shall operate any vehicle or equipment on county business within four (4) hours of having consumed an alcoholic beverage or while legally under the influence of alcohol. County vehicles shall not be used to transport alcoholic beverages under any circumstances, except for the transportation of such beverages that have been confiscated as evidence, or used in intoxication detection training conducted by law enforcement personnel.

H. Prescription and Over-the-counter Drugs: No person shall operate any vehicle or equipment on county business if taking any medications that may impair or impact his or her ability to operate a vehicle safely. Employees and volunteers taking medications that may impact or impair their ability to safely operate a vehicle and/or equipment shall immediately notify their manager and/or supervisor.

VIII. VEHICLE OPERATIONS

A. Operators of county vehicles and equipment shall obey the traffic laws, operator licensing requirements, vehicle dimension and weight limits and vehicle equipment requirements of the Arizona Revised Statutes, Title 28, Transportation.

B. Employees operating county vehicles and equipment shall report every instance of contact with a law enforcement official, excluding routine Border Patrol checkpoint contact, to their immediate supervisor no later than the next business day. Contact may include, but is not limited to, verbal warnings regarding traffic law violations, written warnings, and questioning during the course of investigation.

C. Smoking is prohibited in all county vehicles and equipment at all times.

D. Passengers and Animals:

1. Passengers in any county vehicle are permitted only when their presence serves an official county business function.
   a. Spouses may accompany employees on official County business in a County-owned vehicle only with the approval of the appointing authority (see also Pursuant to Cochise County Travel Policy, Section VI. Transportation, C. 4.).

2. Transportation of animals is prohibited except for the following:

   a. Live animals are permitted to be transported in Sheriff's Office vehicles as necessary during the conduct of official police business.

   b. Animals are permitted to be transported in Animal Control vehicles in the specialized containment structures designed to transport such animals.

   c. Deceased animals may be transported in trucks and trailers for disposal purposes if done in a manner consistent with the county's established standards for such

activity.

E. Vehicle and equipment operators are responsible for reporting mechanical problems to department supervisors. County departments and offices are responsible for reporting any and all vehicle and equipment mechanical problems to Fleet Services as soon as possible. Vehicle operators are also responsible for returning assigned vehicles to Fleet Services when scheduled service is due.

F. Vehicle operators shall be responsible for fueling vehicles at approved locations. G. County vehicle and equipment operators shall be responsible for checking oil and water levels, tire pressure and condition while fueling, or not less than once per month. Alternatively, operators may bring their vehicles to Fleet Services during business hours to have these basic safety and maintenance checks performed monthly.

H. Operators shall maintain the cleanliness of county vehicles and equipment. Fleet Services provides vehicle cleaning Monday through Thursday between the hours of 8 a.m. and 2 p.m.

I. Any modification to county vehicles must be pre-approved and completed by Fleet Services.

J. Parking fees associated with county business are reimbursable upon receipt of proper documentation. Parking tickets are the responsibility of the driver receiving the ticket and should be resolved in a timely manner.

K. Only county vehicles designated for towing shall be used for such a purpose and at no time shall a county vehicle be used to tow personal property, nor shall a personal vehicle be used to tow county property.

L. Citations:

1. Any employee or volunteer acting on county business, whether or not operating a county vehicle, who receives a traffic citation, shall immediately advise his or her supervisor and provide a copy of the citation no later than the next business day.

2. Any employee acting on county business, whether or not operating a county vehicle, who is cited and convicted of any traffic violation may be disciplined in accordance with Cochise County Merit System Rules. In cases where driving is a job requirement, this may result in an inability to perform assigned work if it causes the employee to have an unacceptable driving record.

3. All costs associated with any citation are the exclusive responsibility of the vehicle operator.

M. Incidents:

1. County vehicle operators involved in any vehicle incident, regardless of severity

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shall:

a. Follow the on-scene procedures detailed on the incident response instructions located in the vehicle's glove compartment

b. Submit a Vehicle/Equipment Incident Damage/Loss Report to the appointing authority by 5pm on the next business day.

2. Managers and/or appointing authorities advised of a vehicle incident shall:

a. Electronically submit the completed Vehicle/Equipment Incident Report, including the Appointing Authority's comments, to Fleet Management within two business days.

b. Confer with Fleet Services and Risk Management to determine what other information is needed and what the next steps should be in the evaluation and assessment.

3. Any employee involved in a motor vehicle incident, regardless of the nature or severity, while on county business may be subject to disciplinary action. Incidents shall be investigated by the employee's department and findings submitted to Risk Management, Fleet Services and the County Administrator for review.

4. Making false statements on vehicle incident reports is strictly prohibited and could result in disciplinary or legal action.

IX. CORRECTIVE ACTION

A. Corrective action for an employee's violation of this policy is the responsibility of the employee's immediate supervisor and appointing authority.

1. Disciplinary action up to and including termination may be imposed for violations of this policy in a manner consistent with applicable Cochise County Merit System Rules.

2. Operating a County vehicle is a privilege which may be suspended by the appointing authority. Reasons for suspending the privilege of operating a County vehicle include:

a. Failure to comply with the requirements of this policy.

b. Commission of any criminal traffic offense with a county vehicle.

c. Commission of multiple civil or criminal traffic violations, whether within a county vehicle or a Privately Owned Vehicle.

DRAFT

d. Causing physical injury to any person while operating a vehicle/equipment for County business.

e. To protect the interests of the County.

3. The appointing authority must immediately suspend an employee's driving privilege for a violation of Section VI, Operator Licensing; the finding of an unacceptable driving record; and during the period of investigation of an incident involving physical injury to any person. The driving privilege may not be reinstated without written authorization from the County Administrator.

B. Notwithstanding discipline imposed by an appointing authority, the County Administrator may suspend or revoke an employee's authorization to operate a County vehicle based upon the recommendation of the Incident Risk Review Board.

1. The Incident Risk Review Board (IRRB) shall:

a. Meet quarterly to review vehicle incident reports and statistics
b. Make recommendations regarding changes in workplace practices, equipment, training, etc., in order to prevent incident recurrence.
c. Review operating procedures, safety practices and procedures at various work sites where County vehicles are deployed, in order to identify positive interventions, training opportunities and safety protocols to reduce the number and severity of incidents.
d. Convene for special meetings if requested by an Appointing Authority, IRRB Committee Member, or the County Administrator to review or assist in the evaluation and assessment of a specific incident.
e. Review the response to incidents (as determined by the Appointing Authorities) on at least a quarterly basis, for the purpose of ensuring consistent application of this policy and to make written recommendations to the County Administrator regarding additional action which may be necessary to protect the interests of the County.

2. The IRRB shall be composed of:

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a. Deputy County Administrator and/or Internal Services Administrator

b. Fleet Services Director

c. Risk Manager

d. A representative from each of the following departments: County Sheriff, Highway & Floodplain, Solid Waste, and the Courts

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e. Additional county employees appointed by the Board of Supervisors

3. The Deputy County Administrator and/or Internal Services Administrator may request additional representatives join the IRRB for a specific meeting to ensure the IRRB has adequate expertise. In addition, the IRRB may request assistance from an external expert (for example an insurance investigator or representative from Arizona County Insurance Pool).

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