



# Cochise County Board of Supervisors

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**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, April 11, 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.*

### **PRESENTATION**

Presentation of Proclamation to Cochise County Sheriff's Office Telecommunicators, declaring April 9 to 15, 2017 as Public Safety Telecommunicators Week in Cochise County.

### **CONSENT**

#### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 28, 2017.
2. Approve an application for a temporary Extension of Premises liquor license submitted by Mr. Leonel A. Urcadez for Gay 90's Bar located at 3856 S. Towner, Naco, AZ 85620 on April 23-24, 2017, for the Riders for Rehab event.

3. Approve a Proclamation declaring the week of April 9-15, 2017 as Public Safety Communicators Week in Cochise County.

### **Community Development**

4. Approve the award of Request for Qualifications (RFQ) 17-15-HFP-04 for On Call Survey and Mapping Services to establish a qualified list of three firms to perform topographic and boundary surveys, construction staking services, global positioning system surveys, geographic information system data collection and aerial photography and mapping services for the Community Development, Highway and Floodplain Division.
5. Approve the appointment of Mr. Steven Klump to the Public Lands Advisory Committee, District 3, for a two-year term beginning July 1, 2016 and ending on June 30, 2018.

### **Court Administration**

6. Approve a proclamation to proclaim May 2, 2017 as Law Day in Cochise County.

### **Finance**

7. Approve demands and budget amendments for operating transfers.

### **Housing Authority**

8. Adopt Resolution 17-04 adopting the AZ034 Streamlined Annual and Section 8 Housing Choice Voucher Administrative Plans for Fiscal Year 2017.

### ***ACTION***

### **Board of Supervisors**

9. Approve Contractor Agreement with Interim Public Management, LLC to Provide the County with an Interim Planning Director through October 12, 2017.

### **County Attorney**

10. Approve the request of the Whetstone Water Improvement District (WWID) to authorize a mail-ballot recall election, pursuant to A.R.S. § 16-558(A) and an Intergovernmental Agreement (IGA) with WWID for Election Services and Supplies.

### **Facilities**

11. Approve the award of Invitation for Bids (IFB) No. 17-17-FAC-04 for the renovation of the Foothills Complex to B-R Constructors, Inc., Huachuca City, AZ in the not to exceed amount of \$66,983.00 tax included.

## **STATE & FEDERAL LEGISLATION**

12. 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

**Presentations / Special Events  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 04/11/2017

Presentation of Public Safety Telecommunicators Proclamation

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

**Department:** Board of Supervisors

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

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

**NAME of PRESENTER:** Ann English      **TITLE of PRESENTER:** Chairman

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

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Presentation of Proclamation to Cochise County Sheriff's Office Telecommunicators, declaring April 9 to 15, 2017 as Public Safety Telecommunicators Week in Cochise County.

**Background:**

na

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

na

**Impact of NOT Approving/Alternatives:**

na

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

na

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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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**Regular Board of Supervisors Meeting**

**Meeting Date:** 04/11/2017

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?:**

**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of March 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.

**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

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

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, March 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, County Administrator; Arlethe G. Rios, Clerk of the Board; Elda  
Present: Orduno, Civil Deputy County Attorney

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

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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.*

***PRESENTATIONS***

1. Present and approve a proclamation to proclaim April 2017 as National County Government Month - "Brilliant Ideas at Work" in support of counties taking pride in our responsibility to protect and enhance the health, well-being and safety of our residents in sensible and cost-effective ways.

Chairman English acknowledged all County employees and their hard work to serve the residents of Cochise County and read the proclamation.

Supervisor Judd moved to approve item 1.

Vice-Chairman Call seconded the motion.

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

2. Present and approve a Fair Housing Proclamation and proclaim April 2017 as Fair Housing Month in Cochise County.

Chairman English noted the importance of fair housing in rural counties and read the proclamation.

Vice-Chairman Call moved to approve item 2.

Supervisor Judd seconded the motion.

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

## **CONSENT**

### **Board of Supervisors**

3. Approve the Minutes of the regular meeting of the Board of Supervisors of March 14, 2017.
4. Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Ruth Ellen Nilsen Graham for a Wine Festival to be held at 2100 N. Amerind Rd., Dagoon, AZ 85609 on April 29, 2017.

### **Community Development**

5. Approve the appointment of Ms. Kim DePew to the Planning & Zoning Commission, for a four-year term ending December 31, 2020.

### **County Attorney**

6. Approve the Intergovernmental Agreement ("IGA") with the Whetstone Fire District for the County Attorney's Office to provide legal services effective upon the Board's approval with an automatic annual renewal option.

### **County Sheriff**

7. Approve Governor's Office of Homeland Security (GOHS) Contract 2017-CIOT-006, providing the Cochise County Sheriff's Office with \$9,260 to cover overtime expenses as well as employee related expenses to participate in the two week "Buckle Up Arizona... It's the Law" program which will occur May 22, 2017 through June 4, 2017.

### **Court Administration**

8. Approve re-appointments of Justice Court Precinct Five Pro Tempore, Leslie Sansone and county-wide Justices of the Peace Pro Tempore Gerald F. Till, Paul Julien, C.J. Garan, Pamela Housh, William Lakosil, and David Howe for emergency or temporary coverage, both pursuant to ARS 22-121; and approve authorization to call upon an appropriately-appointed Justice of the Peace Pro Tempore from another county in extenuating circumstances pursuant to ARS 22-122 for the period beginning July 1, 2017 to and including June 30, 2018.

### **Elections & Special Districts**

9. Approve the appointments of precinct committee members for the Democratic Party upon the recommendation of the Party Chair, Debbie Hickman - Precinct 15 Hereford: Lillian Perry; Precinct 44 Tombstone: Phyllis Cavanaugh.

## Finance

10. Approve demands and budget amendments for operating transfers. Warrants Nos. 16397-16398, 16407-16504, 16506-16571, 16572-16669 were issued in the amount of \$2,048,114.70.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Notary Bond Agency	\$43.00
100	Flores, Mario Borjon	\$37.51
100	Safeway Stores Inc.	\$58.27

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

Vice-Chairman Call moved to approve items 3-10 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

## **PUBLIC HEARINGS**

### Board of Supervisors

11. Auction tax parcel number 106-71-180, located at 216 N. 2<sup>nd</sup> Street, Sierra Vista, Arizona; pursuant to A.R.S. §42-18303.

Chairman English noted that there had not been any registered bidders for this parcel and added that it would be available over the counter until April 28, 2017. She stated that any interested party could visit the County's website for further information.

### Community Development

12. Adopt Zoning Ordinance 17-01 to approve Docket R-17-01 for the proposed amendments to the Cochise County Zoning Regulations to clarify, standardize, and simplify language.

This item was presented by Robert Kirschmann, Planner II, Planning & Zoning Division, using a PowerPoint presentation. Mr. Kirschmann said that the purpose of the update was to assure compliance with recent changes in State law; continue with the goal of simplifying regulations; and consider allowing additional signage countywide. He noted that the Commission had been briefed on the proposed changes and they supported them and added that the Board had also been briefed in a work session. He listed the changes proposed to five sections: bed and breakfast; winery tasting rooms; permit extensions; clear sight triangles, and feather/harpoon signs.

