



# Cochise County Board of Supervisors

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

**ANN ENGLISH**  
Chairman  
District 2

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**PEGGY JUDD**  
Supervisor  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

## **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, March 14, 2017 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.*

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The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

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

### **CALL TO THE PUBLIC**

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

### **CONSENT**

#### **Board of Supervisors**

1. Approve Community Development Block Grant (CDBG) award #136-17 from the Arizona Department of Housing for repairs to the Southern Arizona Children's Haven effective March 15, 2017 to July 1, 2018 in the amount of \$247,103.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of February 28, 2017.

3. Approve acceptance of Quit Claim Deed from John N. and Diane D. Hutchison (Grantors) to Cochise County for real property described as "All of Lots 37 and 438, SUN SITES RANCHES Unit No. 4, according to the map recorded in Book 5 of Maps and Plats, Page 102, records of Cochise County Arizona" as recommended by the Highway & Floodplain Division and the County Attorney's Office.

### **Community Development**

4. Approve an increase in Contract No. IFB 13-41-HFP-04 with Banning Creek Enterprises, LLC for culvert cleaning in the not to exceed amount from \$250,000 to 300,000.
5. Approve an increase in Contract No. IFB 16-43-HFP-04 with Brown and White, Inc. for guardrail repair and replacement in the not to exceed amount from \$290,000 to \$340,000.

### **County Attorney**

6. Approve grant 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.
7. Adopt Resolution 17-03 authorizing the acquisition of property for additional parking at the Benson Service Center.

### **Elections & Special Districts**

8. Approve the appointment as precinct committee persons for the Democratic Party upon the recommendation of the Party Chair, Debbie Hickman: Precinct 08 Cochise Stronghold - David B. Pinar; Precinct 26 SV Avenida Del Sol - Bryan S. Reid III and Joyce Ann Carpenter.

### **Finance**

9. Approve demands and budget amendments for operating transfers.

### **Health & Social Services**

10. Approve the Arizona Department of Health Services IGA Amendment #2, Agreement # ADHS17-133164 for the Public Health Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the additional amount of \$16,610.12.
11. Approve an Intergovernmental Agreement (IGA) between Pima County and Cochise County for Medical Examiner Services for the period of May 22, 2017 through June 30, 2017 in the amount of \$87,500 per quarter and does not include non-autopsy and non-examination services.

### ***PUBLIC HEARINGS***

### **Board of Supervisors**

12. Approve Cox Communications Arizona, LLC Franchise Amendment removing the "Whetstone Area" from their service area in Cochise County.

## ***ACTION***

### **County Sheriff**

13. Approve agreement for services between Cochise County and Aerial Solutions II, LLC, an Arizona Limited Liability Company for helicopter services effective February 28, 2017 through February 28, 2020 in the amount of \$1,423,524, with an additional grant amount of \$203,640 which will cover first year fuel, personnel and lodging expenses.

### **Human Resources**

14. Approve Resolution 17-02 to renew Cochise County's membership in the Cochise Combined Trust (CCT) effective July 1, 2017 through June 30, 2020.
15. Approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust for fiscal year 2017-2018.

### **Solid Waste**

16. Approve the award of Invitation for Bids (IFB) 17-19-SWD-04 for the Western Regional Landfill Cell Four Liner to Rummel Construction, Inc. Scottsdale, Arizona in the not to exceed of \$1,828,002.45.

## ***STATE & FEDERAL LEGISLATION***

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

## ***REPORT BY EDWARD T. GILLIGAN 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, Peggy Judd**

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.

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**Cochise County Board of Supervisors**

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



**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:** 247,103

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1: 115-2300-2400

**Fund Transfers**

**Fiscal Year:** 2017

**One-time Fixed Costs? (\$\$\$):** 247,103

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

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

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

**Source of Funding?:** Federal 332.100

**Fiscal Impact & Funding Sources (if known):**

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**Attachments**

[Grant Approval Form](#)

[CDBG Forms](#)

[CDBG Contract 136-17](#)

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# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

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## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://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.**



Community Development Block Grant (CDBG) Program DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s): 136-17

(Complete the name and address of Recipient Unit of Local Government [UGLG])

UGLG: Cochise County

Address: 1415 Melody Lane, Building G

City: Bisbee

State: Arizona

Zip: 85603

has been designated as the recipient for all funds to be received from ADOH resulting from CDBG Funding Agreement Number(s) shown above.

Funds shall be deposited by the recipient UGLG to:

Name of Financial Institution: J.P.Morgan Chase Account Name/ #: last 4 (7294)

A. [ ] Check this box if payment to be mailed to grantee

B. [X] Check this box if payment to be sent electronically (direct deposit).

Note: If Box B is checked, GA0-618 Automated Clearinghouse (ACH) Vendor Authorization must be sent to ADOH.

Account number by which CDBG funds will be recorded in grantee financial records: 115-2300-2400

Leverage account number, if applicable: n/a

I certify that CDBG funds shall be deposited as specified above; shall not be deposited in an interest bearing account (unless all requests for payment shall be on a reimbursement basis); and shall be deposited in an FDIC-insured financial institution.

Ann English
Typed Name of Chief Elected Official

Signature of Chief Elected Official

Chairman, Board of Supervisors
Title

3/14/17
Date



Community Development Block Grant (CDBG) Program  
AUTHORIZED SIGNATURE CARD  
FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

UGLG: Cochise County

Funding Agreement Number(s): 136-17

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s):

1

Signature

Lisa M. Marra

Typed Name

Date

Community Relations Administrator

Title

2

Signature

Ed Gilligan

Typed Name

Date

County Administrator

Title

3

Signature

Lynette Nowlan

Typed Name

Date

Finance Director

Title

4

Signature

Typed Name

Date

Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract and that I, as the Chief Elected Official (Mayor/County Board Chairperson), have the authority to designate these individuals to take such action.

3/14/17

Signature of Chief Elected Official

Date

Ann English

Chairman, Board of Supervisors

Typed Name

Title



Community Development Block Grant (CDBG) Program  
AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE  
ACTIONS PERTAINING TO CDBG FUNDING AGREEMENTS

UGLG: Cochise County

FUNDING AGREEMENT NUMBER(S): 136-17

ONLY ONE SIGNATURE REQUIRED (additional recommended to ensure signatory availability)

SIGNATURE(S) OF AUTHORIZED INDIVIDUAL(S)

Typed Name Lisa M. Marra Title Community Relations Administrator

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name Ed Gilligan Title County Administrator

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name Lynette Nowlan Title Finance Director

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

I certify that the signatures above are those of the individuals who may authorize administrative actions for the cited contract and that I, as the Chief Elected Official, have the authority to designate these individuals to take such action.

Chief Elected Official \_\_\_\_\_ Title Chairman, Board of Supervisors  
(Typed Name)

Signature Ann English Date 3/14/17

AGREEMENT NO. 136-17  
TERMINATION DATE July 1, 2018

**FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
COCHISE COUNTY  
FOR  
SOUTHERN ARIZONA CHILDREN'S HAVEN PROJECT**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
  - Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
  - A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
  - The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
  - Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
  - Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("NHTF").
  - Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
  - Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").
  - Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
- and

**FUNDING AGREEMENT**  
**with**  
**ARIZONA DEPARTMENT OF HOUSING**

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**FUNDING AGREEMENT  
with  
ARIZONA DEPARTMENT OF HOUSING**

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**ATTACHMENTS**

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

COCHISE COUNTY  
(Entity)

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

1415 Melody Lane Building G

Street

Bisbee Arizona 85603-3037

City State Zip

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

**Section 1. FUNDS PROVIDED**

ADOH agrees to provide \$247,103.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

- CDBG, CFDA # 14.228**  
Federal Fiscal Year 2016  
\$247,103.00
  
- HOME, CFDA # 14.239**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
  
- HTF**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
  
- HOPWA, CFDA # 14.241**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
  
- COC, CFDA # 14.267**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
  
- NHTF, CFDA # 14.275**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
  
- DOE WAP, CFDA # 81.042**  
Federal Fiscal Year \_\_\_\_\_

\$ \_\_\_\_\_  
**LIHEAP WAP, CFDA # 93.658**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**SWG WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

## Section 2. OTHER FUNDS

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

## Section 3. ACCEPTANCE OF FUNDS

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

## Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JULY 1, 2018 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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

CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement*,

*Contracts and Acquisition Handbook* (collectively “the Incorporated Documents”) as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

- HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HTF funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) State of Arizona Qualified Allocation Plan; and (5) *National Housing Trust Fund Allocation Plan*.
- DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- SWG WAP funds require adherence to the following provisions: (1) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) the *Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.

## Section 6. SCOPE OF WORK

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

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

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

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

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

## Section 7. REPORTS

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

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

- HOME, NHTF or HTF funded rental development projects (“Rental Projects”).** Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding

two (2) months (i.e. the January report covers the months of November and December).

- HOME, HTF and CDBG non-rental projects** ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Quarterly Progress Report* attached hereto as Attachment B. The Quarterly Progress Report must be submitted to ADOH on the 15<sup>th</sup> of July, October, January and April and address activities of the preceding three (3) months (i.e. the July report covers the months of April, May and June). Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- COC funded assistance for persons who are homeless** ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than sixty (60) days following the contract termination date listed on Page 1 of the Agreement.
- HOPWA funded rental assistance and services** ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30<sup>th</sup> annually.
- DOE WAP, LIHEAP WAP and SWG WAP funded projects** ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30<sup>th</sup> (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30<sup>th</sup> report covers the month of December).

**7.2 Contract Closeout—Completion Reports and Post-Funding Audits.** Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

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

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

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

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

## Section 8. SCHEDULE OF COMPLETION

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

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

- Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Homeless Projects funded with COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

## Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

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

- CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
  - (b) Additional funding sources are added to the Project;
  - (c) Recipient is requesting a change to the grant terms.
- HOME, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
  - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

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

## **Section 10. AMENDMENTS AND MODIFICATIONS**

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

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

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

## **Section 11. ENVIRONMENTAL REVIEW CONDITIONS**

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

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

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with

the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

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

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

**WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

## **Section 12. APPLICATION AND OTHER PRE-AWARD COSTS**

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

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

## **Section 13. COMPENSATION AND METHOD OF PAYMENT**

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and

outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

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

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

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

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

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

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

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

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

#### **14.2 Use of Program Income and Funds Recouped by Recipient.**

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

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

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

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

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

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

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

**15.4 Recapture.** ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

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

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

## **Section 16. REVERSION OF ASSETS**

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

**16.2 Real Property Acquired or Improved with CDBG Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

**16.3 Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

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

## **Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES**

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

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

## **Section 18. SUBCONTRACTING**

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

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

## **Section 19. FAILURE TO MAKE PROGRESS**

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

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

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

#### **Section 20. TERMINATION FOR CAUSE**

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

#### **Section 21. TERMINATION FOR CONVENIENCE**

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

#### **Section 22. ENFORCEMENT**

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

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

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

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

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

## **Section 23. CANCELLATION**

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

## **Section 24. RECORDS RETENTION**

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

**CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

**WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been

approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

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

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

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

#### **Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS**

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

#### **Section 26. AVAILABILITY OF FUNDS**

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

#### **Section 27. APPLICABLE LAW AND ARBITRATION**

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

## **Section 28. INDEMNIFICATION**

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

## **Section 29. FEDERAL GOVERNMENT LIABILITY**

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

## **Section 30. AUDIT**

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

## **Section 31. AUDIT EXCEPTIONS**

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

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

### **Section 32. UNALLOWABLE USE OF FUNDS**

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

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

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

### **Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF**

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

### **Section 35. IDENTIFICATION OF DOCUMENTS**

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

### **Section 36. COPYRIGHT**

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

### **Section 37. RIGHTS IN DATA**

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

### **Section 38. FUNDING CONDITIONS**

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

### **Section 39. NON-DISCRIMINATION**

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
  
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

#### **Section 40. THIRD PARTY ANTITRUST VIOLATIONS**

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

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

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

#### **Section 42. INSURANCE**

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

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

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

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

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

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

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

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

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

#### **42.1 Required Coverage**

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

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

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

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

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

#### **42.2 Certificates of Insurance**

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

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

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

#### **42.3 Cancellation and Expiration Notice**

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

### **Section 43. PRIVACY CONSIDERATIONS**

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

#### **Section 44. NOTICES**

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

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

COCHISE COUNTY  
*Entity*  
LISA MARRA  
*Attention (if applicable)*  
1415 MELODY LANE  
*Mailing Address*  
BISBEE ARIZONA 85603-3037  
*City State Zip*

#### **Section 45. REGISTRATION WITH SOCIAL SERVE**

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

#### **Section 46. ADOH SIGNAGE**

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

#### **Section 47. PHOTOGRAPHS**

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

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

THE STATE OF ARIZONA,  
ARIZONA DEPARTMENT OF HOUSING

Cochise County  
RECIPIENT

BY: \_\_\_\_\_

Michael Traylor

BY: \_\_\_\_\_

Ann English

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: \_\_\_\_\_

DATE: 3/14/17

## Attachment A SCOPE OF WORK

### Cochise County 136-17 – Public Facilities: Southern Arizona Children’s Haven

#### Activity #1 - Administration

\$32,000 CDBG

To carry out all required actions to administer activities funded from the FY 2016 SEAGO Regional Account for the Cochise County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

#### Activity #2 – Public Facilities: Southern Arizona Children’s Haven

\$215,103 CDBG

To use CDBG funds to complete demo as needed and reconstruction including but not limited to the following: Electrical and plumbing upgrades, Removal and replacement of windows and skylights, removal and replacement of insulation and drywall, removal and replacement of damaged interior doors, hardware, shelving and trim, install fire alarm system, painting, flooring, millwork, block security fencing if funds allow.

This activity will meet the Low to Moderate Clientele National Objective (LMC) and will benefit approximately 498 Children of whom 498 (or 100%) are low-to-moderate income.

#### HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMC included) with new access

Data Collection Methodology: Document the number of children who have access to the rehabilitated and re-opened facility.





Arizona  
Department  
of Housing

CDBG

Attachment C

| Budget                           |                                   | Recipient   | Cochise County | Date             |                     |                     |                     |                 |
|----------------------------------|-----------------------------------|---|----------------|------------------|---------------------|---------------------|---------------------|-----------------|
| Contract No./File No.            | 136-17                            | Contract Period: from February 2017 to July 1, 2018 |                | Revision No.     |                     |                     |                     |                 |
| Activity                         | Southern Arizona Children's Haven |   |                |                  |                     |                     |                     |                 |
| Recipient Address                | 1415 Melody Lane Bldg G           |   |                | City Bisbee      |                     |                     |                     |                 |
| Contact Person                   | Lisa Marra                        |   |                | ZIP 85603        |                     |                     |                     |                 |
| Phone                            | 520.432.9742                      |   |                | Fax 520.432.9758 |                     |                     |                     |                 |
| Program Specialist               | Diane Olsen                       |   |                | County Cochise   |                     |                     |                     |                 |
|                                  | a                                 | b   | c              | d                | e                   | f                   | g                   | h               |
| Budget Line Item or Activity No. |                                   | CDBG 2016   | CDBG 2016      | CDBG 2016        | Source Program Year | Source Program Year | Source Program Year | TOTAL 2016 CDBG |
| Administration #1                |                                   | \$32,000.00   |                |                  |                     |                     |                     |                 |
| Project #2                       |                                   |   | \$215,103.00   |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
|                                  |                                   |   |                |                  |                     |                     |                     |                 |
| Total                            |                                   | \$32,000.00   | \$215,103.00   |                  |                     |                     |                     | \$247,103.00    |



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

| Recipient  |              | Cochise County                    |               | Date  |                    |                        |               |
|--|--------------|-----------------------------------|---------------|---|--------------------|------------------------|---------------|
| Contract No  |              | 136-17                            |               | Contract Period: from February 2017 to July 1, 2018 |                    |                        |               |
| Activity   |              | Southern Arizona Children's Haven |               | Pay Req. No/Mo                                      |                    |                        |               |
| Recipient Address  |              | 1415 Melody Lane                  |               | Direct Wire Dep                                     |                    |                        |               |
| Contact Person   |              | Lisa Marra                        |               | City  |                    |                        |               |
| Phone  |              | 520-432-9742                      |               | ZIP   |                    |                        |               |
| Email  |              | Lmarra@cochise.az.gov             |               | Fax   |                    |                        |               |
| Program Specialist   |              | Diane Olsen                       |               | County  |                    |                        |               |
| Email  |              | diane.olsen@azhousing.gov         |               | Cochise   |                    |                        |               |
| <b>Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.</b> |              |                                   |               |   |                    |                        |               |
| a  | b            | c                                 | d             | e   | f                  | g                      | h             |
| Budget Line Item or Activity No.   | IDIS Act No. | CDBG 2016                         | CDBG 2016     | Total Amount Req. to Date                           | Balance in Account | Amount of this Request | New Balance   |
| Act. 1 Administration  |              | \$32,000.00                       |               |   | \$ 32,000.00       |                        | \$ 32,000.00  |
| Act. 2 Project Specific  |              |                                   | \$215,103.00  |   | \$ 215,103.00      |                        | \$ 215,103.00 |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
|  |              |                                   |               |   | \$ -               |                        | \$ -          |
| <b>Total</b>   |              | \$ 32,000.00                      | \$ 215,103.00 | \$ -  | \$ 247,103.00      | \$ -                   | \$ 247,103.00 |

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

**RESOLUTION 16-08**

**AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR FY 2016/2017  
STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS,  
CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S  
PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT  
NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND  
AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND  
COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATIONS**

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

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

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

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

**WHEREAS**, the projects that have been requested that meet at least one of the three Congressional mandated National Objectives are:

- i) Bowie Water District: Repairs and upgrades to the water system. \$231,778
- ii) Elfrida Library: Outdoor patio & ramada, benches, electricity, security system \$30,000
- iii) Fry Fire District: New roof for Frytown station \$35,000
- iv) Fry Fire District: Radios \$46,900
- v) Southern AZ. Children's Haven: Remodel new facility in Huachuca City to provide shelter for children in crisis. \$214,600
- vi) Rural Accent Bowie: Existing building repairs \$30,000 or
- vii) Rural Accent Bowie: Purchase prefab building for Rural Accents food bank serving NE Cochise County area: \$214,600
- viii) Fry Townsite: Sidewalks, curb, gutter & lights from 4<sup>th</sup> to Tacoma St. \$214,600
- ix) Fry Townsite: Solar street lights on Theater \$30,000; and

**WHEREAS**, it is estimated that the total amount of CDBG funds that will be available is \$231,778 of which Cochise County could apply for up to 18% in Administration Funds to administer the grant; and

**RESOLUTION 16-08**

**Re: Authorizing The Submission Of Applications For FY 2016/2017 State Community Development Block Grant Funds, Certifying That Said Applications Meet The Community's Previously Identified Housing And Community Development Needs And The Requirements Of The State CDBG Program, And Authorizing All Actions Necessary To Implement And Complete The Activities Outlined In Said Applications**

Page | 2

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

**NOW, THEREFORE, BE IT RESOLVED** that the Cochise County Board of Supervisors authorize applications to be made to the State of Arizona, Department of Housing for FY 2016 CDBG funds, and authorize the Chairman of the Board of Supervisors to sign applications and contracts or grant documents for receipt and use of these funds in the following order of priority:

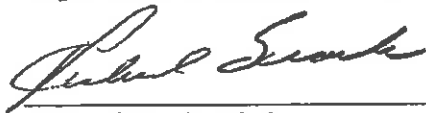
- i) Rural Accent Bowie Food Bank: Exterior wall repairs \$30,000
- ii) Southern AZ. Children's Haven: Arson remediation for existing facility in Huachuca City to provide shelter for children in crisis. \$175,000
- iii) Cochise County for Administrative Funds, any funds remaining, up to 15% of the total grant amount.

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

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

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

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of March, 2016 by the Board of Supervisors of Cochise County.



Richard Searle, Chairman  
Cochise County Board of Supervisors

**ATTEST:**



Arlethe G. Rios,  
Clerk of the Board

**APPROVED AS TO FORM:**



Elda E. Orduño,  
Civil Deputy County Attorney

## CERTIFICATIONS

### APPLICANT CERTIFICATIONS FOR FY2016

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
  - c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.

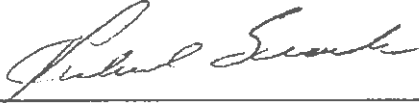
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

- 25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
- 26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:



\_\_\_\_\_  
Signature of Mayor or Chair of County Board

6/27/2016

Date

Richard R. Searle, Chairman of the Board of Supervisors

Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

Minutes

**Submitted By:** Melissa Belasco, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

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**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of February 28, 2017.

**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.

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**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**

Minutes

Warrants

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**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, February 28, 2017**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, February 28, 2017 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Patrick G. Call, Vice-Chairman; Peggy Judd, Member  
Staff Edward T. Gilligan, Interim County Administrator; Britt W. Hanson, Chief Civil Deputy  
Present: County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:11 a.m.

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

**PLEDGE OF ALLEGIANCE**

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

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***CALL TO THE PUBLIC***

Chairman English opened the call to the public.

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

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

***CONSENT***

**Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 14, 2017.

**County Attorney**

2. Approve the proposed settlement of the Tax Appeal in Phillip L. Weeks and Elizabeth L. Weeks, v. Cochise County, ST2016-000179 (Assessor parcel Nos. 102-01-012 and 102-01-013C), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

**Elections & Special Districts**

3. Approve the appointment as precinct committee persons for the Democratic Party upon the recommendation of the Party Chair, Debbie Hickman: Precinct 04 BI Bisbee: Linda J. Moore; Precinct 11 DO Castro Park: Erik Coppes; Precinct 19 Palominas: Cynthia Aspengren; Precinct 22 Portal: Diane "Dinah" Davidson; Precinct 27 SV Buffalo Soldier: Elisabeth Tyndall; Precinct 39 SV Soldier Creek: Paul Masterson, Percy Childs; Precinct 43 SV Yaqui: Pamela Landin; and Precinct 44 Tombstone: Alisa Cook.

## **Finance**

4. Approve demands and budget amendments for operating transfers. Warrants Nos. 15724-15796, 15806-15875, 15884-16022, were issued in the amount of \$1,402,072.

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

Supervisor Judd moved to approve items 1-4 on the consent agenda. Vice-Chairman Call seconded the motion and it carried unanimously.

## ***PUBLIC HEARINGS***

### **Board of Supervisors**

5. Approve a new sampling privileges liquor license application for a series #9S license submitted by Ms. Judith Lee Leiker for Mustang Mall, LLC, located at 13116 S. Highway 191, Pearce, AZ 85625.

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

Chairman English opened the public hearing.

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

Vice-Chairman Call moved to approve a new sampling privileges liquor license application for a series #9S license submitted by Ms. Judith Lee Leiker for Mustang Mall, LLC, located at 13116 S. Highway 191, Pearce, AZ 85625. Supervisor Judd seconded the motion.

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

## ***ACTION***

### **Board of Supervisors**

6. Renew and/or revise amendment 2 to the committee appointments for members of the Board of Supervisors and executive staff for the 2016-17 Fiscal Year and approve continuing annual memberships for 2016-17, with payment of associated dues as described herein.

Chairman English said that the changes to the membership listing was to appoint Mr. Gilligan to represent the County as the County Administrator to several organizations and to add Ms. Gwen Calhoun, as the County representative to the SouthEastern Arizona Community Action Plan (SEACAP).

Supervisor Judd moved to renew amendment 2 to the committee appointments for members of the Board of Supervisors and executive staff for the 2016-17 Fiscal Year and approve continuing annual memberships for 2016-17, with payment of associated dues as described herein. Vice-Chairman Call seconded the motion.

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

7. Approve Agreement of Employment for the County Administrator position for Mr. Edward T. Gilligan.

Mr. Hanson said that the contract proposed was different from previous contracts for the County Administrator position. He noted several of the differences: standardized benefits to match those of all other County employees and reduced car fringe benefit to \$500, with a notation that Mr. Gilligan could be reimbursed for expenses over the \$500 for out of County travel. He added that the contract would be in effect for two years, with an option to extend at that point.

Supervisor Judd said she was very delighted about this transition.

Chairman English said she was glad to have Mr. Gilligan on board and looked forward to a great working relationship.

Vice-Chairman Call moved to approve Agreement of Employment for the County Administrator position for Mr. Edward T. Gilligan. Supervisor Judd seconded the motion.

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

## **Community Development**

8. Approve the award of Request for Qualifications (RFQ) No.17-14-P&Z-03 On Call Building Plan Review & Site Inspection Services to establish a qualified list of two firms for residential and commercial building plan review and site inspection services for the Community Development Department.

Mr. Terry Hudson, Procurement Director, presented this item. Mr. Hudson noted that this was on behalf of Planning & Zoning and stated that the goal was not to replace current inspectors, but to supplement inspectors and improve services to residents, as well as major construction projects.

Mr. Esparza said that some industrial building inspections were more specialized than current staff experience and he wanted to ensure that vendors were readily available to address these kinds of inspections.

Supervisor Judd moved to approve the award of Request for Qualifications (RFQ)

No.17-14-P&Z-03 On Call Building Plan Review & Site Inspection Services to establish a qualified list of two firms for residential and commercial building plan review and site inspection services for the Community Development Department. Vice-Chairman Call seconded the motion.

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

## **Facilities Management**

9. Approve purchase agreement for sale of Cochise County Hospital for the sum of \$268,000 as offered through the Public Surplus Auction process by Videa Enterprises AKA Videacorp.

Mr. Jay Howe, Facilities Management Director, presented this item. Mr. Howe gave the background and said that this had been the highest bid received, which was a reasonable price and would benefit residents due to proposed use of facility. He added that it would also get the property back on the tax rolls and create jobs for residents in area.

Vice-Chairman Call moved to approve purchase agreement for sale of Cochise County Hospital for the sum of \$268,000 as offered through the Public Surplus Auction process by Videa Enterprises AKA Videacorp. Supervisor Judd seconded the motion.

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

## **Fleet Services**

10. Approve the award of Invitation for Bids IFB 17-22-FSD-04 to Wilkens Industries, Inc. for the purchase of two walking floor trailers for the Fleet Services Department in the not to exceed amount of \$135,896 plus any applicable tax.

Mr. Terry Hudson, Procurement Director, presented this item. Mr. Hudson gave the background.

Vice-Chairman Call asked about open top trailers.

Mr. Ruben Miranda, Internal Services Administrator, said that staff was still researching open top trailers and looking at how the walking floors could be converted to open top trailers in the future.

Supervisor Judd moved to approve the award of Invitation for Bids IFB 17-22-FSD-04 to Wilkens Industries, Inc. for the purchase of two walking floor trailers for the Fleet Services Department in the not to exceed amount of \$135,896 plus any applicable tax. Vice-Chairman Call seconded the motion.

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

## **STATE & FEDERAL LEGISLATION**

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

Chairman English asked the Board if there were any issues the Board wanted to follow up on.

The Board said there were no issues at this time.

***REPORT BY EDWARD T. GILLIGAN INTERIM COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS***

Mr. Gilligan announced Ms. Carrie Langley's promotion as the new Health & Social Services Director effective today.

***SUMMARY OF CURRENT EVENTS***

**Report by District 1 Supervisor, Patrick Call**

Vice-Chairman Call said he would be attending a Sierra Vista Metropolitan Planning Organization (SVMPO) meeting, a Huachuca 50 meeting; and giving a water recharge project tour to folks from The Nature Conservancy and the Walton Foundation.

**Report by District 2 Supervisor, Ann English**

Chairman English deferred her report.

**Report by District 3 Supervisor, Peggy Judd**

Supervisor Judd said she would be attending the National Prayer Breakfast on Fort Huachuca and also be doing a ride along with a deputy sheriff and a County Highway Division foreman.

Chairman English adjourned the meeting at 10:38 a.m.

APPROVED:

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Ann English, Chairman

ATTEST:

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Arlethe G. Rios, Clerk of the Board