He began with Bed and Breakfast and said the code would be modified to be compliant with the State law. He moved on to Winery Tasting Rooms and said language would be removed to

clarify when a tasting room is exempt. He said for the final inspection section the regulation would reflect the requirements found in the building code. He stated that the site distance triangle section would be updated to simplify the instruction and provide a better illustration. He finished with a presentation on feather/harpoon flags and said that the community had expressed interest in allowing these types of signs. He explained that a new section on these types of signs would be added with requirements.

Vice-Chairman Call asked about limiting signs within an area. He noted that this requirement was not included in the work session presentation.

Chairman English said she also did not remember being briefed on limiting the number of signs allowed within a certain area. She asked if it was necessary to place such a restriction.

Supervisor Judd agreed with the other two Board members.

Mr. Kirschmann said the maximum number of signs could be removed from the section.

Vice-Chairman Call said that he appreciated staff's approach to amending the zoning regulations to improve service and simplicity for our citizens, while focusing on individual sections at one time.

Chairman English opened the public hearing.

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

Vice-Chairman Call moved to adopt Zoning Ordinance 17-01 to approve Docket R-17-01 for the proposed amendments to the Cochise County Zoning Regulations to clarify, standardize, and simplify language with a notation that the maximum number of feather/harpoon signs would be removed from that section. Supervisor Judd seconded the motion.

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

## ***ACTION***

### **Board of Supervisors**

13. Approve the Cooperative Agreement between Cochise County and the Southern Arizona Children's Haven for use of 2017 Community Development Block Grant (CDBG) funds in the amount of \$215,103.

Ms. Lisa Marra, Communications & Community Relations Administrator, presented this item. Ms. Marra gave the background and explained why this project was chosen for the CDBG grant. She outlined the entity's purpose and mission and gave an update on the status.

Vice-Chairman Call said he was happy to assist in getting this facility opened up to serve the community.

Supervisor Judd moved to approve the Cooperative Agreement between Cochise County and the Southern Arizona Children's Haven for use of 2017 Community Development Block Grant (CDBG) funds in the amount of \$215,103. Vice-Chairman Call seconded the motion.

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

14. Appoint \_\_\_\_\_ to be the Cochise County representative to the Arizona Border Counties Coalition.

Mr. Gilligan said that this Board was once again active and the County was asked to appoint one supervisor to represent the County. He recommended Vice-Chairman Call be appointed as the representative due to his knowledge on border issues and his experience as a sixteen year term supervisor.

Vice-Chairman moved to appoint himself to be the Cochise County representative to the Arizona Border Counties Coalition as well as appoint Supervisor Judd as the alternate. Supervisor Judd seconded the motion.

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

### **Community Development**

15. Approve the increase in Contract No. IFB 15-37-HFP-04 for low and high volume chips in the not to exceed amount of \$850,000.

Ms. Karen Riggs, Highway & Floodplain Director, presented this item. Ms. Riggs said that the amount was not \$850,00, but instead \$550,000. She explained that the reason for an increase to the original amount was to work on more chip sealing projects internally and externally for a longer period.

Vice-Chairman Call asked if any of the contractors were local.

Ms. Riggs said that some of the contractors were local suppliers.

Supervisor Judd amended the motion to approve the increase in Contract No. IFB 15-37-HFP-04 for low and high volume chips in the not to exceed amount of \$550,000. Vice-Chairman Call seconded the motion.

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

### **Health & Social Services**

16. Approve Amendment No.1 to contract ADHS15-096693, Health Start Program, between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of \$306,185 for the period of July 1,2017 to June 30,2018.

Ms. Carrie Langley, Health & Social Services Director, presented this item. Ms. Langley explained the purpose of the program and gave statistics.

Supervisor Judd asked if the County funded this program.

Ms. Langley explained that the grant came from the State.

Vice-Chairman Call moved to approve Amendment No.1 to contract ADHS15-096693, Health Start Program, between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of \$306,185 for the period of July 1,2017 to June 30,2018. Supervisor Judd seconded the motion.

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

17. Approve contract with Tucson Medical Center (TMC) to perform Title 36 medical clearances as necessary for the period of March 28, 2017 through June 30, 2022 unless terminated by either party with 30 days written notice at any time with or without cause.

Ms. Carrie Langley, Health & Social Services, presented this item. Ms. Langley explained the process for Title 36 and added that having this contract in place would be a cost saving mechanism that would promote quality care and meet the needs of this specific population.

Supervisor Judd moved to approve contract with Tucson Medical Center (TMC) to perform Title 36 medical clearances as necessary for the period of March 28, 2017 through June 30, 2022 unless terminated by either party with 30 days written notice at any time with or without cause. Vice-Chairman Call seconded the motion.

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

18. Approve contract with Palo Verde Behavioral Health (PV) to perform Title 36 mental health screenings, evaluations, and treatment as necessary for the period of March 28, 2017 through June 30, 2019 unless terminated by either party with 90 days written notice.

Ms. Carrie Langley, Health & Social Services, presented this item. Ms. Langley explained that Palo Verde was chosen due to the specialized evaluations it can provide. She added that the rate was reasonable and would drastically limit costs to the County.

Vice-Chairman Call moved to approve contract with Palo Verde Behavioral Health (PV) to perform Title 36 mental health screenings, evaluations, and treatment as necessary for the period of March 28, 2017 through June 30, 2019 unless terminated by either party with 90 days written notice. Supervisor Judd seconded the motion.

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

## **Housing Authority**

19. Approve the Fiscal Year 2017-2018 Administrative and Annual Plan submission for the Housing Authority.

Ms. Anita Baca, Housing Director, presented this item using a PowerPoint presentation. Ms. Baca noted that since becoming a County department all Housing administrative processes had to be approved by the Board of Supervisors. She explained that the State required Housing to submit an annual and administrative plan for Housing. She presented several administrative plan changes and discussed changes that would streamline the annual plan.

Chairman English asked if Ms. Baca could explain the Section 8 program.

Ms. Baca said that the section 8 program helped citizens pay rent when they could not do so due to specific issues and noted that the County's section 8 program also serves Graham County. She discussed more changes and noted that the Resident Advisory Board had also been briefed and were very supportive of the housing programs.

Chairman English said it was good information since it was a new department, but noted that a detailed presentation would not be needed in the future.

Vice-Chairman Call commended Ms. Baca for her work.

Supervisor Judd moved to approve the Fiscal Year 2017-2018 Administrative and Annual Plan

submission for the Housing Authority. Vice-Chairman Call seconded the motion.

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

### **STATE & FEDERAL LEGISLATION**

20. 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 said that in the Governor's budget there is a proposition to take certain tax monies from counties to fund capital projects and universities and she was not in support.

The Board had no other legislative issues they wanted to discuss.

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

Mr. Gilligan said he wanted to recognize Ms. Langley and Ms. Baca for continuing their education, which reflects positively on the County and exemplifies true leadership. He added that he would be traveling to Phoenix to participate in the State Task Force for juvenile corrections meeting, which would address juvenile correction needs and the current cost shift from the State to counties.

### **SUMMARY OF CURRENT EVENTS**

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

Vice-Chairman Call said he had attended the Arizona/New Mexico Coalition of Counties meeting in Lordsburg, New Mexico to discuss Waters of the United States, which was currently on hold due to lawsuits related to all bodies of water. He stated that the lawsuit related to the wolf continued and added that he would be attending the Arizona Border Counties Coalition on Thursday in Tucson as well as meeting with The Nature Conservancy folks to discuss recharge projects and attending the Huachuca 50 Board meeting.

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

Chairman English said that the speakers at the Mayor/Managers Luncheon in Willcox last week had done a great job discussing the wine industry.

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

Supervisor Judd also commented on the presentation at the Mayor/Managers Luncheon and noted that it was an incredible industry that was good for the community and highlighted the wine festivals in the Willcox area.

Chairman English adjourned the meeting at 11:01 a.m.

APPROVED:

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Ann English, Chairman

ATTEST:

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Arlthe G. Rios, Clerk of the Board

Cochise Co. Demands 3.28.17

16252	03/08/2017	AFLAC	\$10,402.40	16329	03/09/2017	Clay, Jacqueline Renee	\$312.98
16253	03/09/2017	Airgas Refrigerants, Inc.	\$702.54	16330	03/09/2017	Cooper, Renee	\$81.00
16254	03/09/2017	Anderson, Dale	\$100.00	16331	03/09/2017	Crossley, Dennis	\$35.10
16255	03/09/2017	AZ Counties Insurance Pool	\$2,913.55	16332	03/09/2017	Godfrey, Marilyn	\$144.18
16256	03/09/2017	AZ State Land Department	\$1,087.06	16333	03/09/2017	Honorable Karl D Elledge	\$25.11
16257	03/09/2017	AZ Supreme Court	\$6,750.00	16334	03/09/2017	Honorable Trevor J. Ward	\$38.12
16258	03/09/2017	Bisbee Napa	\$1,216.79	16335	03/09/2017	Jones-Martinez, Jacob	\$190.06
16259	03/09/2017	Bourke, Nancy	\$16.00	16336	03/09/2017	Kolano, Hillary	\$29.70
16260	03/09/2017	Bug-Wiser Exterminating, Inc.	\$850.00	16337	03/09/2017	Kuttner, Lou G. (Ludwig)	\$20.52
16261	03/09/2017	Cable One	\$113.58	16338	03/09/2017	Lord, Priscilla	\$113.40
16262	03/09/2017	Catholic Community Services Southern AZ, Inc.	\$921.00	16339	03/09/2017	Mitchell, Marcia N	\$82.62
16263	03/09/2017	CenturyLink	\$203.79	16340	03/09/2017	Swartz, LaRae	\$68.04
16264	03/09/2017	Christiansen, Rosalba	\$260.00	16341	03/09/2017	Valenzuela, Esther	\$290.79
16265	03/09/2017	Cooke, Stephen R.	\$360.00	16342	03/14/2017	Alex Espinosa's Bisbee Funeral Home	\$1,350.00
16266	03/09/2017	Copygraphix Inc.	\$24,489.47	16343	03/14/2017	Alphagraphics	\$734.30
16267	03/09/2017	Culligan of Tucson	\$221.29	16344	03/14/2017	AZ Association of Counties	\$400.00
16268	03/09/2017	Culligan of Tucson	\$22.97	16345	03/14/2017	AZ Department of Corrections	\$6,194.90
16269	03/09/2017	D Square Construction, LLC	\$96,845.00	16346	03/14/2017	AZ Department of Environmental Quality	\$9,326.00
16270	03/09/2017	DataBank IMX LLC	\$4,868.75	16347	03/14/2017	AZ State Hospital	\$2,465.12
16271	03/09/2017	Douglas Dispatch	\$22.36	16348	03/14/2017	AZ State Prison Complex	\$4,434.79
16272	03/09/2017	Douglas NAPA	\$168.08	16349	03/14/2017	AZ Water Company	\$970.97
16273	03/09/2017	Douglas, City of	\$1,769.32	16350	03/14/2017	Baker & Taylor, Inc.	\$428.50
16274	03/09/2017	E-Z Messenger	\$60.00	16351	03/14/2017	Bank of America	\$93,600.91
16275	03/09/2017	Empire Southwest LLC	\$14,889.22	16352	03/14/2017	Banner-Univ Med Center South Campus LLC	\$1,215.19
16276	03/09/2017	English, Ann S.	\$731.91	16353	03/14/2017	Bisbee, City of (Ambulance)	\$1,042.67
16277	03/09/2017	First Glass	\$287.38	16354	03/14/2017	Cable One	\$305.44
16278	03/09/2017	Geodesy	\$10,000.00	16355	03/14/2017	Center for Disease Detection, LLC	\$436.00
16279	03/09/2017	German, Gloria G.	\$150.00	16356	03/14/2017	CenturyLink	\$300.00
16280	03/09/2017	Gignac, Judith	\$25.92	16357	03/14/2017	CODAC Health, Recovery & Wellness, Inc.	\$450.00
16281	03/09/2017	Granite Construction Company	\$2,254.97	16358	03/14/2017	Contract Pharmacy Services, Inc.	\$4,483.21
16282	03/09/2017	Green, Patty J.	\$300.00	16359	03/14/2017	Copper Queen Community Hospital	\$4,738.48
16283	03/09/2017	Harper, Vicky	\$250.00	16360	03/14/2017	Copper Queen Med Associates	\$102.00