## Cochise Co. Demands 2.28.17

|       |            |   |             |       |            |   |              |
|-------|------------|---|-------------|-------|------------|---|--------------|
| 15614 | 02/09/2017 | ADC-Health Services                           | \$341.00    | 15691 | 02/09/2017 | Waste Management of Arizona, Inc.             | \$313.77     |
| 15615 | 02/09/2017 | Amanda Baillie - Freelance Writer             | \$137.50    | 15692 | 02/09/2017 | Waxie Sanitary Supply                         | \$1,517.60   |
| 15616 | 02/09/2017 | Anderson, Steven James                        | \$250.00    | 15693 | 02/09/2017 | Wick Communications                           | \$65.00      |
| 15617 | 02/09/2017 | Aqua Life                                     | \$27.50     | 15694 | 02/09/2017 | Wick Communications                           | \$786.07     |
| 15618 | 02/09/2017 | Arizona Counties Insurance Pool               | \$13,016.10 | 15695 | 02/09/2017 | Willcox Auto Parts Inc.                       | \$278.54     |
| 15619 | 02/09/2017 | Arizona Department of Corrections             | \$63.00     | 15696 | 02/09/2017 | Willcox, City of                              | \$3,417.94   |
| 15620 | 02/09/2017 | Arizona Department of Environmental Quality   | \$3,948.14  | 15697 | 02/09/2017 | Eastman, Annette                              | \$564.73     |
| 15621 | 02/09/2017 | Arizona Public Service - APS                  | \$34,253.89 | 15698 | 02/09/2017 | English, Ann                                  | \$43.95      |
| 15622 | 02/09/2017 | Arizona Water Company                         | \$3,199.43  | 15699 | 02/09/2017 | Kaplowitz, Stuart A                           | \$405.00     |
| 15623 | 02/09/2017 | B & D Lumber and Hardware                     | \$118.90    | 15700 | 02/09/2017 | Medical Diagnostic Imaging Group              | \$220.00     |
| 15624 | 02/09/2017 | Banning Creek Enterprises, LLC                | \$7,392.00  | 15701 | 02/09/2017 | New Day Recovery                              | \$75.00      |
| 15625 | 02/09/2017 | Bella Vista Water Company-Liberty Water       | \$1,239.22  | 15702 | 02/09/2017 | Sierra Vista Emergency Physicians, Inc.       | \$128.80     |
| 15626 | 02/09/2017 | Benson, City of                               | \$288.21    | 15703 | 02/09/2017 | Smalley, Tricia                               | \$700.00     |
| 15627 | 02/09/2017 | Bisbee Napa                                   | \$9.95      | 15704 | 02/09/2017 | Butler, Steven R                              | \$63.08      |
| 15628 | 02/09/2017 | Bowie Water Improvement District              | \$119.37    | 15705 | 02/09/2017 | Cohen II, Louis Harry                         | \$120.00     |
| 15629 | 02/09/2017 | Brown and Caldwell                            | \$2,549.86  | 15706 | 02/09/2017 | Cooper, Renee                                 | \$153.90     |
| 15630 | 02/09/2017 | Bug-Wiser Exterminating, Inc.                 | \$1,063.00  | 15707 | 02/09/2017 | Eveningred, Richard                           | \$130.00     |
| 15631 | 02/09/2017 | Cable One                                     | \$118.99    | 15708 | 02/09/2017 | Gilligan, Judith                              | \$110.97     |
| 15632 | 02/09/2017 | Catholic Comm Services Southern Arizona, Inc. | \$515.50    | 15709 | 02/09/2017 | Godfrey, Marilyn                              | \$103.41     |
| 15633 | 02/09/2017 | CenturyLink                                   | \$192.50    | 15710 | 02/09/2017 | Kolano, Hillary                               | \$86.13      |
| 15634 | 02/09/2017 | Cochise County Farmers Association            | \$1,659.41  | 15711 | 02/09/2017 | Lacombe, Kathleen A.                          | \$138.51     |
| 15635 | 02/09/2017 | Complete Aviation Fuel Systems                | \$2,655.43  | 15712 | 02/09/2017 | Lopez, Nancy                                  | \$192.19     |
| 15636 | 02/09/2017 | Cooke, Stephen R.                             | \$210.00    | 15713 | 02/09/2017 | Lord, Priscilla                               | \$200.34     |
| 15637 | 02/09/2017 | Copygraphix Inc.                              | \$81.10     | 15714 | 02/09/2017 | Mabry, Mark McDaniel                          | \$102.06     |
| 15638 | 02/09/2017 | Crowell, Patricia                             | \$57.24     | 15715 | 02/09/2017 | Molina, Alejandra Barton                      | \$49.14      |
| 15639 | 02/09/2017 | Deneke, Buffy                                 | \$880.80    | 15716 | 02/09/2017 | Nava, Hector                                  | \$44.00      |
| 15640 | 02/09/2017 | Direct TV                                     | \$36.83     | 15717 | 02/09/2017 | Ramos, Itzel Chavez                           | \$12.04      |
| 15641 | 02/09/2017 | Douglas NAPA                                  | \$53.38     | 15718 | 02/09/2017 | Sanchez, Natalie Nicole                       | \$16.20      |
| 15642 | 02/09/2017 | Douglas, City of                              | \$1,280.57  | 15719 | 02/09/2017 | Scriven, April                                | \$44.00      |
| 15643 | 02/09/2017 | Elfrida Water Improvement District            | \$29.58     | 15720 | 02/09/2017 | Swartz, LaRae                                 | \$71.55      |
| 15644 | 02/09/2017 | Empire Southwest LLC                          | \$1,069.48  | 15721 | 02/09/2017 | Thomas, Shirley Lynn                          | \$77.22      |
| 15645 | 02/09/2017 | English, Ann                                  | \$886.14    | 15722 | 02/09/2017 | Thomas, Yolanda                               | \$46.44      |
| 15646 | 02/09/2017 | Enriquez, Delia                               | \$200.00    | 15723 | 02/13/2017 | AFLAC   | \$10,584.61  |
| 15647 | 02/09/2017 | Federal Express Corporation                   | \$129.68    | 15724 | 02/14/2017 | Alex Espinosa's Bisbee Funeral Home           | \$1,276.00   |
| 15648 | 02/09/2017 | Flir Surveillance Inc.                        | \$64,553.16 | 15725 | 02/14/2017 | Amazon.com LLC                                | \$1,204.31   |
| 15649 | 02/09/2017 | Gasper, Jo Ann                                | \$24.30     | 15726 | 02/14/2017 | American Fence & Security Company, Inc.       | \$33,658.66  |
| 15650 | 02/09/2017 | Gignac, Judith                                | \$26.46     | 15727 | 02/14/2017 | American Planning Association                 | \$1,207.00   |
| 15651 | 02/09/2017 | Hambicki Truck & Container Sales Inc.         | \$23,424.33 | 15728 | 02/14/2017 | Arizona Department of Corrections             | \$47.00      |
| 15652 | 02/09/2017 | Hodges Glass Co Inc                           | \$1,493.00  | 15729 | 02/14/2017 | Arizona Medical Waste, LLC                    | \$145.00     |
| 15653 | 02/09/2017 | Jimenez, Elizabeth Sarah                      | \$1,912.50  | 15730 | 02/14/2017 | Arizona State Hospital                        | \$2,729.24   |
| 15654 | 02/09/2017 | Keefe Commissary Network, LLC                 | \$2,080.25  | 15731 | 02/14/2017 | Arizona State Prison Complex                  | \$2,553.30   |
| 15655 | 02/09/2017 | Kuttner, Barbara L                            | \$27.00     | 15732 | 02/14/2017 | Baker & Taylor, Inc.                          | \$1,961.31   |
| 15656 | 02/09/2017 | Little Caesars                                | \$25.42     | 15733 | 02/14/2017 | Bank of America                               | \$113,796.78 |
| 15657 | 02/09/2017 | Manning, Donald Gene                          | \$250.00    | 15734 | 02/14/2017 | Banner-Univ Medical Ctr South Campus LLC      | \$19.50      |
| 15658 | 02/09/2017 | McEvoy, Daniels & Darcy, P.C.                 | \$450.00    | 15735 | 02/14/2017 | Banner-University Physicians Healthcare, Inc. | \$1,000.00   |
| 15659 | 02/09/2017 | National Technology Transfer, Inc             | \$4,698.00  | 15736 | 02/14/2017 | Bestway Electric Motor Service Co. Inc        | \$3,936.41   |
| 15660 | 02/09/2017 | NI Government Services Inc                    | \$221.18    | 15737 | 02/14/2017 | Blackstone Audio, Inc.                        | \$94.00      |
| 15661 | 02/09/2017 | Pittsburg Tank & Tower Maintenance Co Inc     | \$55,400.00 | 15738 | 02/14/2017 | Bug-Wiser Exterminating, Inc.                 | \$70.00      |
| 15662 | 02/09/2017 | PrevenTronics                                 | \$544.37    | 15739 | 02/14/2017 | Canyon Vista Medical Center                   | \$194.40     |
| 15663 | 02/09/2017 | Prudential Overall Supply                     | \$98.16     | 15740 | 02/14/2017 | Cardinal Health Inc.                          | \$235.45     |
| 15664 | 02/09/2017 | PTS-Prisoner Trans Services America LLC       | \$1,006.25  | 15741 | 02/14/2017 | CDW Government                                | \$1,541.35   |
| 15665 | 02/09/2017 | Pueblo Mechanical & Controls, Inc.            | \$36,913.59 | 15742 | 02/14/2017 | CEMEX Construction Materials South, LLC       | \$918.66     |
| 15666 | 02/09/2017 | Purcell's Western State Tire Company          | \$1,193.34  | 15743 | 02/14/2017 | Center for Disease Detection, LLC             | \$359.50     |
| 15667 | 02/09/2017 | Reed, Cynthia - Court Reporter                | \$21.00     | 15744 | 02/14/2017 | CenturyLink                                   | \$300.00     |
| 15668 | 02/09/2017 | RevolutionaryText, LLC                        | \$4,516.67  | 15745 | 02/14/2017 | Cochise Supplies, Inc.                        | \$27.77      |
| 15669 | 02/09/2017 | RWC International, LTD                        | \$2,675.50  | 15746 | 02/14/2017 | Contract Pharmacy Services, Inc.              | \$7,686.02   |
| 15670 | 02/09/2017 | Schlesinger, Aaron                            | \$785.80    | 15747 | 02/14/2017 | Copper Queen Community Hospital               | \$240.00     |
| 15671 | 02/09/2017 | Senergy Petroleum LLC                         | \$9,978.47  | 15748 | 02/14/2017 | Cornerstone Environmental Group, LLC          | \$2,639.39   |
| 15672 | 02/09/2017 | Sierra Vista NAPA                             | \$27.66     | 15749 | 02/14/2017 | Crafoo, Inc.                                  | \$15,550.10  |
| 15673 | 02/09/2017 | Southwest Disposal LC                         | \$100.01    | 15750 | 02/14/2017 | CRM of America LLC                            | \$2,829.06   |
| 15674 | 02/09/2017 | Southwest Gas Corporation                     | \$1,424.37  | 15751 | 02/14/2017 | Culligan of Tucson                            | \$43.24      |
| 15675 | 02/09/2017 | Southwest Hazard Control Incorporated         | \$950.00    | 15752 | 02/14/2017 | Deluxe Business Forms                         | \$56.99      |
| 15676 | 02/09/2017 | Southwestern Border Sheriffs' Coalition       | \$200.00    | 15753 | 02/14/2017 | Geodesy                                       | \$9,000.00   |
| 15677 | 02/09/2017 | Sparkletts                                    | \$39.81     | 15754 | 02/14/2017 | Granite Construction Company                  | \$2,951.85   |
| 15678 | 02/09/2017 | St. David Domestic Water Improvement District | \$18.97     | 15755 | 02/14/2017 | Hatfield Funeral Home                         | \$640.00     |
| 15679 | 02/09/2017 | Stericycle Inc.                               | \$225.07    | 15756 | 02/14/2017 | Jensen's Sierra Vista Mortuary                | \$640.00     |
| 15680 | 02/09/2017 | Sullivan, Kristine                            | \$48.07     | 15757 | 02/14/2017 | Johnson, Gregory L.                           | \$183.05     |
| 15681 | 02/09/2017 | Sulphur Springs Valley Electric Coop, Inc.    | \$415.08    | 15758 | 02/14/2017 | JWS Web Design LLC                            | \$750.00     |
| 15682 | 02/09/2017 | SunEdison Services                            | \$5,619.24  | 15759 | 02/14/2017 | K12 Handhelds, Inc.                           | \$294.86     |
| 15683 | 02/09/2017 | Templeman, Douglas D                          | \$50.76     | 15760 | 02/14/2017 | Legal Transcription Services Plus             | \$220.00     |
| 15684 | 02/09/2017 | The Bisbee Observer LLC                       | \$169.28    | 15761 | 02/14/2017 | Long, Jerrod D. DDS                           | \$239.00     |
| 15685 | 02/09/2017 | Trinity Services Group, Inc.                  | \$51,730.95 | 15762 | 02/14/2017 | Maddux & Sons Inc                             | \$1,785.19   |
| 15686 | 02/09/2017 | Truck and Trailer Parts                       | \$127.92    | 15763 | 02/14/2017 | McGee, Joe                                    | \$150.00     |
| 15687 | 02/09/2017 | United Fire Equipment Co                      | \$10.00     | 15764 | 02/14/2017 | Medical Diagnostic Imaging Group              | \$297.81     |
| 15688 | 02/09/2017 | Valley Telephone Cooperative, Inc.            | \$589.60    | 15765 | 02/14/2017 | Merle's Automotive Supply, Inc.               | \$307.85     |
| 15689 | 02/09/2017 | Verizon Wireless                              | \$11,856.05 | 15766 | 02/14/2017 | Mindful Lactation LLC                         | \$190.00     |
| 15690 | 02/09/2017 | Vision Business Products                      | \$137.34    | 15767 | 02/14/2017 | Notary Bond Agency                            | \$55.00      |