16284	03/09/2017	Hill Brothers Chemical Co.	\$217.81	16361	03/14/2017	Deluxe Business Forms	\$86.02
16285	03/09/2017	Hopper Jr., Albert N	\$3,310.00	16362	03/14/2017	Harris Systems USA, Inc.	\$8,910.00
16286	03/09/2017	Hubble, Anthony D	\$250.00	16363	03/14/2017	Hatfield Funeral Home	\$320.00
16287	03/09/2017	Interstate Battery	\$1,526.16	16364	03/14/2017	Jensen's Sierra Vista Mortuary	\$1,280.00
16288	03/09/2017	JWS Web Design LLC	\$900.00	16365	03/14/2017	K12 Handhelds, Inc.	\$1,789.77
16289	03/09/2017	Kusian, Charles C.	\$200.00	16366	03/14/2017	Lehigh Safety Shoes	\$625.30
16290	03/09/2017	Kuttner, Barbara L	\$27.00	16367	03/14/2017	Med Diagnostic Imaging Group	\$547.51
16291	03/09/2017	Maddux & Sons Inc	\$2,532.19	16368	03/14/2017	Mindful Lactation LLC	\$170.00
16292	03/09/2017	McEvoy, Daniels & Darcy, P.C.	\$275.00	16369	03/14/2017	OCLC Online Computer Library Center, Inc.	\$436.95
16293	03/09/2017	Merle's Automotive Supply, Inc.	\$363.85	16370	03/14/2017	Office of Vital Records	\$4,430.00
16294	03/09/2017	NEOGOV	\$13,173.00	16371	03/14/2017	OfficeMax North America Inc.	\$471.78
16295	03/09/2017	Prudential Overall Supply	\$163.31	16372	03/14/2017	Pima Heart Physicians PC	\$1,179.93
16296	03/09/2017	Pueblo Mechanical & Controls, Inc.	\$248.14	16373	03/14/2017	Porta-Pot	\$750.75
16297	03/09/2017	Purcell's Western State Tire Company	\$2,962.87	16374	03/14/2017	Public Safety Retirement Syst	\$13,115.00
16298	03/09/2017	RevolutionaryText, LLC	\$6,316.67	16375	03/14/2017	Recorded Books, LLC	\$159.89
16299	03/09/2017	Rocco, Tracey	\$26.84	16376	03/14/2017	Sedillos, Lorna Gries	\$200.00
16300	03/09/2017	Rodriguez, Shari A.	\$150.00	16377	03/14/2017	South East AZ Legal Support (SEALS)	\$3,055.25
16301	03/09/2017	RWC International, LTD	\$1,186.59	16378	03/14/2017	Sparkletts	\$224.03
16302	03/09/2017	Schlesinger, Aaron	\$279.00	16379	03/14/2017	Tank Solutions	\$351.00
16303	03/09/2017	Senergy Petroleum LLC	\$5,025.41	16380	03/14/2017	The Bisbee Observer LLC	\$131.67
16304	03/09/2017	Southwest Disposal LC	\$200.02	16381	03/14/2017	Tyler Technologies, Inc.	\$4,250.00
16305	03/09/2017	Southwest Hazard Control Incorporated	\$3,551.42	16382	03/14/2017	UniFirst Corporation	\$334.66
16306	03/09/2017	Sparkletts	\$58.11	16383	03/14/2017	United Fire Equipment Co	\$265.07
16307	03/09/2017	St. Patrick Church	\$900.00	16384	03/14/2017	Valley Telephone Coop, Inc.	\$473.65
16308	03/09/2017	Sulphur Springs Valley Electric Coop, Inc.	\$122.76	16385	03/14/2017	West Press	\$1,832.66
16309	03/09/2017	Thomson West	\$903.72	16386	03/14/2017	Wright, Carrie Barbara	\$66.27
16310	03/09/2017	Titan Machinery Inc.	\$16.95	16387	03/14/2017	Norris, Dianna L	\$16.81
16311	03/09/2017	Trailer Company Inc (The)	\$14,360.24	16388	03/14/2017	Pitney Bowes Reserve Account	\$10,000.00
16312	03/09/2017	Trinity Services Group, Inc.	\$5,477.60	16389	03/14/2017	Sharp, Mandy Dawn	\$25.51
16313	03/09/2017	UniFirst Corporation	\$1,783.53	16390	03/14/2017	Gierlach, Marian Baker	\$52.38
16314	03/09/2017	United Fire Equipment Co	\$300.00	16391	03/14/2017	Grijalva, Carlos F	\$135.00
16315	03/09/2017	Valley Telephone Coop, Inc.	\$115.95	16392	03/14/2017	Lacombe, Kathleen A.	\$147.42
16316	03/09/2017	Verizon Wireless	\$10,453.58	16393	03/14/2017	Maddux, Catherine C.	\$84.24
16317	03/09/2017	Waddell Kennels	\$15,130.00	16394	03/14/2017	McLane, Jody A	\$34.00
16318	03/09/2017	Waste Management of AZ, Inc.	\$324.21	16395	03/14/2017	Shinn, Charles	\$238.14
16319	03/09/2017	Waxie Sanitary Supply	\$383.07	16396	03/14/2017	Shiple, Rita	\$139.02
16320	03/09/2017	Weems, Elizabeth Annette	\$150.00	16397	03/14/2017	Wright, Kimber Lee	\$191.34
16321	03/09/2017	Wick Communications	\$227.50	16398	03/15/2017	Burse & Associates, P.C.	\$235.41
16322	03/09/2017	Wick Communications	\$565.36	16399	03/15/2017	Cochise County/Sheakley/National Bank	\$1,203.26
16323	03/09/2017	Willcox, City of	\$136.57	16400	03/15/2017	ECMC	\$263.03
16324	03/09/2017	Zumar Industries Inc	\$12,918.91	16401	03/15/2017	Licking County CSEA	\$178.61
16325	03/09/2017	Cochise County Treasurer	\$4,085.12	16402	03/15/2017	NYS Child Support Processing Center	\$32.00
16326	03/09/2017	Cochise County Treasurer	\$1,294.66	16403	03/15/2017	Pre-paid Legal Services, Inc. dba LegalShield	\$1,475.32
16327	03/09/2017	Lindsay, Laura	\$79.00	16404	03/15/2017	Support Payment Clearinghouse	\$5,957.49
16328	03/09/2017	Shaughnessy, Kathleen A	\$207.22	16405	03/15/2017	U.S. Department of Education	\$133.48