|       |            |   |              |       |            |   |              |
|-------|------------|---|--------------|-------|------------|---|--------------|
| 15768 | 02/14/2017 | Office of Vital Records                       | \$4,165.00   | 15846 | 02/16/2017 | Sparkletts                                      | \$133.01     |
| 15769 | 02/14/2017 | OfficeMax North America Inc.                  | \$176.91     | 15847 | 02/16/2017 | Staples   | \$1,287.24   |
| 15770 | 02/14/2017 | Porta-Pot                                     | \$750.75     | 15848 | 02/16/2017 | State of Arizona                                | \$16,850.00  |
| 15771 | 02/14/2017 | Recorded Books, LLC                           | \$326.00     | 15849 | 02/16/2017 | Sulphur Springs Valley Electric Coop, Inc.      | \$6,035.04   |
| 15772 | 02/14/2017 | Rothrock Investigations, LLC                  | \$807.03     | 15850 | 02/16/2017 | Technical Resource Management, Inc.             | \$3,097.50   |
| 15773 | 02/14/2017 | Schlesinger, Aaron                            | \$25.50      | 15851 | 02/16/2017 | The SJ Anderson Company                         | \$343,746.00 |
| 15774 | 02/14/2017 | Sedillos, Lorna Gries                         | \$200.00     | 15852 | 02/16/2017 | Thomson West                                    | \$3,456.65   |
| 15775 | 02/14/2017 | Senergy Petroleum LLC                         | \$1,037.77   | 15853 | 02/16/2017 | Tucson Tallow Co., Inc.                         | \$375.00     |
| 15776 | 02/14/2017 | Snyder, Gregg Alan                            | \$540.00     | 15854 | 02/16/2017 | Valley Telephone Cooperative, Inc.              | \$35.62      |
| 15777 | 02/14/2017 | Solar City                                    | \$37.50      | 15855 | 02/16/2017 | VCA Apache Animal Hospital                      | \$16.09      |
| 15778 | 02/14/2017 | Stericycle Inc.                               | \$1,202.47   | 15856 | 02/16/2017 | Verizon Wireless                                | \$5,278.82   |
| 15779 | 02/14/2017 | Streitfeld, Stephen V. MD PC                  | \$500.00     | 15857 | 02/16/2017 | Watch Guard                                     | \$951.80     |
| 15780 | 02/14/2017 | Supplemental Health Care                      | \$486.00     | 15858 | 02/16/2017 | Waxie Sanitary Supply                           | \$4,082.55   |
| 15781 | 02/14/2017 | Tombstone Gold & Silver, Inc.                 | \$11,405.57  | 15859 | 02/16/2017 | Finch, Mike                                     | \$700.00     |
| 15782 | 02/14/2017 | UniFirst Corporation                          | \$1,800.81   | 15860 | 02/16/2017 | Bergquist, Richard                              | \$68.04      |
| 15783 | 02/14/2017 | Wells, Doris K.                               | \$507.50     | 15861 | 02/16/2017 | Borbon, Lissete                                 | \$29.97      |
| 15784 | 02/14/2017 | Westlawn Chapel & Mortuary                    | \$340.00     | 15862 | 02/16/2017 | Clay, Jacqueline Renee                          | \$148.18     |
| 15785 | 02/14/2017 | Wick Communications                           | \$18,679.70  | 15863 | 02/16/2017 | Cooper, Renee                                   | \$178.19     |
| 15786 | 02/14/2017 | Wick Communications                           | \$58.12      | 15864 | 02/16/2017 | Dodge, Abigail                                  | \$42.39      |
| 15787 | 02/14/2017 | WIST Office Products Co                       | \$248.57     | 15865 | 02/16/2017 | Edelman, Sanford                                | \$56.00      |
| 15788 | 02/14/2017 | ACE Hardware                                  | \$16.65      | 15866 | 02/16/2017 | Gierlach, Marian Baker                          | \$51.30      |
| 15789 | 02/14/2017 | Arizona Department of Environmental Quality   | \$5,000.00   | 15867 | 02/16/2017 | Jolly, Dean R                                   | \$266.76     |
| 15790 | 02/14/2017 | Cochise County Justice Court #5               | \$50.42      | 15868 | 02/16/2017 | Lueck, Mary Elizabeth                           | \$55.62      |
| 15791 | 02/14/2017 | Enriquez, Karen                               | \$100.00     | 15869 | 02/16/2017 | Morales, Julie                                  | \$59.40      |
| 15792 | 02/14/2017 | LeMon-Blanchard, Sue                          | \$9.78       | 15870 | 02/16/2017 | Pones, Rochelle                                 | \$103.68     |
| 15793 | 02/14/2017 | Lemon-Blanchard, Suzanne                      | \$2.00       | 15871 | 02/16/2017 | Ranacelli, Frances                              | \$44.00      |
| 15794 | 02/14/2017 | Liberty Tax Service                           | \$210.08     | 15872 | 02/16/2017 | Rivera, Martha                                  | \$44.00      |
| 15795 | 02/14/2017 | Owen, Lauri J                                 | \$15.30      | 15873 | 02/16/2017 | Stevens, David Wayne                            | \$119.88     |
| 15796 | 02/14/2017 | Sun Country Gems Jewelers                     | \$210.07     | 15874 | 02/16/2017 | Talbot, Kathleen                                | \$91.26      |
| 15797 | 02/15/2017 | Cochise County/Sheakley/National Bank         | \$8,672.77   | 15875 | 02/16/2017 | Teran, Mayela M                                 | \$27.22      |
| 15798 | 02/15/2017 | ECMC  | \$263.03     | 15876 | 02/16/2017 | AOC Corrections Officer Retire                  | \$20,072.50  |
| 15799 | 02/15/2017 | Licking County CSEA                           | \$178.61     | 15877 | 02/16/2017 | EODCRS  | \$9.20       |
| 15800 | 02/15/2017 | Midland Credit Management, Inc.               | \$83.76      | 15878 | 02/16/2017 | Nationwide Retirement Solutions                 | \$872.39     |
| 15801 | 02/15/2017 | NYS Child Support Processing Center           | \$32.00      | 15879 | 02/16/2017 | Public Safety Retirement Syst                   | \$145.95     |
| 15802 | 02/15/2017 | Pre-paid Legal Services, Inc. dba LegalShield | \$1,417.52   | 15880 | 02/16/2017 | Public Safety Retirement Syst                   | \$15,330.30  |
| 15803 | 02/15/2017 | Support Payment Clearinghouse                 | \$6,302.23   | 15881 | 02/16/2017 | Public Safety Retirement Syst                   | \$1,241.77   |
| 15804 | 02/15/2017 | U.S. Department of Education                  | \$300.70     | 15882 | 02/16/2017 | Public Safety Retirement Syst                   | \$1,025.84   |
| 15805 | 02/15/2017 | AZ Dept of Admin-Risk Managemt                | \$5,172.96   | 15883 | 02/16/2017 | Public Safety Retirement Syst                   | \$643.89     |
| 15806 | 02/16/2017 | Arizona Chapter National Safety Council       | \$80.00      | 15884 | 02/21/2017 | Amazon.com LLC                                  | \$112.93     |
| 15807 | 02/16/2017 | Arizona Police Psychology, PLLC               | \$650.00     | 15885 | 02/21/2017 | Arizona Department of Corrections               | \$304.94     |
| 15808 | 02/16/2017 | Arizona Public Service - APS                  | \$377.63     | 15886 | 02/21/2017 | AZ Department of Corrections ASPC-Tucson        | \$67.50      |
| 15809 | 02/16/2017 | Arizona State Land Department                 | \$109.39     | 15887 | 02/21/2017 | Arizona Justice of the Peace Association        | \$100.00     |
| 15810 | 02/16/2017 | Arizona State Prison Complex                  | \$1,271.57   | 15888 | 02/21/2017 | Arizona Water Company                           | \$7,529.70   |
| 15811 | 02/16/2017 | Arizona Water Company                         | \$76.47      | 15889 | 02/21/2017 | Audio Editions                                  | \$255.92     |
| 15812 | 02/16/2017 | Athens Technical Specialists, Inc.            | \$20,407.16  | 15890 | 02/21/2017 | Aztec Flooring                                  | \$11,962.00  |
| 15813 | 02/16/2017 | August, Kimberly Ann                          | \$200.00     | 15891 | 02/21/2017 | Baker & Taylor, Inc.                            | \$1,504.73   |
| 15814 | 02/16/2017 | AVTRANZ                                       | \$853.00     | 15892 | 02/21/2017 | Beacon Secure                                   | \$405.00     |
| 15815 | 02/16/2017 | B&S Supply Co, Inc                            | \$3,088.21   | 15893 | 02/21/2017 | Bisbee Napa                                     | \$1,031.20   |
| 15816 | 02/16/2017 | Banning Creek Enterprises, LLC                | \$7,392.00   | 15894 | 02/21/2017 | Blackstone Audio, Inc.                          | \$141.00     |
| 15817 | 02/16/2017 | Benson Police Department                      | \$776.00     | 15895 | 02/21/2017 | Cameron Udall Attorney At Law                   | \$1,600.00   |
| 15818 | 02/16/2017 | Bisbee, City of                               | \$8,077.72   | 15896 | 02/21/2017 | Canyon Vista Medical Center                     | \$14,400.00  |
| 15819 | 02/16/2017 | Bug-Wiser Exterminating, Inc.                 | \$180.00     | 15897 | 02/21/2017 | Cengage Learning, Inc.                          | \$84.77      |
| 15820 | 02/16/2017 | Cable One                                     | \$113.58     | 15898 | 02/21/2017 | Center for Disease Detection, LLC               | \$226.00     |
| 15821 | 02/16/2017 | Cable One                                     | \$110.50     | 15899 | 02/21/2017 | Cochise County Justice Court #3                 | \$29.92      |
| 15822 | 02/16/2017 | Catholic Comm Services Southern Arizona, Inc. | \$463.00     | 15900 | 02/21/2017 | Coordinated Consulting Services, LLC            | \$15,000.00  |
| 15823 | 02/16/2017 | CenturyLink                                   | \$2,527.49   | 15901 | 02/21/2017 | Copper Queen Community Hospital                 | \$70.00      |
| 15824 | 02/16/2017 | CenturyLink                                   | \$3,813.32   | 15902 | 02/21/2017 | DeGrazia Law Office                             | \$35.00      |
| 15825 | 02/16/2017 | Cochise County Farmers Association            | \$1,073.73   | 15903 | 02/21/2017 | Emily Danies Attorney at Law LLC                | \$750.00     |
| 15826 | 02/16/2017 | Cochise Private Industry Council, Inc.        | \$103,627.00 | 15904 | 02/21/2017 | Empire Southwest LLC                            | \$12,749.25  |
| 15827 | 02/16/2017 | DataBank IMX LLC                              | \$80.36      | 15905 | 02/21/2017 | Fitness Equipment Source, Inc.                  | \$2,456.84   |
| 15828 | 02/16/2017 | Granite Construction Company                  | \$2,066.11   | 15906 | 02/21/2017 | Flores, Juan P                                  | \$3,166.40   |
| 15829 | 02/16/2017 | Gulliver, Victor                              | \$120.00     | 15907 | 02/21/2017 | George Medina - George's Upholstery             | \$65.34      |
| 15830 | 02/16/2017 | Kennedy Kleaning Supplies, Inc.               | \$1,457.03   | 15908 | 02/21/2017 | Griffith, David B. Esq.                         | \$8,765.00   |
| 15831 | 02/16/2017 | Language Line Services, Inc.                  | \$45.40      | 15909 | 02/21/2017 | Hart, Jay Alan                                  | \$70.00      |
| 15832 | 02/16/2017 | LexisNexis Risk Data Management, Inc.         | \$54.80      | 15910 | 02/21/2017 | John William Lovell, PC                         | \$4,890.00   |
| 15833 | 02/16/2017 | Luse, Lorie A.                                | \$100.00     | 15911 | 02/21/2017 | Law Office of Daniel DeRienzo PLLC              | \$692.50     |
| 15834 | 02/16/2017 | Maddux & Sons Inc                             | \$4,735.84   | 15912 | 02/21/2017 | Law Office of Danielle Wright                   | \$2,095.00   |
| 15835 | 02/16/2017 | Marshall & Swift/Boeckh, LLC                  | \$1,282.75   | 15913 | 02/21/2017 | Law Office of Joan M Sacramento                 | \$3,600.00   |
| 15836 | 02/16/2017 | Murray, Gary Brian                            | \$100.00     | 15914 | 02/21/2017 | Law Office of Sarah Michele Martin              | \$5,300.00   |
| 15837 | 02/16/2017 | Nyander, Penny Sue                            | \$1,719.20   | 15915 | 02/21/2017 | Law Offices of Bourrie & Swartz                 | \$1,755.40   |
| 15838 | 02/16/2017 | Peterson, Michael D.                          | \$139.32     | 15916 | 02/21/2017 | Law Offices of Harriette P Levitt, PLLC         | \$465.00     |
| 15839 | 02/16/2017 | PrevenTronics                                 | \$458.10     | 15917 | 02/21/2017 | Lowell A. Jensen, PLC                           | \$1,700.00   |
| 15840 | 02/16/2017 | Prudential Overall Supply                     | \$39.46      | 15918 | 02/21/2017 | Manch Law Firm PLLC                             | \$2,779.40   |
| 15841 | 02/16/2017 | Roberts, Jack R.                              | \$100.00     | 15919 | 02/21/2017 | McGowan, Mark J.                                | \$4,100.00   |
| 15842 | 02/16/2017 | Schlesinger, Aaron                            | \$235.50     | 15920 | 02/21/2017 | Merle's Automotive Supply, Inc.                 | \$16.12      |
| 15843 | 02/16/2017 | Sierra Vista Chamber of Commerce              | \$75.00      | 15921 | 02/21/2017 | Neuropsychological Assessment & Consulting, PLC | \$2,800.00   |
| 15844 | 02/16/2017 | SourceHOV                                     | \$874.13     |       |            |   |              |
| 15845 | 02/16/2017 | Southwest Gas Corporation                     | \$14,721.94  | 15922 | 02/21/2017 | Nina L. Caples, P.C.                            | \$1,686.58   |

|       |            |  |             |
|-------|------------|--|-------------|
| 15923 | 02/21/2017 | OCLC Online Computer Library Center, Inc.      | \$436.95    |
| 15924 | 02/21/2017 | OfficeMax North America Inc.                   | \$25.84     |
| 15925 | 02/21/2017 | Prudential Overall Supply                      | \$179.61    |
| 15926 | 02/21/2017 | Purcell's Western State Tire Company           | \$497.26    |
| 15927 | 02/21/2017 | Recorded Books, LLC                            | \$526.37    |
| 15928 | 02/21/2017 | Richardsons Remembrance Center                 | \$2,265.00  |
| 15929 | 02/21/2017 | Robert J. Zohlmann, Esq.                       | \$2,515.00  |
| 15930 | 02/21/2017 | RWC International, LTD                         | \$17,433.83 |
| 15931 | 02/21/2017 | Schlievert, Scott W.                           | \$1,200.00  |
| 15932 | 02/21/2017 | Senergy Petroleum LLC                          | \$34,183.82 |
| 15933 | 02/21/2017 | Sierra Vista NAPA                              | \$499.88    |
| 15934 | 02/21/2017 | Southwest Disposal LC                          | \$100.01    |
| 15935 | 02/21/2017 | Southwestern Eye Center, Ltd                   | \$138.50    |
| 15936 | 02/21/2017 | Sparkletts                                     | \$11.45     |
| 15937 | 02/21/2017 | Sulphur Springs Valley Electric Coop, Inc.     | \$1,051.79  |
| 15938 | 02/21/2017 | The Law Office of Christopher W. Caine         | \$3,600.00  |
| 15939 | 02/21/2017 | The Law Offices of Tiffany Huffman Spiers      | \$6,315.00  |
| 15940 | 02/21/2017 | Thorn Law Office                               | \$4,900.40  |
| 15941 | 02/21/2017 | Udall Law Firm, LLP                            | \$180.00    |
| 15942 | 02/21/2017 | ULINE, Inc.                                    | \$61.63     |
| 15943 | 02/21/2017 | UniFirst Corporation                           | \$519.75    |
| 15944 | 02/21/2017 | United Fire Equipment Co                       | \$10.00     |
| 15945 | 02/21/2017 | Valley Telephone Cooperative, Inc.             | \$194.04    |
| 15946 | 02/21/2017 | West Elsberry Longenbaugh &<br>Zickerman, PLLC | \$1,693.65  |
| 15947 | 02/21/2017 | Westlawn Chapel & Mortuary                     | \$650.00    |
| 15948 | 02/21/2017 | Willcox Auto Parts Inc.                        | \$893.22    |
| 15949 | 02/21/2017 | Graves, Sarah C                                | \$24.35     |
| 15950 | 02/21/2017 | Mortensen, Cynthia                             | \$42.01     |
| 15951 | 02/21/2017 | Scott, Joseph                                  | \$50.00     |

**Regular Board of Supervisors Meeting**

**Board of Supervisors**

**Meeting Date:** 03/14/2017

Acceptance of Parcel from John N. Hutchison and Diane D. Hutchison as a donation to the County

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

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

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

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

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve acceptance of Quit Claim Deed from John N. and Diane D. Hutchison (Grantors) to Cochise County for real property described as "All of Lots 37 and 438, SUN SITES RANCHES Unit No. 4, according to the map recorded in Book 5 of Maps and Plats, Page 102, records of Cochise County Arizona" as recommended by the Highway & Floodplain Division and the County Attorney's Office.

**Background:**

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

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

The County will not acquire the parcel.

**To BOS Staff: Document Disposition/Follow-Up:**

Record Quit Claim Deed

**Attachments**

Original Deed

Tax Inquiry

Map

Quit Claim Deed

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# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That HORIZON CORPORATION, a Corporation, for and in consideration of the sum of TEN DOLLARS, and other valuable consideration, the receipt whereof is hereby acknowledged, does by these presents Grant, Sell and Convey unto:

JOHN N. HUTCHISON and DIANE D. HUTCHISON, husband and wife, not as tenants in common, and not as a community property estate, but as joint tenants with right of survivorship

the following described property, to-wit:

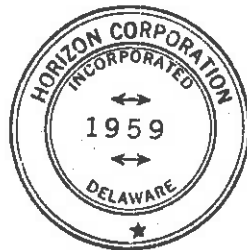
All of Lots 437 and 438 in Block of SUN SITES RANCHES Unit No. 4, a subdivision of Cochise County, Arizona, according to the map thereof recorded in the Office of the Recorder of Cochise County, Arizona, including any gas, oil or mineral rights now owned by GRANTOR; SUBJECT to taxes for the current year and thereafter, easements, restrictions and reservations and patent reservations of record in the Office of said recorder.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns forever; and said corporation does hereby bind itself, its successors and assigns, to Warranty and forever Defend, all and singular, the said premises unto the said GRANTEE, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

In testimony whereof, said corporation has caused these presents to be executed by its Assistant Secretary, and its corporate seal to be hereto affixed, this 8 day of July 1977.

HORIZON CORPORATION, a Delaware Corporation

By Delores C. Butterfield Assistant Secretary



STATE OF ARIZONA, COUNTY OF PIMA, ss.

Before me, the undersigned authority, on this day personally appeared Delores C. Butterfield, Assistant Secretary of HORIZON CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of said corporation, as Assistant Secretary thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 8 day of July 1977.

my commission expires: Oct. 11, 1977

Lothar M. Pletcher Notary Public

The above deed is accepted and approved by the Grantees, it being their intention to acquire said property as joint tenants with the right of survivorship, and not as community property and not as tenants in common.

STATE OF Mass. ) ss. COUNTY OF Worcester

Dated this 20 day of July 1977

my commission expires: 5/24/79

X John N. Hutchison Grantee  
X Diane D. Hutchison Grantee  
DIANE D. HUTCHISON

This instrument was acknowledged before me this 20 day of July 1977, by JOHN N. HUTCHISON and DIANE D. HUTCHISON, husband and wife.

J. W. [Signature] Notary Public (Seal)



STATE OF ARIZONA ) ss. COUNTY OF COCHISE CHRISTINE RHODES COUNTY RECORDER

J. Waughey

721-14955 pr I hereby certify that this instrument was filed and recorded at request of: John N. Hutchison \$4.00 Fee DRAFT DATE JUL 28 '77 - 2 00 PM DOCKET PAGE 386 No. 15899

INQUIRY  
Cashier: MRO

COCHISE COUNTY TAX INQUIRY

TXPyInqRG

Parcel: 401 37 437 00 0 Yr: 2016 Roll#: 00-95477  
Legal Desc: SUN SITES RANCHES UNIT #4 LOT 437 09-07 Area: 1200  
Sec Code: 9L8K75

Name 1 : HUTCHISON JOHN N & DIANE D  
Name 2 :  
Name 3 :  
C/O Name :  
Address : 27 CARRIAGE LANE  
City,St,Zip: WESTFIELD MA 01085

|           | Taxes Remaining | Fees Pd    | Int Pd     | Pen Pd     | Taxes Paid   |
|-----------|-----------------|------------|------------|------------|--------------|
| 1st Half: | <u>.00</u>      | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>15.92</u> |
| 2nd Half: | <u>.00</u>      | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u>   |

1st Half Paid By: HUTCHISON JOHN Date Pd: 10.31.2016 MPI  
2nd Half Paid By: Date Pd:  
1st Half Int Due: .00 1st Half Pen Due: .00  
2nd Half Int Due: .00 2nd Half Pen Due: .00

Option: P H F5-Legal Desc F10-Roll Info F3-Return F12-Step back

INQUIRY  
Cashier: MRO

COCHISE COUNTY TAX INQUIRY

TXPyInqRG

Parcel: 401 37 438 00 3 Yr: 2016 Roll#: 00-95478  
Legal Desc: SUN SITES RANCHES UNIT #4 LOT 438 09-07 Area: 1200  
Sec Code: MN8L76

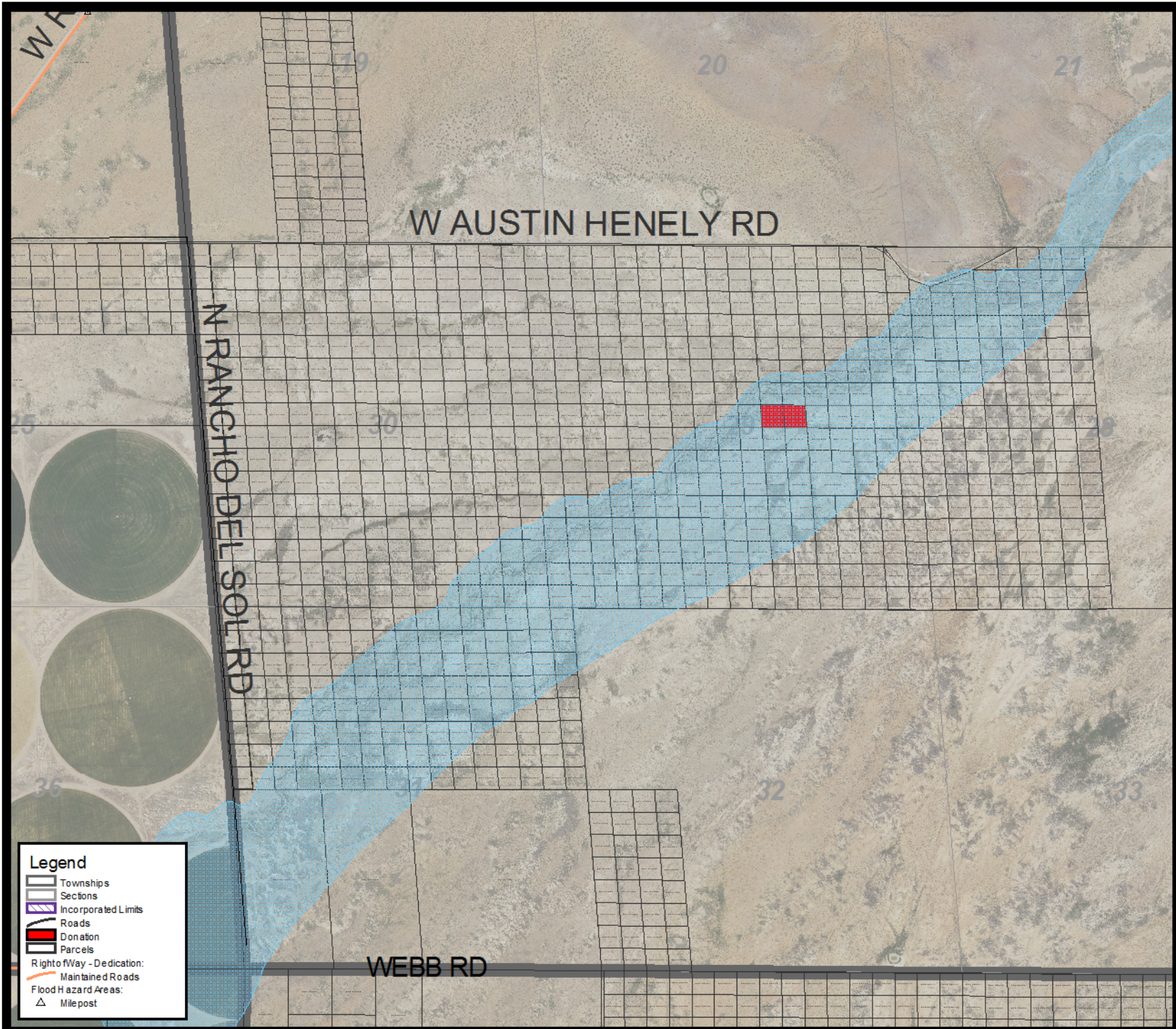
Name 1 : HUTCHISON JOHN N & DIANE D  
Name 2 :  
Name 3 :  
C/O Name :  
Address : 27 CARRIAGE LANE  
City,St,Zip: WESTFIELD MA 01085

|           | Taxes Remaining | Fees Pd    | Int Pd     | Pen Pd     | Taxes Paid   |
|-----------|-----------------|------------|------------|------------|--------------|
| 1st Half: | <u>.00</u>      | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>15.92</u> |
| 2nd Half: | <u>.00</u>      | <u>.00</u> | <u>.00</u> | <u>.00</u> | <u>.00</u>   |

1st Half Paid By: HUTCHISON JOHN Date Pd: 10.31.2016 MPI  
2nd Half Paid By: Date Pd:  
1st Half Int Due: .00 1st Half Pen Due: .00  
2nd Half Int Due: .00 2nd Half Pen Due: .00

Option: \_  
P H F5-Legal Desc F10-Roll Info

F3-Return  
F12-Step back



Donation Request  
 PCLS 401-37-437/438  
 5.02AC

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





Community Development

Regular Board of Supervisors Meeting

Meeting Date: 03/14/2017

Contract IFB 13-41-HFP-04 Increase for Culvert Cleaning

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation: No A/V Presentation Recommendation: Approve

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

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 an increase in Contract No. IFB 13-41-HFP-04 with Banning Creek Enterprises, LLC for culvert cleaning in the not to exceed amount from \$250,000 to 300,000.

Background:

This increase will allow the Highway and Floodplain Division to complete culvert cleaning projects that are currently in progress and are scheduled to be completed in this fiscal year.

Department's Next Steps (if approved):

Increase current blanket purchase order, continue with culvert cleaning schedule.

Impact of NOT Approving/Alternatives:

Scheduled culvert cleaning will be postponed until FY 17/18.

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

Fiscal Impact & Funding Sources (if known):

These projects were budgeted in the Community Development, Highway and Floodplain Division annual FY 16/17 work plan fund line 261-4110-9 429.900.

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**Attachments**

*No file(s) attached.*

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Community Development

Regular Board of Supervisors Meeting

Meeting Date: 03/14/2017

Contract IFB 16-43-HFP-04 Increase for Guardrail Repair and Replacement

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation: No A/V Presentation Recommendation: Approve

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

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 an increase in Contract No. IFB 16-43-HFP-04 with Brown and White, Inc. for guardrail repair and replacement in the not to exceed amount from \$290,000 to \$340,000.

Background:

This increase will allow the Highway and Floodplain Division to complete guardrail repair and replacement projects that are currently in progress and are scheduled to be completed in this fiscal year.

Department's Next Steps (if approved):

Increase current blanket purchase order, continue with guardrail repair and replacement schedule.

Impact of NOT Approving/Alternatives:

Scheduled guardrail repairs and replacement will be postponed until FY 17/18.

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

Fiscal Impact & Funding Sources (if known):

These projects were budgeted in the Community Development, Highway and Floodplain Division annual FY 16/17 work plan fund line 251-4010-9-421.900.

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**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

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 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.

**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:**

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

Grant-in-Aid Agreement with Addendum

---

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: 2-22-17

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 reversion 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  
the Cochise County**

THIS GRANT-IN-AID AGREEMENT ("Grant") is entered into as of the 24th day of January, 2017, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), and the Cochise County, a political subdivision of the State of Arizona.

**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 to enter into this 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, no later than July 29, 2017, the 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 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:

**8.**

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

and

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

If to Cochise County:

Kenny Reeves  
Administrative Manager, Cochise County Attorney  
P.O. Drawer CA  
150 Quality Hill Road  
Bisbee, Arizona 85603  
Email: Kreeves@cochise.az.gov  
Phone: 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.

**9. 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.

**10. Entire Grant, Waivers and Amendments.** This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. 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.

**11. 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.

**12. 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.

**13. 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

COCHISE COUNTY

\_\_\_\_\_  
Edward D. Manuel, Chairman  
Tohono O'odham Nation

\_\_\_\_\_  
Ann English, Chair:  
Cochise County Board of Supervisors

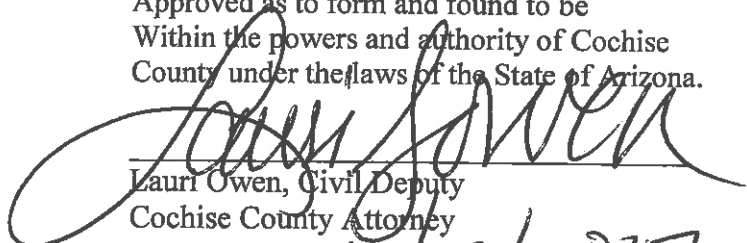
Dated \_\_\_\_\_

Dated \_\_\_\_\_

Attest:  
Approved as to form:

Approved as to form and found to be  
Within the powers and authority of Cochise  
County under the laws of the State of Arizona.

\_\_\_\_\_  
Laura Berglan, Acting Attorney General  
Tohono O'odham Nation

  
\_\_\_\_\_  
Lauri Owen, Civil Deputy  
Cochise County Attorney

Dated \_\_\_\_\_

Dated 2/23/2017

\_\_\_\_\_  
Arlethe Rios, Clerk of the Board  
Cochise County Board of Supervisors

Dated \_\_\_\_\_

**EXHIBIT "A"**

| <b><u>Program</u></b>   | <b><u>Contribution</u></b> |
|---|----------------------------|
| Spillman Technologies Prosecution<br>Software and onsite training | \$17924.00                 |
| <b>TOTAL</b>  | <u>\$17,924.00</u>         |

**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:

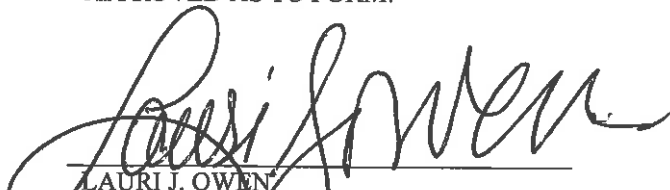
1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
2. **CONFLICT OF INTEREST:** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **NO BOYCOTT OF ISRAEL.** If applicable, 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. Also if applicable, the parties agree to comply 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, if applicable.
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, if applicable.
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.

Signed this 24<sup>th</sup> day of January, 2017:

\_\_\_\_\_  
ANN ENGLISH  
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:

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ARLETHE RIOS  
CLERK OF THE COCHISE COUNTY  
BOARD

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

Fasanella Purchase

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

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

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

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

**Docket Number (If applicable):**

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

---

**Information**

**Agenda Item Text:**

Adopt Resolution 17-03 authorizing the acquisition of property for additional parking at the Benson Service Center.

**Background:**

To provide additional parking for the County’s Benson Regional Service Center, by a unanimous vote at a regularly scheduled meeting on October 11, 2016, the Cochise County Board of Supervisors approved the purchase of property from FAS Benson LLC located at 117 W. 5 th St., Benson, Arizona, Parcel #123-23-266A. To consummate the purchase, the title company requires a Resolution of the Board of Supervisors.

**Department's Next Steps (if approved):**

Email signed resolution to Britt; send one original to Britt interoffice; and send one original to the Recorder's Office for recording purposes.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

n/a

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**Attachments**

Resolution

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**RESOLUTION 17-\_\_**

**AUTHORIZING THE ACQUISITION OF PROPERTY FOR  
ADDITIONAL PARKING AT THE BENSON SERVICE CENTER**

**WHEREAS**, to provide additional parking for the County's Benson Regional Service Center, by a unanimous vote at a regularly scheduled meeting on October 11, 2016, the Cochise County Board of Supervisors approved the purchase of property from FAS Benson LLC located at 117 W. 5<sup>th</sup> St., Benson, Arizona, Parcel #123-23-266A, the legal description of which is:

Lots 19 and 20, Block 28, of the TOWN OF BENSON,  
according to Book 1 of Plats, page 130, records of Cochise  
County, Arizona.

**WHEREAS**, to consummate the purchase, the title company requires a Resolution of the Board of Supervisors,

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves the purchase of the aforesaid property and authorizes its Chair, Ann English, or the Chief Civil Deputy County Attorney, Britt Hanson, to execute and deliver, in the name of Cochise County, any and all instruments necessary to properly consummate the purchase.

**ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 14<sup>th</sup> day of March, 2017.

---

Ann English, Chair  
Cochise County Board of Supervisors

**ATTEST:**

---

Arlethe Rios, Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Britt W. Hanson, Chief Civil  
Deputy County Attorney

**Regular Board of Supervisors Meeting****Elections and Special Districts****Meeting Date:** 03/14/2017

Approve Appointment of Democratic Precinct Committee Members

**Submitted By:** Martha Rodriguez, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature # of ORIGINALS 0  
NOT Required Submitted for Signature:**NAME of PRESENTER:** N/A **TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. §16-821**Information****Agenda Item Text:**

Approve the appointment as precinct committee persons for the Democratic Party upon the recommendation of the Party Chair, Debbie Hickman: Precinct 08 Cochise Stronghold - David B. Pinar; Precinct 26 SV Avenida Del Sol - Bryan S. Reid III and Joyce Ann Carpenter.

**Background:**

Requested by Cochise Democratic Party Chair and verified as eligible by Cochise County Elections Department (see attached forms).

**Department's Next Steps (if approved):**

Elections Department will prepare letter to approved Precinct committee Person w/copy to Party Chair, Debbie Hickman. Create a file for approved Precinct Committee Person and update list/post on website.

**Impact of NOT Approving/Alternatives:**

Vacancies will exist in these positions.

**To BOS Staff: Document Disposition/Follow-Up:**

BOS staff to notify Elections of outcome of BOS decision on this item.