16406	03/15/2017	U.S. Department of Education	\$157.62	16484	03/16/2017	Brown, William	\$29.16
16407	03/16/2017	ACT Environmental, Inc.	\$3,750.00	16485	03/16/2017	Circle K Store	\$16.81
16408	03/16/2017	Amanda Baillie - Freelance Writer	\$127.42	16486	03/16/2017	Lemon-Blanchard, Suzanne	\$4.36
16409	03/16/2017	AZ Department of Corrections	\$421.00	16487	03/16/2017	Lumiere, Monica P.	\$130.00
16410	03/16/2017	AZ Med Waste, LLC	\$145.00	16488	03/16/2017	New Day Recovery	\$375.00
16411	03/16/2017	AZ Public Service - APS	\$377.63	16489	03/16/2017	Sierra Vista Magistrate Court	\$40.00
16412	03/16/2017	AZ Supreme Court	\$34,206.00	16490	03/16/2017	Upshaw, Janine	\$248.88
16413	03/16/2017	AZ Water Company	\$78.29	16491	03/16/2017	Wolslagel, Merrie E.	\$144.50
16414	03/16/2017	AZ Prosecuting Attor Advisory Council APAAC	\$1,309.00	16492	03/16/2017	Zucco, Lori	\$36.72
16415	03/16/2017	B&S Supply Co, Inc	\$1,356.47	16493	03/16/2017	Bergquist, Richard	\$65.88
16416	03/16/2017	Baldenegro, Ricardo J.	\$100.00	16494	03/16/2017	Borer, Thomas Edward	\$57.02
16417	03/16/2017	Banner-Univ Med Center Tucson Campus LLC	\$2,112.62	16495	03/16/2017	Brauchla, Gary	\$126.98
16418	03/16/2017	Banner-Univ Physicians Healthcare, Inc.	\$2,625.00	16496	03/16/2017	Edie, Patricia Ann	\$37.85
16419	03/16/2017	Benson, City of	\$289.78	16497	03/16/2017	Gregan, Wayne	\$65.66
16420	03/16/2017	Bisbee Napa	\$208.36	16498	03/16/2017	Jolly, Dean R	\$58.32
16421	03/16/2017	Bisbee, City of	\$8,077.72	16499	03/16/2017	MacMasters, Cheyenne Katie	\$110.16
16422	03/16/2017	Bob Barker Company, Inc.	\$426.40	16500	03/16/2017	Martzke, James F.	\$134.38
16423	03/16/2017	Canyon Vista Med Center	\$7,233.00	16501	03/16/2017	Miller, Carmen J.	\$101.74
16424	03/16/2017	Centerline Supply West Inc	\$4,751.25	16502	03/16/2017	Nelson, Anita	\$99.47
16425	03/16/2017	City of Sierra Vista	\$934.81	16503	03/16/2017	Riggs, Karen C.	\$51.00
16426	03/16/2017	Cochise County Justice Court #3	\$65.00	16504	03/16/2017	Watkins, Nathan F.	\$25.92
16427	03/16/2017	Copper Queen Community Hospital	\$1,526.55	16505	03/16/2017	AZ Department of Admin-Risk Management	\$5,210.54
16428	03/16/2017	Cordova, Jesus Elisandro	\$150.00	16506	03/20/2017	Verizon Wireless	\$10,336.36
16429	03/16/2017	Crafco, Inc.	\$4,464.60	16507	03/21/2017	Alphagraphics	\$49.15
16430	03/16/2017	Dease, Iona	\$720.00	16508	03/21/2017	Amazon.com LLC	\$138.17
16431	03/16/2017	Empire Southwest LLC	\$5,214.96	16509	03/21/2017	AZ Department of Corrections	\$727.28
16432	03/16/2017	Evans, Ria S.	\$15.00	16510	03/21/2017	AZ Department of Revenue	\$175.69
16433	03/16/2017	FasPsych, LLC	\$3,510.00	16511	03/21/2017	AZ Waste Oil Service, Inc.	\$1,000.00
16434	03/16/2017	Federal Express Corporation	\$218.35	16512	03/21/2017	Baker & Taylor, Inc.	\$1,041.71
16435	03/16/2017	Gasper, Jo Ann	\$46.44	16513	03/21/2017	Banner-Univ Physicians Healthcare, Inc.	\$500.00
16436	03/16/2017	Gignac, Judith	\$25.38	16514	03/21/2017	Bisbee Napa	\$1,906.29
16437	03/16/2017	Healthcare Innovations, Inc.	\$1,547.31	16515	03/21/2017	Bisbee Towing	\$125.00
16438	03/16/2017	Interwest Safety Supply, Inc.	\$5,913.27	16516	03/21/2017	Cameron Udall Attorney At Law	\$1,587.50
16439	03/16/2017	IronHawk Elevator LLC	\$2,435.45	16517	03/21/2017	Cengage Learning, Inc.	\$339.74
16440	03/16/2017	Jensen's Sierra Vista Mortuary	\$500.00	16518	03/21/2017	CenturyLink	\$68.70
16441	03/16/2017	Jimenez, Elizabeth Sarah	\$2,231.25	16519	03/21/2017	City of Sierra Vista	\$10,350.16
16442	03/16/2017	Law Offices of Christopher Hitchcock	\$700.00	16520	03/21/2017	Cochise County Justice Court #2	\$50.00
16443	03/16/2017	Legend Technical Services, Inc.	\$57.00	16521	03/21/2017	Cochise County Justice Court #4	\$32.00
16444	03/16/2017	Little Caesars	\$47.34	16522	03/21/2017	DeGrazia Law Office	\$1,050.00
16445	03/16/2017	Med Diagnostic Imaging Group	\$19.41	16523	03/21/2017	Flores, Juan P	\$3,669.28
16446	03/16/2017	Melissa A. King-Marvin, LPC	\$195.00	16524	03/21/2017	Griffith, David B. Esq.	\$11,900.00
16447	03/16/2017	MME Consulting Services LLC	\$150.00	16525	03/21/2017	John William Lovell, PC	\$1,455.00
16448	03/16/2017	Nguyen, Nga	\$570.96	16526	03/21/2017	Kelly, Peter A.	\$4,378.98
16449	03/16/2017	Nyander, Penny Sue	\$985.60	16527	03/21/2017	Law Office of Donielle Wright	\$4,200.00
16450	03/16/2017	Pavex Corporation	\$48,263.80	16528	03/21/2017	Law Office of Janelle A. McEachern	\$1,150.00
16451	03/16/2017	Pima County	\$87,500.00	16529	03/21/2017	Law Office of Joan M Sacramento	\$4,100.00
16452	03/16/2017	Prudential Overall Supply	\$41.84	16530	03/21/2017	Law Office of Stephanie C. Stoltman	\$1,200.00
16453	03/16/2017	Purcell's Western State Tire Company	\$6,072.19	16531	03/21/2017	Law Offices of Bourke & Swartz	\$6,137.08
16454	03/16/2017	Quarles Art	\$1,600.00	16532	03/21/2017	Law Offices of Harriette P Levitt, PLLC	\$345.00
16455	03/16/2017	Reed, Cynthia - Court Reporter	\$355.60	16533	03/21/2017	Law Offices of Ruben Teran S.	\$3,089.14
16456	03/16/2017	RWC International, LTD	\$6,350.03	16534	03/21/2017	Legal Video Specialists, LLC	\$410.00
16457	03/16/2017	Schlesinger, Aaron	\$56.00	16535	03/21/2017	Lehigh Safety Shoes	\$455.19
16458	03/16/2017	Senergy Petroleum LLC	\$15,446.91	16536	03/21/2017	Lowell A. Jensen, PLLC	\$3,185.00
16459	03/16/2017	SHI International Corp.	\$106.10	16537	03/21/2017	Manch Law Firm PLLC	\$1,962.10
16460	03/16/2017	Shreve, Virginia	\$250.00	16538	03/21/2017	McGowan, Mark J.	\$4,010.00
16461	03/16/2017	Sierra Vista NAPA	\$89.84	16539	03/21/2017	Merle's Automotive Supply, Inc.	\$1,508.73
16462	03/16/2017	Sonora Behavioral Health	\$3,750.00	16540	03/21/2017	Mohawk Automotive Lifts S.W.	\$3,851.30
16463	03/16/2017	SourceHOV	\$52,251.33	16541	03/21/2017	Newt Fogal Sales Co.	\$5,360.22
16464	03/16/2017	Southwest Gas Corporation	\$13,145.41	16542	03/21/2017	Nina L. Caples, P.C.	\$322.50
16465	03/16/2017	Sparkletts	\$242.82	16543	03/21/2017	O'Rielly Chevrolet, Inc.	\$91.58
16466	03/16/2017	Sparkletts	\$10.28	16544	03/21/2017	OfficeMax North America Inc.	\$617.90
16467	03/16/2017	Stantec Consulting Services, Inc.	\$3,091.72	16545	03/21/2017	Prudential Overall Supply	\$316.54
16468	03/16/2017	Stericycle Inc.	\$1,202.47	16546	03/21/2017	Purcell's Western State Tire Company	\$4,656.04
16469	03/16/2017	Sulphur Springs Valley Electric Coop, Inc.	\$4,953.57	16547	03/21/2017	Rafael Malanga, PC	\$2,047.50
16470	03/16/2017	SunEdison Services	\$6,730.06	16548	03/21/2017	Recorded Books, LLC	\$715.85
16471	03/16/2017	Supplemental Health Care	\$1,053.00	16549	03/21/2017	Robert J. Zohlmann, Esq.	\$4,385.00
16472	03/16/2017	The SJ Anderson Company	\$196,796.21	16550	03/21/2017	Rothrock Investigations, LLC	\$970.95
16473	03/16/2017	Thomson West	\$1,154.52	16551	03/21/2017	RWC International, LTD	\$1,296.12
16474	03/16/2017	Trane U.S. Inc.	\$861.00	16552	03/21/2017	Schlievert, Scott W.	\$1,200.00
16475	03/16/2017	True West Publishing, Inc	\$1,441.50	16553	03/21/2017	Senergy Petroleum LLC	\$51,256.98
16476	03/16/2017	United Fire Equipment Co	\$2,356.32	16554	03/21/2017	Sparkletts	\$25.83
16477	03/16/2017	Waterfall, Econ, Caldwell, Hanshaw & Villamana	\$2,320.00	16555	03/21/2017	Sulphur Springs Valley Electric Coop, Inc.	\$967.32
16478	03/16/2017	Waxie Sanitary Supply	\$1,265.09	16556	03/21/2017	The Fleischman Law Firm, P.C.	\$800.00
16479	03/16/2017	West Press	\$1,060.83	16557	03/21/2017	The Law Office of Christopher W. Caine	\$4,800.00
16480	03/16/2017	Willcox Auto Parts Inc.	\$199.56	16558	03/21/2017	The Law Office of Robert Hicks, PLLC	\$400.00
16481	03/16/2017	WIST Office Products Co	\$566.38	16559	03/21/2017	The Law Offices of Tiffany Huffman Spiers	\$2,665.00
16482	03/16/2017	Zumar Industries Inc	\$813.54	16560	03/21/2017	Thorn Law Office	\$8,067.04
16483	03/16/2017	AZ Supreme Court	\$4,872.00	16561	03/21/2017	Udall Law Firm, LLP	\$657.70