**Attachments**PC Approvals

**Rodriguez, Martha L**

---

**From:** Cochise Democrats [cochisecodems@gmail.com]  
**Sent:** Tuesday, February 21, 2017 6:42 PM  
**To:** English, Ann S; Rodriguez, Martha L  
**Cc:** Debbie Hickman; Mary Frances Clinton (clintonx@theriver.com)  
**Subject:** Cochise County Democratic Committee Nominations for Precinct Committee (3 each)  
**Attachments:** voter registration Bryan S Reid III.jpg

RECEIVED  
2017 FEB 22 P 4: 28

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

COCHISE COUNTY  
ELECTIONS AND  
SPECIAL DISTRICTS

Cochise County Democratic Committee  
P.O. Box 3233  
Sierra Vista, AZ 85636  
February 21, 2017

Cochise County Board of Supervisors and Elections Office  
1415 Melody Lane, Building G  
Bisbee, AZ, 85603

Dear Supervisor Ann English and Interim Elections Director Martha Rodriguez,

Request you appoint the following qualified register Democrats to become Precinct Committee Members with the Cochise County Democratic Committee, at your earliest convenience.

| <u>Last Name</u> | <u>First Name</u> | <u>Precinct</u>    | <u>Address</u>                      |
|------------------|-------------------|--------------------|-------------------------------------|
| Reid III*        | Bryan S.          | SV Avenida del Sol | 347 S. Sky Ranch, SV 85635 ✓        |
| Carpenter        | Joyce             | SV Avenida del Sol | 5200 Cedar Springs Dr, SV 85635 ✓   |
| Pinar            | David             | Cochise Stronghold | 168 E Taylor Ln, Cochise AZ 85606 ✓ |

Note: Mr. Reid recently re-registered with the Democratic Party. A copy of verification is attached.

Respectfully,

/s/

Debbie Hickman  
Chair, Cochise County Democratic Committee 2017-2018  
(520) 678-0481  
Email: [cochisecodems@gmail.com](mailto:cochisecodems@gmail.com)

Attachment: EZ Voter Registration Receipt for Bryan S. Reid III



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: David B Pinar

ADDRESS: 168 E Taylor Ln

Cochise AZ 85606

PARTY: Dem

PRECINCT: 08 Cochise Stronghold

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 3

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: ~~0~~

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 2/23/2017

BY: Martha S. Rodriguez



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Bryan S. Reid III

ADDRESS: 347 S. Sky Ranch

Sierra Vista AZ 85635-8323

PARTY: Dem

PRECINCT: 26 SV Avenida Del Sol

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 2/23/2017

BY: Martha R. Rodriguez



**PRECINCT COMMITTEEPERSON VERIFICATION FORM**

NAME: Joyce Ann Carpenter

ADDRESS: 5200 Cedar Springs Dr.

Sierra Vista AZ 85635

PARTY: Dem

PRECINCT: 26 SV Avenida Del Sol

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 2/23/2017

BY: Martha S. Rodriguez

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

Demands

**Submitted By:** Melissa Belasco, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

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

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017  
Public Health Emergency Preparedness Program  
**Submitted By:** Briggita Hodges, Health & Social Services  
**Department:** Health & Social Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 1  
**TITLE of PRESENTER:** Emergency Manager  
**Source of Mandate or Basis for Support?:**

**NAME of PRESENTER:** Norm Sturm  
**Mandated Function?:** Not Mandated

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

---

**Information**

**Agenda Item Text:**

Approve the Arizona Department of Health Services IGA Amendment #2, Agreement # ADHS17-133164 for the Public Health Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the additional amount of \$16,610.12.

**Background:**

The effect of this second amendment is to reinstate the 7% funding cut from 7/1/16 and this increase must also be spent by 6/30/17. This agreement will expire on June 30, 2017.

This funding will be added to the existing PHEP budget for fiscal year 2016-2017 with no change to the deliverables or scope of work.

**Department's Next Steps (if approved):**

Your approval is respectfully requested.

**Impact of NOT Approving/Alternatives:**

The PHEP program will not be able to collect the 7% originally cut from the 2016-2017 budget.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

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**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** 16610.12  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1: 3353

**Fund Transfers**

**Fiscal Year:** 2017

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

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

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

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 16610.12

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

N/A – No incremental salaries will be paid, so there is no increase in net county subsidy.

Executive Summary  
Grant Approval Form  
Purchase Order

---

Executive Summary Form

**Agenda Number: HLT-- 3353**

**Recommendation:**

Approve the Arizona Department of Health Services IGA Amendment #2, Agreement # ADHS17-133164 for the Public Health Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the additional amount of \$16,610.12.

**Background:**

The effect of this second amendment is to reinstate the 7% funding cut from 7/1/16 and this increase must also be spent by 6/30/17. This agreement will expire on June 30, 2017.

This funding will be added to the existing PHEP budget for fiscal year 2016-2017 with no change to the deliverables or scope of work.

**Fiscal Impact & Funding Sources:**

N/A – No incremental salaries will be paid, so there is no increase in net county subsidy.

**Next Steps/Action Items/Follow-up:**

Your approval is respectfully requested.

**Impact of Not Approving:**

The PHEP program will not be able to collect the 7% originally cut from the 2016-2017 budget.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://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.**



# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **2**

Procurement Officer:  
**Russell Coplen**

## Emergency Preparedness Program

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

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Price Sheet is revised to include the Price Sheet of this Amendment Two (2).

**All other provisions shall remain in their entirety.**

|   |       |  |  |
|---|-------|--|--|
| Cochise County  |       | <b>CONTRACTOR SIGNATURE</b>  |  |
| Contractor Name   |       | Contractor Authorized Signature  |  |
| 1415 West Melody Lane Building A  |       | Printed Name   |  |
| Address   |       | Title  |  |
| Bisbee  | AZ    | 85603  |  |
| City  | State | Zip  |  |
| <b>CONTRACTOR ATTORNEY SIGNATURE</b>  |       | This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. |  |
| Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.   |       | <b>State of Arizona</b>  |  |
| Signature _____ Date _____  |       | Signed this _____ day of _____ 2017  |  |
| Printed Name _____  |       | Procurement Officer _____  |  |
| Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. |       |  |  |
| Signature _____ Date _____  |       |  |  |
| Assistant Attorney General  |       |  |  |
| Printed Name: _____   |       |  |  |



## INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **2**

Procurement Officer:  
**Russell Coplen**

2. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, The following terms are added to the Special Terms and Conditions of this Amendment Two (2).

**21. Contracting; Procurement; Investment; Prohibitions**

- 21.1 A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2 A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.



## INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **2**

Procurement Officer:  
**Russell Coplen**

### PRICE SHEET

**PHEP Refresh Seven (7) Percent Funding Reinstated**  
July 1, 2016 through June 30, 2017

#### Cost Reimbursement

| Description  | Quantity | Unit Rate   | Total Cost         |
|--|----------|-------------|--------------------|
| Additional funds to enhance current PHEP activities. | 1        | \$16,610.12 | \$16,610.12        |
| <b>TOTAL</b>   |          |             | <b>\$16,610.12</b> |

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND COCHISE COUNTY FOR MEDICAL EXAMINER SERVICES

**Submitted By:** Briggita Hodges, Health & Social Services

**Department:** Health & Social Services

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Recommendation:** Approve

**# of ORIGINALS Submitted for Signature:** 1

**NAME of PRESENTER:** Ray Falkenberg

**TITLE of PRESENTER:** Deputy Director

**Mandated Function?:** Federal or State Mandate

**Source of Mandate or Basis for Support?:** ARS 11-592

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) between Pima County and Cochise County for Medical Examiner Services for the period of May 22, 2017 through June 30, 2017 in the amount of \$87,500 per quarter and does not include non-autopsy and non-examination services.

**Background:**

For the last five years, the Pima County Office of the Medical Examiner has managed medical examiner duties for Cochise County under a fixed-price contract of \$350,000 per year, paid quarterly in advance. The arrangement has functioned quite well, with all community partners (funeral homes and law enforcement agencies) working together. Moreover, the Pima County OME is a large and respected professional organization.

Payment and service terms in the new contract will continue as in the current contract.

**Department's Next Steps (if approved):**

Your approvals are respectfully requested.

**Impact of NOT Approving/Alternatives:**

Cochise County would need to contract with another entity or person to provide medical examiner services.

**To BOS Staff: Document Disposition/Follow-Up:**

N/a

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**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:** 350000

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1: 3356

**Fund Transfers**

**Fiscal Year:** 2017

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

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

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

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 350000

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

General fund payments of \$350,000 annually.

---

**Attachments**

[Executive Summary](#)

[Final Agreement](#)

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## Executive Summary Form

### Agenda Number: HLT

**Recommendation:**

Approve a second five-year IGA between Pima County and Cochise County for Medical Examiner Services. The contract will commence on 5/22/17 and terminate on 6/30/22.

**Background (Brief):** For the last five years, the Pima County Office of the Medical Examiner has managed medical examiner duties for Cochise County under a fixed-price contract of \$350,000 per year, paid quarterly in advance. The arrangement has functioned quite well, with all community partners (funeral homes and law enforcement agencies) working together. Moreover, the Pima County OME is large and respected professional organization.

Payment and service terms in the new contract will continue as in the current contract.

**Fiscal Impact & Funding Sources:**

General fund payments of \$350,000 annually.

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

**Impact of Not Approving:** Cochise County would need to contract with another entity or person to provide medical examiner services.

# INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND COCHISE COUNTY FOR MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement (“Agreement”) is entered into pursuant to A.R.S. §11-952 by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and Cochise County, a body politic and corporate of the State of Arizona (“Cochise”).

## Recitals

WHEREAS, County and Cochise may contract for services and enter into agreements with one another for joint or cooperative action pursuant to Arizona Revised Statutes §11-951, et. seq.; and

WHEREAS, County is authorized by Arizona Revised Statute §11-592 to appoint and has appointed a qualified person to the position of Medical Examiner; and

WHEREAS, Cochise is authorized by Arizona Revised Statutes §11-592 and has determined that appointment of a full-time Cochise Medical Examiner is not practical and desires to establish a list of licensed physicians who will be available to perform the duties required of a county Medical Examiner; and

WHEREAS, County and Cochise desire to enter into an agreement whereby the County will provide county Medical Examiner services for and on behalf of Cochise.

NOW THEREFORE, County and Cochise, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

## Agreement

**Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of Medical Examiner services by County to Cochise, and to address legal and administrative matters among the parties.

### Definitions.

**AUTOPSY** – means the postmortem examination of a body, including the internal organs and tissues, to determine the cause of death or pathological changes and conditions.

**EXTERNAL EXAMINATION** – means the postmortem examination which excludes the internal examination where cause and manner of death may be reasonably ascertained without the direct inspection of internal organs.

**BOARD CERTIFIED PATHOLOGIST** – means a board certified, or board eligible, physician who is a specialist in diagnosing the abnormal changes in organs and tissues removed during postmortem examinations.

## **Term.**

- a) This Agreement shall commence on [July 1, 2017] and shall terminate on [June 30, 2022].
- b) Either party may terminate this Agreement, without cause, upon 30 days advance written notice.

## **Scope**

County will:

Provide those services customarily provided by the County Medical Examiner pursuant to A.R.S. Title 11, Chapter 3, Article 12 on behalf of Cochise;

Except for services provided by residents training under the supervision of County's staff forensic pathologists, assure that physicians performing under this Agreement are Board Certified Forensic Pathologist(s) and licensed to practice in the State of Arizona; Fully comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and regulatory authorities relating to the licensure and regulation of physicians;

Provide 24-hour staff availability for consultation with Cochise County's designated personnel;

Perform autopsies in a timely fashion;

Provide forensic pathologist or otherwise qualified staff to testify in court whether as an expert or fact witness;

Perform forensic and non-forensic autopsies. Some or all of the following service tasks may be performed, based upon the Pima County Medical Examiner's determination of need for each case:

Prepare body for autopsy.

Take photographs of decedent.

Take fingerprints of the decedent.

Take x-rays of decedent, if necessary.

Prepare documents required for court testimony.

Collect evidence, if necessary.

Obtain specimens for possible toxicology testing

Provide a complete and detailed autopsy report for each individual case.

Maintain secure records containing the appropriate professional and supportive information and documentation pertaining to individual cases. Each case may contain the following information:

(a) Law Enforcement agency preliminary report;

(b) Law Enforcement initial report of case;

(c) Any autopsy or examination report;

(d) Histological evidence;

(e) Slides and/or photographs of the decedent if any;

(f) Fingerprints of the decedent;

(g) X-rays of the decedent, if any;

(h) Past medical history of decedent, if any;

(i) Narrative entries of any other informational aspects concerning decedent, if any;

- (j) Copy of signed death certificate.
- (k) Submit to Cochise, by the 15th working day following the month in which service is rendered, supporting documentation of cases completed during the previous month and, if applicable, accompanying reports.
- (l) Perform other duties related to this Agreement, including, but not limited to, the following:
  - (i) Signing death certificates for cremation authorization.
  - (ii) Authorize anatomical gifts.
  - (iii) Provide information to family members, the public and other service agencies as authorized by law including, when appropriate, to Consulates and other agencies that track or maintain databases regarding missing persons

## **Payment**

### **Method of Payment and Pricing**

Flat Fee Examination and Autopsy Fees. Not later than 30 days after execution of this Agreement Cochise will submit the amount of \$87,500.00 to Pima as a flat fee payment for cases performed during the first quarter of the Contract Year (the Base Rate). For each subsequent quarter the sum of \$87,500.00 not later than the 1st day of each new quarter (i.e. 10/1/2017; 1/1/2018; and 4/1/2018) for the remaining Contract Year that this Agreement is in effect.

Other services. All non-examination or non-autopsy services will be billed and paid in accordance with County's published fee schedule in effect at the time the service is rendered. County will submit an invoice to Cochise by the 15th working day following the month in which the service is rendered identifying the service rendered along with any documentation which Cochise may need for their records.

## **Mutual Indemnification**

To the extent permitted by law, Cochise shall indemnify, defend and hold harmless Pima County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which result from any act or omission of Cochise, its agents, employees or anyone acting under its direction, control or on its behalf unless due solely to county negligence.

## **Compliance with Laws**

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this

Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County.

### **Non-Discrimination**

Pinal agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this contract, Pinal will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

### **ADA**

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

### **Severability**

If any provision of this Agreement or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

### **Conflict of Interest**

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

### **Non-Appropriation**

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.

### **Worker's Compensation**

Each party shall comply with the notice provisions of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

### **No Joint Venture**

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Cochise employees, or between Cochise and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**No Third Party Beneficiaries**

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

**Entire Agreement**

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

**PIMA COUNTY:**

**COCHISE COUNTY**

\_\_\_\_\_  
Chair  
Board of Supervisors

\_\_\_\_\_  
Chair  
Board of Supervisors

**ATTEST:**

**ATTEST:**

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Clerk of the Board

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Clerk of the Board

**Approval**

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of each party.

**PIMA COUNTY:**

**COCHISE COUNTY:**

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Deputy County Attorney

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Attorney for Cochise County

**RESOLUTION NO. 2017 - \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA,  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY  
AND THE COCHISE COUNTY FOR MEDICAL EXAMINER SERVICES**

WHEREAS, Pima County has a Medical Examiner Office established and is willing to provide Medical Examiner services to Cochise County; and

WHEREAS, the Cochise County has determined that appointment of a full-time Cochise County Medical Examiner is not practical and desires to establish a list of licensed physicians who will be available to perform the duties required of a Medical Examiner; and

WHEREAS, Pima County and Cochise County desire to enter into an intergovernmental agreement whereby the physicians employed by Pima County as Medical Examiners will provide Medical Examiner services for and on behalf of Cochise County;

NOW, THEREFORE, be it resolved that:

1. The Pima County Board of Supervisors approves an intergovernmental agreement with Cochise County for the provision of Medical Examiner services for and on behalf of Cochise County; and
2. The Chair of the Pima County Board of Supervisors is hereby authorized to sign the agreement and any documents necessary to its execution.
3. The various county officers and employees are authorized and directed to perform all acts necessary or desirable to effectuate this agreement.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PIMA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chair

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Deputy County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

Franchise Amendment for Cox Communications

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

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

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

**NAME of PRESENTER:** Britt Hanson      **TITLE of PRESENTER:** Chief Civil Deputy Attorney

**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** 40-283

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve Cox Communications Arizona, LLC Franchise Amendment removing the "Whetstone Area" from their service area in Cochise County.

**Background:**

Cox Communications Arizona, LLC has applied for an amendment to their franchise in all of Cochise County. The Notice of Public Hearing has been published three times as required by statute. To date, there have been no letters or phone calls either for or against granting the franchise.

**Department's Next Steps (if approved):**

Send a copy of the signed agreement to Ms. Healy.

**Impact of NOT Approving/Alternatives:**

Cox Communications could not remove the whetstone area from their service.

**To BOS Staff: Document Disposition/Follow-Up:**

Record amendment to franchise 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

Amendment

Public Notice

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**FIRST AMENDMENT TO CABLE TELEVISION LICENSE AGREEMENT  
AND CONDITIONS FOR LIMITED TERMINATION OF SERVICE**

This First Amendment to Cable Television License Agreement and Conditions for Limited Termination of Service (“Amendment”) is made and entered into as of the \_\_\_\_ of \_\_\_\_\_, 2017, by and between Cochise County (the “County”) and Cox Communications Arizona, LLC, a Delaware limited liability company (“Licensee”).

**RECITALS**

A. County granted a cable television license effective as of August 3, 2014 (“License Agreement”) to Licensee to provide cable television service in unincorporated areas of the County.

B. One of the areas served by Licensee under the License Agreement is the area that is registered with the Federal Communications Commission (“FCC”) as “an unincorporated area of Cochise County commonly known as Coronado/Whetstone” with FCC Community Unit ID (CUID) AZ0248 within Physical System ID (PSID) 002699 (“Whetstone Service Area”).

C. For purposes of illustration the Whetstone Service Area is approximately twelve (12) square miles in area and is located at the intersection of Highways 82 and 90 as depicted for purposes of illustration on the map attached Exhibit A.

D. Due to technical, economic and practical difficulties in providing continued cable television service to the Whetstone Service Area, Licensee desires to discontinue such service

E. Licensee has therefore requested relief with respect to the Whetstone Service Area from the License Agreement and its obligations there under.

F. The Board of Supervisors of County has agreed to amend the License Agreement as provided herein on the conditions that Licensee agree to certain undertakings in connection therewith.

**AGREEMENT**

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows.

1. The License Agreement is hereby amended to add Section 7.3, to read as follows:

7.3 Changes in Obligation in Whetstone Service Area. Effective May 1, 2017, within and immediately adjacent to the Whetstone Service Area in unincorporated Cochise County, Licensee shall no longer have, and may cease to perform, any obligation under the License Agreement or otherwise to provide Cable Service, to make Cable Service available or to extend the Cable System, to residents or commercial establishments or to County Buildings. The “Whetstone Service Area” is the area that is registered with the FCC as “an unincorporated area of Cochise County commonly known as Coronado/Whetstone” with FCC Community Unit ID (CUID) AZ0248 within Physical System ID (PSID) 002699.

2. On or before May 1, 2017, Licensee shall make a one-time payment by Visa gift card of five hundred dollars (\$500) to each of its active residential and commercial Subscribers in or immediately adjacent to the Whetstone Service Area, to enable them to make transition arrangements with another provider of video services or for any other purchase they shall choose.

3. License shall at its cost remove from the Public Streets in the Whetstone Service Area on or before July 1, 2017, so much of the aboveground Cable System as Licensee used to provide Cable Service in the Whetstone Service Area as is economically feasible to remove. Excluded from removal are underground and other inert facilities whose removal would unduly disrupt the traveling public and which Licensee shall abandon in place. After this process is completed, Licensee shall deliver to the County Administrator a complete list and description of all facilities that will remain abandoned in place in the Public Streets so that the County may approve abandonment of these elements of the portion of the Cable System owned by Licensee that is located in the Whetstone Service Area.

4. Except as hereby amended with respect to the Whetstone Service Area, the License Agreement and the rights and obligations of Licensee and the County thereunder with respect to all unincorporated areas of the County are otherwise affirmed in all respects and the License Agreement shall otherwise remain in full force and effect without any penalty or any payment by Licensee except as provided in this Amendment.

5. Capitalized terms not defined in this Amendment shall have their meanings in the License Agreement.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below to be effective on the date first set forth above.

COCHISE COUNTY:

LICENSEE:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
VP and Market Manager, Southern Arizona  
Cox Communications Arizona, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Civil Deputy County Attorney

Date \_\_\_\_\_

**EXHIBIT A**  
[Illustrative Map of Whetstone Service Area]

**NOTICE TO THE PUBLIC  
BEFORE THE BOARD OF SUPERVISORS  
COCHISE COUNTY, ARIZONA**

**IN THE MATTER OF THE APPLICATION** to amend the application by Cox Communications Arizona, LLC to discontinue service in the “Whetstone Area”.

**NOTICE IS HEREBY GIVEN**, that the Board of Supervisors of Cochise County, Arizona, has been requested to approve the amendment to the original application by Cox Communications Arizona, LLC. This impacts the following described area, to-wit:

**The service territory is known as the Whetstone Area. A map is on file with the Clerk of the Board of Supervisors.**

Prior to the consideration of this request, the Cochise County Board of Supervisors shall hold a public hearing on the 14<sup>th</sup> day of March, 2017 at 10:00 o'clock A.M., at the Cochise County Board of Supervisors' Hearing Room which is located at 1415 Melody Lane, Building G, Bisbee, Arizona at which the applicant, Cox Communications Arizona, LLC and its proposal shall be examined and the public and all interested parties shall be afforded a reasonable opportunity to be heard.

**Dated** this 7<sup>th</sup> day of February, 2017.

Arlethe G. Rios  
**CLERK, BOARD OF SUPERVISORS  
COCHISE COUNTY, ARIZONA**

**Action 13.**  
**County Sheriff**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

Sheriff's Office Helicopter Support

**Submitted By:** Sam Farris, County Sheriff

**Department:** County Sheriff

**Presentation:**

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS** 1  
**Submitted for Signature:**

**NAME**  
**of PRESENTER:**

**TITLE**  
**of PRESENTER:**

**Docket Number (If applicable):**

**Mandated Function?:**

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

---

**Information**

**Agenda Item Text:**

Approve agreement for services between Cochise County and Aerial Solutions II, LLC, an Arizona Limited Liability Company for helicopter services effective February 28, 2017 through February 28, 2020 in the amount of \$1,423,524, with an additional grant amount of \$203,640 which will cover first year fuel, personnel and lodging expenses.

**Background:**

The Howard G. Buffett Foundation has offered to provide a grant in the amount of \$1,423,524.00 for helicopter services for three years. Additionally, the Howard G. Buffett Foundation has offered to provide grant funding on a continuing annual basis to pay for fuel, personnel and lodging expenses. The funding which covers these expenses for the first year is \$203,640.00. The funding for the lodging will be paid directly to Aerial Solutions II, LLC. The purpose of the helicopter is to provide public safety, mission related support to the Sheriff's Office. The grants will pay for all costs associated with the service. The aircraft will be located at the Sierra Vista Airport. Sheriff's Office Deputies as well as Sierra Vista Police Officers (IGA in place), will fly in the helicopter as crew members, performing the law enforcement function. Flights will be conducted during daylight hours, exclusively. Requests from other agencies within the county relative to law enforcement missions will be accommodated at all times, if possible. There are forty (40) hours of flight time budgeted per month as provided by the grant. The grant provides funding for on-call, overtime and employee related expenses for personnel costs. Through the contract agreement, Aerial Solutions II, LLC. provides the aircraft, insurance, pilots, maintenance and any other costs related to the aircraft. There is no cost to the county for this program.

**Department's Next Steps (if approved):**

Prepare for the helicopter support to begin 1 April 2017. Training will be provided to the crew members during the March-April timeframe.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Please return all three signed originals to the Sheriff's Office so that the contracts can be sent to Aerial Solutions II, LLC., the Howard G. Buffett Foundation and the county, so that the program can be initiated.

---

**Attachments**

Helicopter Contract

Helo Grant

Fuel Grant

---

**AGREEMENT FOR SERVICES**  
**Between COCHISE COUNTY**  
**and**  
**AerialSolutions II, LLC., an Arizona Corporation**

**THIS AGREEMENT** ("Agreement") for helicopter services is made this 28th day of February, 2017, by and between Cochise County, a political subdivision of the State of Arizona ("County"), and Aerial Solutions II LLC., an Arizona corporation.

**RECITALS**

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

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

**AGREEMENT**

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

**Aerial Solutions II LLC**  
**Services and Costs:**

- 1.1 **Services:** Cost and Description of Services. Aerial Solutions II will provide Sheriff with the air support of an Airbus H130 aircraft. Helicopter is to be equipped with customary law enforcement equipment, to include a Technisonic TDFM 9100 series P25 dual band radio or similar unit, capable of communicating on police frequencies, including encryption and 700mhz trunked systems, Spidertracks or equivalent tracking system, and a Garmin Aviation GPS unit Model 430 or similar.
- 1.2 In accordance with Federal Aviation Administration regulations, the pilot in command of the aircraft shall have the complete power and authority to make all decisions concerning the suitability of weather and landing areas, condition of the aircraft for flight, and all other factors affecting flight safety and will at all times maintain operational control of the aircraft.
- 1.3 Aerial Solutions II shall be responsible for all communication activities related to airspace operation.



1.4 **Cost:** The cost of this service shall be as follows:

Aerial Solutions II shall provide a base amount of four hundred eighty (480) flight hours of flight time per year, as billed via HOBBS meter as activated by collective control, at a cost to County of Four Hundred Seventy Nine Thousand Nine Hundred Ninety Two Dollars (\$479,992.00) for the first year. For the additional two years, the cost will be Four Hundred Seventy One Thousand Seven Hundred Sixty Six Dollars (\$471,766) per year. This amount includes all costs and expenses associated with aircraft maintenance, aircraft insurance with County and the City of Sierra Vista endorsed on the policy as additional insured parties, pilots (contract pilots to be approved by Sheriff or designee), mechanics, and wages to include all state and federal taxes, an Automated Flight Following System and an aviation supervisor. The payment to Aerial Solutions II LLC for the flight time for the first year will be dispersed on a monthly basis in the amount of Thirty Nine Thousand Nine Hundred Ninety Nine Dollars and Thirty Three Cents (\$39,999.33). The monthly payment during years two and three, will be Thirty Nine Thousand Three Hundred Thirteen Dollars and Eighty Three Cents (\$39,313.83). Fuel, paid for separately by the county for the base amount of Four Hundred Eighty (480) flight hours per year, will be an estimated additional cost to County in the amount of One Hundred and Twenty Thousand, (\$120,000) per year. The Parties recognize that fuel costs referenced above are estimates only and are subject to change.

Any hours flown over the basic 40 hours per month will be an additional cost to the county in the amount of Two Hundred Seventy Five Dollars (\$275.00) per hour. Fuel costs for the additional hours are the responsibility of the county. This amount includes all costs and expenses associated with aircraft maintenance, aircraft insurance, pilots, mechanics, wages to include all state and federal taxes, an Automatic Flight Following and an aviation supervisor.

1.5 The monthly payment from County to Aerial Solutions II will be due on the first (1<sup>st</sup>) each month. Late fees will start on the fifth (5<sup>th</sup>) of the month at 1% of the total monthly leasing cost. Aerial Solutions II LLC will invoice Cochise County Sheriff's Office Financial Administrator not later than the Fifteenth of each month for payment for the month to follow. For example, the invoice will be received not later than 15 February for the payment for the month of March. This allows time for processing the payment through Cochise County Finance.

1.6 Scheduled Air Unit operations will be 7 days per week (Monday through Sunday) – hours of operations will be general daylight hours, approximately 7am to 7p.m. depending on seasonal daylight times.

**2. Services Provided by COUNTY:**

2.1 The County will provide at least one (1) Arizona Certified Peace Officer for every flight to act as crewmember to perform crew duties including communications with ground units and dispatch.

2.2 The County will provide flight following, dispatch and communication services



through the Sheriff's Office. Such personnel provided by County shall be either employees or contractors of County and under the control of County.

**3. Utilization of Corporate Identity or Likeness:**

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

**4. Relationship of the Parties:**

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

**5. Agreement Duration:**

- 5.1 Subject to Section 10, this Agreement shall be in effect for a period of Three (3) years. It will commence upon delivery of the aircraft by Aerial Solutions IILLC, with the required equipment, so that it is fully available for use. ("Term").

**6. Representations, Warranties and Covenants of Aerial Solutions II LLC:**

Aerial Solutions II LLC hereby represents, warrants, and covenants as follows:

- 6.1 **Organization:** Aerial Solutions II LLC is an incorporated company duly organized, validly existing and in good standing under the laws of the State of Arizona and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- 6.2 **Authorization:** The execution, delivery and performance of Aerial Solutions II LLC to this Agreement have been authorized by all necessary corporate action on the part of Aerial Solutions II LLC.
- 6.3 **Aerial Solutions II LLC's compliance with the Federal Aviation Administration (hereinafter FAA):** Aerial Solutions II LLC will conduct all flight operations under a PAO (Public Aircraft Operations) Use and shall comply with certain operating rules of the NAS (National Airspace System) as published in Advisory Circular (AC No. 00-1.1A) reference: 7.f. FAA regulations for PAO and 8.c.(2) (e.g. 14 CFR & Part 91:119, minimum safe altitudes: General). Aerial Solutions II LLC represents that each aircraft, pilot and mechanic is properly licensed, certified and meets the minimum requirements as set forth in the applicable FAA



regulations. Aerial Solutions II LLC will defend, save, hold harmless and indemnify County and any affiliated County participants to the fullest extent under the law from any and all liability, direct or indirect, including legal defense costs arising from any act(s) and/or omission(s) of Aerial Solutions II LLC and/or Aerial Solutions II LLC's employees, agents, or contractor(s) in connection with the rights and duties arising from this provision. Aerial Solutions II LLC shall pay the legal defense costs as a part of the indemnity obligation to include any judgment amounts awarded.

**7. Representations, Warranties and Covenants of County:**

The County hereby requests, warrants and conveys as follows:

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

**8. Aerial Solutions II LLC and County Insurance Requirements**

- 8.1 **Policies and Amounts:** Aerial Solutions II LLC, during this Term or any extended Term of the Agreement, shall maintain the following minimum insurance coverage, which policy/ies shall endorse County and City of Sierra Vista as actual insured parties:
  - (a) All risk ground and flight aircraft hull insurance. This insurance coverage shall waive the right of subrogation against the County. Aerial Solutions II LLC agrees to provide copies of all insurance agreements to the County. These copies shall be made available within five (5) days of demand.
  - (b) Aircraft liability insurance covering injuries to passengers or third (3<sup>rd</sup>) parties and damage to property in an amount not less than Ten Million Dollars (\$10,000,000) for any one accident or a series of accidents that arise out of any one event.
  - (c) Worker's Compensation Insurance for its employees at Arizona statutory limits.
  - (d) With the exception of Worker's Compensation Insurance, to the extent of Aerial Solutions II LLC's Indemnification Obligation, the County shall be named as the additional insured party on each and every one of Aerial



Solutions II LLC's policies described in paragraph (b) above, to the full limits available. Aerial Solutions II LLC insurance coverage shall be primary insurance and non-contributory, with respect to all other available sources.

- 8.2 The County shall, during the Term or any extended Term, maintain Workers' Compensation Insurance is for its employees at the Arizona statutory limits.