16562	03/21/2017	UniFirst Corporation	\$251.84
16563	03/21/2017	Watson Chevrolet Inc	\$625.17
16564	03/21/2017	West Elsberry Longenbaugh & Zickerman,	\$1,299.56
16565	03/21/2017	Willcox Auto Parts Inc.	\$526.56
16566	03/21/2017	WR Ryan Company	\$5,444.41
16567	03/21/2017	Circle K Store	\$16.81
16568	03/21/2017	Cochise County Justice Court #5	\$168.06
16569	03/21/2017	Southland Utilities Company Incorporated	\$16.81
16570	03/21/2017	Trebilcock, Robert Esq.	\$6,525.00
16571	03/21/2017	US District Court	\$40.00

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/11/2017

Temporary Extension of Premises Liquor License for Gay 90's Bar

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve an application for a temporary Extension of Premises liquor license submitted by Mr. Leonel A. Urcadez for Gay 90's Bar located at 3856 S. Towner, Naco, AZ 85620 on April 23-24, 2017, for the Riders for Rehab event.

Background:

Mr. Urcadez has applied for a temporary Extension of Premises/Patio liquor license for Gay 90's Bar located at 3856 S. Towner, Naco, AZ 85620. The temporary extension is for April 23-24, 2017, for the Riders for Rehab event. The Sheriff's Office has no recommendation and Planning and Zoning has recommended approval of the application and is working with Mr. Urcadez on obtaining the proper permits for the proposed event. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

## Attachments

Application

Departmental Forms

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RECEIVED  
COCHISE COUNTY  
BOARD OF SUPERVISORS

MAR 31 11 4 29

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

DLIC USE ONLY

CSR:  
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Parcel #  
102-57-030

Series 6-Bar

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*  
\*\*Notice: Allow 30-45 days to process permanent change of premise\*\*

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

Temporary change (No Fee) for date(s) of: 4/23/17 through 4/24/17 list specific purpose for change:

1. Licensee's Name: Urcadez Leonel A License #: 06026071  
Last First Middle  
2. Mailing address: PO Box 614 Naco AZ 85626  
Street City State Zip Code  
3. Business Name: Gay Go's Bar  
4. Business Address: 3856 S Towner Naco AZ 85626  
Street City State Zip Code  
5. Email Address: Urcadez@yahoo.com  
6. Business Phone Number: 520-432-4677 Contact Phone Number: 520 432-2377

7. Is extension of premises/patio complete?  
 N/A  Yes  No If no, what is your estimated completion date? \_\_\_/\_\_\_/\_\_\_

8. Do you understand Arizona Liquor Laws and Regulations?  
 Yes  No

9. Does this extension bring your premises within 300 feet of a church or school?  
 Yes  No

10. Have you received approved Liquor Law Training?  
 Yes  No

11. What security precautions will be taken to prevent liquor violations in the extended area?  
Employer's People at The event

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

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

Barriers will be put up

Approval  Disapproval by DLLC: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**Notary**

I, (Print Full Name) LEONEL UREADEZ, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) [Signature]  
Controlling Person / Agent

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

31<sup>st</sup> of March 2017  
Day Month Year

My commission expires on: \_\_\_\_\_

[Signature]  
Signature of NOTARY PUBLIC



**GOVERNING BOARD**

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

Approval  Disapproval

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Agency \_\_\_\_\_ Date \_\_\_\_\_

**DLLC USE ONLY**

Investigation Recommendation:  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Director Signature required for Disapprovals: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_



# BERSERKERS MC



## RIDERS FOR

## REHAB

april 23 12pm till ??  
food, raffles, 50/50

3865 s towner naco

10 person 15 couple



Lumber & Hardware



GAY 90S BAR

SOUTH BY SOUTHWEST  
FLOORING

ALTERNATIVE COUNCILING  
SERVICES

LOCAL TELCO EMPLOYEES  
proceeds to benefit the verhelst  
house

live music by one ghost, ciocada, and  
more

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

**For internal use only:**

- Restaurant/Hotel-Motel
- Club/Government
- Transfer of Premises

### APPLICANT INFORMATION

Applicant Name: Leonel A. Urcadez Address: 3856 S. Towner  
 Business Name: Gay 90's Bar City/Zip: Naco/85620  
 Liquor License #: 06020071 Parcel #: 102-57-030  
 Ownership Type: Limited Liability Corporation Liquor License  Temporary Extension of Premise  
 Partner(s): n/a Liquor License

### TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: N/A, this application is exempt from the 300 foot rule, Special Event, no posting required.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

### OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y  N  Zoning: GB – General Business  
 Use permitted by P&Z? Y  N  Permit#: 17-0366, Pending Issuance  
 Date Permit Issued: Pending Use Permitted: Temp Use – Event of Public Interest  
 If use not permitted, is it LNC? Y  N  Year LNC Established: 1931-Bar/Tavern

The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

The Planning Department is currently working with the property owner on obtaining the proper permits for the proposed event.

Name: Dora V Flores Title: Zoning Administrator  
 Signature: Dora V Flores Date: April 6, 2017  
 Contact phone: 520.432.9300 Email: Dflores@cochise.az.gov

Return completed form with any attachments by: 4/7/17

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Leonel A. Urcadez Address: 3856 S. Towner  
Business Name: Gay 90's Bar City/Zip: Naco/85620  
Liquor License #: 06020071 Parcel #: 102-57-030  
Ownership Type: Limited Liability Corporation Liquor License  Temporary Extension of Premise Liquor License   
Partner(s): None

## TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: No significant incidents noted within the past five years at this location.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

Disapproval

No Recommendation

Name: Sam Farris

Title: Operations Commander

Signature: 

Date: 04/04/2017

Contact phone: 520-353-6073

Email: sfarris@cochise.az.gov

Return completed form with any attachments by: 4/7/17

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/11/2017

Approve Proclamation: Declare April 9-15, 2017 as Public Safety Telecommunicators Week

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

# of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a Proclamation declaring the week of April 9-15, 2017 as Public Safety Communicators Week in Cochise County.

Background:

Cochise County's proclamation attached.

Department's Next Steps (if approved):

File Cochise County's Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send an original of the Proclamation to the Sheriff's Office, Attn: Carol Capas.

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

Proclamation



# Cochise County Board of Supervisors

Public Programs...Personal Service  
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**ANN ENGLISH**  
Chairman  
District 2

**EDWARD T. GILLIGAN**  
County Administrator

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

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

**PEGGY JUDD**  
Supervisor  
District 3

## PROCLAMATION

### National Public Safety Telecommunicators Week April 9-15, 2017

**WHEREAS**, emergencies can occur at anytime that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our public safety officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Cochise County Sheriff's Office communications center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our public safety officers by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS**, Public Safety Telecommunicators of the Cochise County Sheriff's Office have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE, BE IT RESOLVED THAT WE**, the Cochise County Board of Supervisors, do hereby proclaim the week of April 9 through 15, 2017 to be National Public Safety Telecommunicators Week in Cochise County in honor of the men and women whose diligence and professionalism keep our County and citizens safe.

**APPROVED AND ADOPTED** this 11<sup>th</sup> day of April 2017.

\_\_\_\_\_  
Ann English, Chairman

\_\_\_\_\_  
Patrick G. Call, Vice-Chairman

\_\_\_\_\_  
Peggy Judd, Supervisor

**Regular Board of Supervisors Meeting**

**Community Development**

**Meeting Date:** 04/11/2017

Approve RFQ 17-15-HFP-04 for On Call Survey and Mapping Services

**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 the award of Request for Qualifications (RFQ) 17-15-HFP-04 for On Call Survey and Mapping Services to establish a qualified list of three firms to perform topographic and boundary surveys, construction staking services, global positioning system surveys, geographic information system data collection and aerial photography and mapping services for the Community Development, Highway and Floodplain Division.

**Background:**

Request for Qualifications RFQ 17-15-HFP-04 was prepared and released on December 5, 2016, the solicitation was advertised in the Arizona range News on December 14 and 21, 2016. The RFQ was posted on the County and Public Purchase websites, 375 consultants were notified by e-mail. Thirteen responses were received prior to the closing date and time of January 18, 2017 at 3:00 p.m.

An evaluation panel consisting of four personnel from the Community Development Department evaluated and scored the submittals received in accordance with the evaluation criteria outlined in the RFQ. The list will be valid for a one year period with the option to extend the agreement for four additional one year periods. An evaluation score sheet is attached, the three firms that are recommended for approval for the on call list are:

- Gilbert Technical Services, Sierra Vista, AZ
- Michael Baker International, Phoenix, AZ
- Rick Engineering Company, Tucson, AZ

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

Execute Professional Service Agreements for services on an as needed basis.

**Impact of NOT Approving/Alternatives:**

The Procurement Department would be required to issue an RFQ every time there was a project that required land surveying and mapping services. Decreasing customer services and increasing administrative time and money.

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

No action required.

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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):**

The Highway and Floodplain Division has budgeted sufficiently for these services in the FY 16/17 work plan in fund line 251-4010-9-421.600

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**Attachments**

Evaluation Score Sheet

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**Evaluation Scores – RFQ 17-15-HFP-04- Survey and Mapping Services**

Contractor	Evaluator A	Evaluator B	Evaluator C	Evaluator D	TOTAL SCORE
Gilbert Technical Services – Sierra Vista, AZ	91	85	90	93	359
Michael Baker Intl. – Phoenix, AZ	86	85	90	93	354
Rick Engineering Co. – Tucson, AZ	87	83	90	88	348
Alta Land Survey – Tucson, AZ	88	83	82	90	343
Darling Geomatics – Tucson, AZ	86	80	93	82	341
Bowman Consulting – Safford, AZ	87	82	80	90	339
Psomas – Phx, AZ	79	81	89	89	338
EPS Group – Tucson, AZ	84	78	87	88	337
Urban Engineering – Tucson, AZ	72	81	91	90	334
Shepard Wesnitzer, Inc. – Flagstaff, AZ	70	82	92	86	330
Souder Miller & Assoc. – Safford, AZ	88	83	68	89	328
Cardo – Phoenix, AZ	80	83	73	87	323
Sunrise Engineering – Mesa, AZ	78	76	86	80	320

## Community Development

## Regular Board of Supervisors Meeting

Meeting Date: 04/11/2017

Appoint Steven Klump to the Public Lands Advisory Committee, District 3

Submitted By: Paul Esparza, Community Development

Department: Community Development Division: Planning &amp; Zoning

Presentation: No A/V Presentation Recommendation: Approve

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

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

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

## Information

## Agenda Item Text:

Approve the appointment of Mr. Steven Klump to the Public Lands Advisory Committee, District 3, for a two-year term beginning July 1, 2016 and ending on June 30, 2018.

## Background:

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

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

Send appointment letter and administer the oath of office to Mr. Klump as outlined in BOS staff follow-up.

## Impact of NOT Approving/Alternatives:

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

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

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

## Attachments

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 04/11/2017

Law Day Proclamation

**Submitted By:** Andrea Kelley, Court Administration

**Department:** Court Administration

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

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

**NAME of PRESENTER:** Eric Silverberg      **TITLE of PRESENTER:** Court Administrator

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve a proclamation to proclaim May 2, 2017 as Law Day in Cochise County.

**Background:**

WHEREAS Law Day has been annually proclaimed by the President of the United States since Dwight D. Eisenhower proclaimed the first Law Day on May 1, 1958;

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

Submit the presidential proclamation to BOS for reading during the Law Day event.

**Impact of NOT Approving/Alternatives:**

None

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

If approved, please send the signed copy to Eric Silverberg and have Ann English read the proclamation at the 2017 Law Day Event.

**Attachments**

Proclamation



# Cochise County Board of Supervisors

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**ANN ENGLISH**  
Chairman  
District 2

**EDWARD T. GILLIGAN**  
County Administrator

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

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Clerk of the Board

**PEGGY JUDD**  
Supervisor  
District 3

## PROCLAMATION

**Law Day  
May 2, 2017**

**WHEREAS**, Law Day is an occasion of public acknowledgement of our Nation's and Arizona's heritage of justice, liberty and equality under the law;

**WHEREAS**, the Fourteenth Amendment in the nearly century and a half that has elapsed since its ratification has greatly expanded the constitutional protections available to all through its clauses guaranteeing due process and equal protection;

**WHEREAS**, the Fourteenth Amendment has served as the basis of and inspiration for landmark civil rights legislation and court decisions protecting and advancing the rights of Americans;

**WHEREAS**, promoting public understanding of our constitutional rights are an important component in the civic education of the citizens of the United States and of the County of Cochise; and

**WHEREAS**, the American Bar Association has designated the 2017 Law Day theme as "The Fourteenth Amendment: Transforming American Democracy";

**WHEREAS** Law Day 2017, is commemorated in Cochise County this year at Willcox High School;

**NOW THEREFORE**, we the **Cochise County Board of Supervisors**, declare **May 2, 2017**, to be Law Day in Cochise County.