**9. Indemnification.**

- 9.1 Aerial Solutions II LLC 's Indemnification Obligations: Aerial Solutions II LLC agrees that it shall, to the fullest extent under the law, defend, protect, indemnify and hold the County harmless, its respective directors, officers, agents, employees, representatives and agents from every kind or character of damages, losses, liabilities, expenses, demands, or claims (collectively, "Losses") arising out of, connected with, incident to, resulting from, or relating to the performance of flight services while this Agreement, or the operation of the program after the effective date, to the extent such Losses are caused by the negligence or fault of any member of Aerial Solutions II LLC, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of the County.

- 9.2 County's Indemnification Obligations: The County agrees to defend, protect indemnify and hold harmless Aerial Solutions II LLC, its subsidiaries, affiliates and subcontractors, as well as their respective directors, officers, agents, employees, representatives, and agents for losses to the extent and only to the extent that such losses are directly related and caused by the negligence or fault of any employee of the County.

- 9.3 Limitations: Neither Aerial Solutions II LLC nor the County shall indemnify the other Party for any losses resulting from the willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract; the indemnification obligations shall not be reduced by any insurance coverage or insurance proceeds a Party may have with respect to a claim.

- 9.4 Procedures: Upon written request by a Party entitled to indemnification pursuant to this section (hereinafter the "Indemnitee"), the other Party (hereinafter the "Indemnitor") shall pay the reasonable expenses incurred in defending any claim in advance of its final disposition. The County or Aerial Solutions II LLC shall promptly notify the other Party of the existence of any claim, or the threat of any claim, to which the indemnification obligations might apply. The Indemnitor shall select, manage and pay the legal defense costs as part of the indemnity



obligation, including any judgment amounts awarded. Each Indemnitee shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the Indemnitor of any obligation hereunder. The Indemnitee shall cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and any settlement of a claim.

9.5 Duration: The Indemnification Obligations shall continue for a period of no longer than two (2) years after the termination of this Agreement.

10. **Termination:** The County hereby reserves the right to terminate this Agreement with Thirty (30) days advance notice for any reason.

11. **Arbitration:** The Parties hereby agree to make a good faith effort to resolve any controversy or claim through arbitration pursuant to A.R.S. § 12-1518.

12. **Miscellaneous.**

12.1 Non-discrimination: The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

12.2 Conflict of Interest: This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.

12.3 Inspection and Audit: Aerial Solutions II LLC agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

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

12.5 Force Majeure: Neither Party shall be liable to the other Party for the failure to perform its respective obligations, including payment, under this Agreement, to the extent that such failure results from cases beyond the nonperforming Party's reasonable control, including, and without limitation, such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively "force majeure"). If either party is unable to perform as a result of force majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of force majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other party.



- 12.6 Default: A material breach by either Party of any representation, warranty or covenant contained in this Agreement or the failure of either Party to comply with any material terms or conditions set forth in this Agreement shall constitute a default.
- 12.7 Default Termination: In the event of Default, this Agreement shall terminate and, except as otherwise set forth herein, shall be of no further force and effect thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"), unless the non-defaulting Party cures the Default prior to the expiration of the Cure Period. Further, this Agreement may be terminated by reason of Force Majeure, as set for in Section 12.5 above.
- 12.8 Severability: In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed here from, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.
- 12.9 Proprietary Information: Aerial Solutions II LLC shall cause its employees, agents and affiliates to hold as confidential all criminal history information and all information relating to County's business and the terms and conditions of this Agreement. County shall cause its employees, agents and affiliates to hold confidential all information relating to Aerial Solutions II LLC 's business and the terms and conditions of this Agreement, except as otherwise required under Arizona Public Records Law.
- 12.10 Assignment: Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 12.11 Waiver: The waiver by one Party of any breach or failure of the other Party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.
- 12.12 Entire Agreement: This Agreement and any exhibits or schedules attached thereto or referenced herein, represent the entire Agreement between the Parties. All other prior agreements being merged herein and this Agreement shall not be modified except in writing signed by the Party against whom such modification is sought to be enforced.
- 12.13 Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.
- 12.14 Notice: All notices relating to this Agreement shall be deemed delivered when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other addresses as may be given in writing from time-to-time:

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

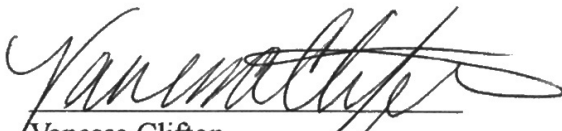
Aerial Solutions LLC  
ATTN: Scott Clifton  
P.O. Box 1532  
Cave Creek, AZ 85327

12.15 E-verify: To the extent applicable under A.R.S. § 41-4401, each Party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the Everify requirements under A.R.S. § 23-214(A). A Party or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party.

12.16 Recitals: The recitals contained in the first portion of this Agreement are made an integral part of this Agreement.

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

Aerial Solutions LLC.

  
Vanessa Clifton  
Aerial Solutions II LLC  
An Arizona Limited Liability Company

**COCHISE COUNTY**

By: \_\_\_\_\_  
Ann English, Chairman  
Board of Supervisors

**ATTEST:**

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Arlethe G. Rois, Clerk  
Board of Supervisors

**APPROVED AS TO FORM:**

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Lauri Owen,  
Civil Deputy County Attorney

1

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Sam Farris

Date Prepared: 03/03/2017

Point of Contact: Sam Farris

Phone Number: 432-9506

Department: County Sheriff



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## PRIMARY GRANT

Primary Grantor: Howard G. Buffett Foundation

CFDA:  
www.CFDA.gov

Grant Title: Sheriff's Office Helicopter Support

Grant Term From: 1 April 2017

To: 1 April 2020

Total Award Amount: 1423524.00

New Grant:  Yes  No

Grant No:

Amendment:  Yes  No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan: Public Safety and Justice ▼ District: Select District Below ▼ Mandated by Law  Yes  No

Number of Positions Funded: 0

Asset(s) Acquired:

Leased Airbus H130 Helicopter.

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Provide helicopter mission support to the Sheriff's Office to do air patrols, respond to emergency incidents, traffic situations and support other county law enforcement agencies.



# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Sam Farris

Date Prepared: 03/03/2017

Point of Contact: Sam Farris

Phone Number: 432-9506

Department: **County Sheriff** v

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## PRIMARY GRANT

Primary Grantor: Howard G. Buffett Foundation

CFDA:  
www.CFDA.gov

Grant Title: Sheriff's Office Helicopter Support logistics

Grant Term From: 1 April 2017

To: 1 April 2018

Total Award Amount: 203640.00

New Grant:  Yes  No

Grant No:

Amendment:  Yes  No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice** v

District: **Select District Below** v

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:

Provide funding for fuel, personnel and lodging related to helicopter support 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: 2017/2018/2019      Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:                      203640.00

Total Funds:                      203640.00

Has this amount been budgeted?       Yes  No

Method of collecting funds:       Lump Sum     Quarterly     Draw     Reimbursement

Is reversion 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.**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

CCT Membership Renewal

**Submitted By:** Kelley Jones, Human Resources

**Department:** Human Resources

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

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

**NAME of PRESENTER:** Julie Morales      **TITLE of PRESENTER:** Human Resources Director

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve Resolution 17-02 to renew Cochise County's membership in the Cochise Combined Trust (CCT) effective July 1, 2017 through June 30, 2020.

**Background:**

Cochise County has been a participating entity in the Cochise Combined Trust (CCT) since July 1, 2002. The Cochise Combined Trust is administered through Erin Collins & Associates.

**Department's Next Steps (if approved):**

Forward original signed copy of resolution to Erin Collins & Associates.

**Impact of NOT Approving/Alternatives:**

Cochise County will not be in a membership with Cochise Combined Trust (CCT).

**To BOS Staff: Document Disposition/Follow-Up:**

Need two original copies of resolution once signed by Board of Supervisors to be returned to HR.

**Attachments**

CCT Renewal Res

**Resolution 17-\_\_\_**

**A RESOLUTION ENACTED BY THE BOARD OF SUPERVISORS  
OF COCHISE COUNTY, ARIZONA APPROVING MEMBERSHIP IN THE  
COCHISE COMBINED TRUST (CCT)**

**WHEREAS** The Cochise County Board of Supervisors is empowered pursuant to ARS § 11-981(A) to procure Health, Accident Life, and/or Disability benefits for employees and officers of the County through either insurance or self-insurance; and

**WHEREAS** ARS § 11-952 and ARS § 11-952.01 provide that two or more public agencies may join together to provide for Health, Accident, Life, and/or Disability benefits for employees and officers of the entities through either insurance or self-insurance; and

**WHEREAS**, Cochise County (“the County”) has been a Participating Entity in the Cochise Combined Trust (“CCT”) since July 01, 2002; and

**WHEREAS** the County’s current term of participation in CCT will expire on June 30, 2017; and

**WHEREAS** CCT has extended an invitation to Cochise County to renew its membership in CCT; and

**WHEREAS** in order to effect renewal of the County’s membership, CCT requires action by the Cochise County Board of Supervisors through a resolution;

**THEREFORE** be it resolved by the Cochise County Board of Supervisors as follows:

1. The Cochise County Board of Supervisors hereby approves and agrees that the renewal term of its participation in CCT shall be thirty six (36) months commencing July 01, 2017 and terminating June 30, 2020.

2. The Cochise County Board of Supervisors hereby approves and agrees to be bound by the provisions of the Trust Agreement provided by CCT and as may be amended from time to time.

3. The Cochise County Board of Supervisors hereby accepts the Trust Bylaws provided by CCT and as may be amended from time to time.

4. This approval is based on the CCT Trust Agreement and Bylaws reflecting compliance with ARS § 42-17106.

5. The Cochise County Board of Supervisors hereby appoints the following County employees to the positions shown:

- A. Trustee: County Administrator or Designee
- B. Trustee: Human Resources Director or Designee

WITNESS the signatures of the members of the Cochise County Board of Supervisors  
this \_\_ day of \_\_\_\_\_, 2017.

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Ann English, Chairperson  
Supervisor, District 2  
Cochise County Board of Supervisors

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Patrick G. Call, Vice Chairperson  
Supervisor, District 1  
Cochise County Board of Supervisors

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Peggy Judd  
Supervisor, District 3  
Cochise County Board of Supervisors

**Approved as to form and as being within the  
Powers of the Cochise County Board of  
Supervisors**

**Witnessed and Attested to:**

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Britt Hanson, Deputy County Attorney  
Cochise County

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Arlethe G. Rios, Clerk of the Board  
Cochise County

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017  
2017-2018 Cochise County Benefits  
**Submitted By:** Kelley Jones, Human Resources  
**Department:** Human Resources  
**Presentation:** PowerPoint  
**Document Signatures:** BOS Signature NOT Required

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

**NAME of PRESENTER:** Ed Gilligan  
**Mandated Function?:** Not Mandated

**TITLE of PRESENTER:** County Administrator  
**Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust for fiscal year 2017-2018.

**Background:**

Cochise County has been a participating entity in the Cochise Combined Trust (CCT) with Cochise College since July 1, 2002. The Cochise Combined Trust is currently administered through Erin Collins & Associates.

On January 26, 2017 at their annual retreat, Cochise Combined Trust (CCT) board members voted unanimously to approve and adopt the FY 2017-2018 CCT annual schedule of benefits and rates.

Based on initial estimates from Trust administrators, Cochise County was facing a projected annual increase of more than \$888,000 in FY 17/18 to maintain the existing benefit structure. After thorough plan design review, we are now able to offer expanded plan options at a much lower cost than the initial projection. The overall health insurance cost to the County for FY 17/18 will be approximately \$653,000.

As a result of past years' performance of the Trust, there is approximately \$5.1 million in reserves.

More information regarding FY 2017-18 benefit changes are listed in the attachment.

**Department's Next Steps (if approved):**

The County's open enrollment process will commence April 1, 2017 through April 30, 2017. Employees will be notified of FY 17/18 plan changes and options. Changes will be effective July 1, 2017.

**Impact of NOT Approving/Alternatives:**

The County will not have budgetary approval to fund the fiscal year 17/18 schedule of benefits.

**To BOS Staff: Document Disposition/Follow-Up:**

None

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**Budget Information**

*Information about available funds*

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

**Account Code(s) for Available Funds**

1: 501-1400-1450-9-426.903

**Fund Transfers**

**Fiscal Year: FY 17/18**

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

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

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

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

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

Estimated cost for FY 2017-18 is \$653,000.

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**Attachments**

*No file(s) attached.*

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**Action 16.  
Solid Waste**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

Contract Award No. IFB 17-19-SWD-04 Western Regional Landfill Cell Four Liner

**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):**

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**Information**

**Agenda Item Text:**

Approve the award of Invitation for Bids (IFB) 17-19-SWD-04 for the Western Regional Landfill Cell Four Liner to Rummel Construction, Inc. Scottsdale, Arizona in the not to exceed of \$1,828,002.45.

**Background:**

IFB 17-19-SWD-04 was prepared and released on January 18, 2017, the solicitation was advertised in the Arizona Range News on January 25 and February 1, 2017. The Solicitation was also posted on the Public Purchase website, 303 contractors were notified by e-mail. A pre-bid job walk was held on February 6, 2017 with 18 contractors attending. Five bid submittals were received by the solicitation closing date of February 21, 2017 at 3:00 p.m. a bid tabulation is attached.

**Department's Next Steps (if approved):**

Execute contract, obtain performance and payment bond and certificate of insurance. Issue notice to proceed, schedule pre-construction meeting, monitor contractors performance.

**Impact of NOT Approving/Alternatives:**

Cell three is near capacity and a new cell is needed for the deposit of refuse.

**To BOS Staff: Document Disposition/Follow-Up:**

Two copies of the contract will be hand carried to Clerk of the Board Office for signatures.

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**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 project is funded in gl fund line 504-7000-7300-412.600.

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**Attachments**

Bid Tabulation IFB 17-19-SWD-04

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Preliminary Bid Tabulation

|   |  |   |   |
|---|--|---|---|
| <p><b>COCHISE COUNTY</b><br/> <b>PROCUREMENT DEPARTMENT</b></p> <p>IFB FOR: Western Regional Landfill Cell 4<br/> Liner</p> <p>IFB NO: 17-19-SWD-04</p> <p>DUE DATE: 2-21-2017</p> <p>BUYER: Terry Hudson</p> | <p>Rummel Construction, Inc.<br/> Scottsdale, AZ</p> | <p>MK Weeden Construction,<br/> Lewistown, MT</p> | <p>Blount Contracting, Inc.,<br/> Apache Junction, AZ</p> |
|   |  |   |   |
| <p><b>Base Bid 90 Day Completion including tax</b></p>  | <p><b>\$1,828,002.45</b></p>                         | <p><b>\$1,875,293.13</b></p>                      | <p><b>\$2,626,005.70</b></p>                              |
|   |  |   |   |
| <p><b>Base Bid 120 Day Completion including tax</b></p>   | <p><b>\$1,828,002.45</b></p>                         | <p><b>\$1,875,293.13</b></p>                      | <p><b>\$2,673,720.60</b></p>                              |
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**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/14/2017

State and Federal Legislation Discussion

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

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

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

**NAME** na **TITLE** na  
**of PRESENTER:** **of PRESENTER:**

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

**Information**

**Agenda Item Text:**

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

**Background:**

na

**Department's Next Steps (if approved):**

na

**Impact of NOT Approving/Alternatives:**

na

**To BOS Staff: Document Disposition/Follow-Up:**

na

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

State and Federal Legislation  
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/28/2017

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation      Recommendation:

Document Signatures:      # of ORIGINALS Submitted for Signature:

NAME of PRESENTER: na      TITLE of PRESENTER: na

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

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Information

Agenda Item Text:

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

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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.

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