**APPROVED AND ADOPTED** this 11th day of April 2017.

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Ann English, Chairman

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Patrick G. Call, Vice-Chairman

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Peggy Judd, Supervisor

**Regular Board of Supervisors Meeting**

**Meeting Date:** 04/11/2017

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**

**Consent 8.  
Housing Authority**

**Meeting Date:** 04/11/2017

Housing Resolution for Plans FY 2017

**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

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Adopt Resolution 17-04 adopting the AZ034 Streamlined Annual and Section 8 Housing Choice Voucher Administrative Plans for Fiscal Year 2017.

**Background:**

Resolution must be adopted by the Board in order for the administrative and annual plan to be completed by the Housing Authority Department.

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

Send a copy of the fully executed resolution to Anita Baca, Housing Director.

**Impact of NOT Approving/Alternatives:**

n/a

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

n/a

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

Resolution



**RESOLUTION 17-\_\_**

**ADOPTING THE AZ034 THE STREAMLINED ANNUAL AND SECTION  
8 HOUSING CHOICE VOUCHER ADMINISTRATIVE PLANS FOR  
FISCAL YEAR 2017**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires the Housing Authority of Cochise County (HACC) to submit an Annual Plan and prepare an Administrative Plan; and

**WHEREAS**, HACC has prepared AZ034 Annual Plan in accordance with all HUD regulations and requirements, and has prepared an Administrative Plan for Fiscal Year 2017; and

**WHEREAS**, the AZ034 Annual Plan and Administrative Plan have been properly posted and an appropriate public hearing has been held,

**NOW, THEREFORE, BE IT RESOLVED** that the Cochise County Board of Supervisors approves the Annual and Administrative Plans for Fiscal Year 2017.

**PASSED AND ADOPTED** by the Cochise County Board of Supervisor this 28th day of March 2017.

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Ann English, Chair  
Cochise County Board of Supervisors

**ATTEST:**

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Arlthe Rios, Clerk of the Board

**APPROVED AS TO FORM:**

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Lauri J. Owen, Civil Deputy  
County Attorney

**Regular Board of Supervisors Meeting**

9.

**Meeting Date:** 04/11/2017

Contract

**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:**

**NAME of PRESENTER:**

**TITLE of PRESENTER:**

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

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

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve Contractor Agreement with Interim Public Management, LLC to Provide the County with an Interim Planning Director through October 12, 2017.

**Background:**

n/a

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

n/a

**Impact of NOT Approving/Alternatives:**

n/a

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

n/a

---

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

Agreement

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## **CONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made and entered into this of April, 2017, by and between the COCHISE COUNTY, an Arizona municipal corporation (“County”), and Interim Public Management, LLC, an Arizona limited liability company (“Contractor”), to provide various professional executive level consultants on an as needed basis.

**WHEREAS**, County desires to retain Contractor to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

**WHEREAS**, in procuring these services, the County has complied with the procedures set forth in the Cochise County’s County Code and is utilizing the City of Maricopa Arizona’s Cooperative Use of Contract RSOQ # 17-CM09272016,

**NOW, THEREFORE**, County agrees to retain and does hereby retain Contractor and Contractor agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. **CONTRACTOR’S DUTIES**: Contractor agrees to provide various executive level consultants on an as needed basis, as more specifically set forth in each Exhibit, which are attached hereto and incorporated herein by reference (“Services”).

For each engagement hereunder, a description of the services to be provided, the expected start date, fees and expenses, and other details regarding the services shall be set forth in a schedule to this Agreement signed by the County Manager and IPM. Each of the individuals to be provided by Contractor to perform services shall be referred to herein as a “Consultant” and collectively as “Consultants.” If the County is not satisfied with any Consultant, the County may request that Contractor replace such Consultant.

2. **COMPENSATION**: In accordance with the terms and conditions of this Agreement, County shall compensate Contractor for its services as follows:

See attached Exhibit, which is incorporated into this Agreement.

- a. Should County request additional services beyond those specified in Section 1, Contractor shall charge, and County shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the

party responsible thereof. Unless otherwise provided in this Agreement, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

- b. If at any time during the term of the Agreement or the applicable Exhibit, Schedule or Contract Amendment or within one (1) year thereafter the County hires, contracts with or engages in any way, directly or indirectly, with any individual that has been provided by Contractor to provide Services to the County under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the County (other than through Contractor), the County hereby agrees to pay Contractor an Engagement Fee equal to 20.08% of the annualized salary, fees or other compensation to be paid to or for the benefit of such individual, payable to Contractor at the time of such engagement of such individual's services.

3. TERM: This Agreement shall be effective upon approval by the County and the Contractor. This Agreement shall remain in effect until terminated pursuant to the provisions provided hereunder, however specific engagements detailed in attached exhibits to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term. If the duration of this Agreement is found to be unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate.

4. CONTRACTOR BILLING: Contractor shall bill County bi-monthly on a time basis. County shall pay such billings within fifteen (15) days of the date of receipt of the Contractor's invoice.

5. COUNTY'S STANDARD OF PERFORMANCE: County shall furnish the Contractor with all data, information and other supporting services necessary for Contractor to provide the services provided for herein.

6. CONTRACTOR'S STANDARD OF PERFORMANCE: While performing the services, Contractor and any Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's or Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall be responsible for all errors and omissions Contractor or any Consultant commits in the performance of this Agreement that are a breach of this standard.

7. CONFIDENTIALITY: Contractor, and any Consultants or individuals hired by Contractor to perform the services under this Agreement, shall keep any information concerning County matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without

limitation any media source, in relation to the project or the services to be provided under this Agreement without the prior written consent of County. Contractor, and any Consultants or individuals hired by Contractor, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning County matters during and after this Agreement.

8. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to County:

Cochise County  
Attn: County Administrator  
1415 Melody Lane  
Bisbee, AZ 85603

If to Contractor:

Interim Public Management, LLC  
Attn: Tim Pickering  
16868 North Stoneridge Court  
Fountain Hills, AZ 85268

9. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Contractor shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Contractor shall deliver to County all work in any state of completion at the date of effective termination.

10. SUBCONTRACTORS: Contractor agrees that it is as fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relations between any Consultant, subcontractor and County.

11. RECORDS: Records of Contractor's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to County for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by County personnel during regular business hours.

12. INSURANCE.

12.1. General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter-stipulated

minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the County. Failure to maintain insurance as specified herein may result in termination of this Agreement at County's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, County does not represent that coverage and limits will be adequate to protect Contractor. County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the County, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by County, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the County as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the County, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the

policy limits provided to the County. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement with the Subcontractor containing the indemnification provisions and insurance requirements (unless waived by County in County's sole discretion) set forth herein protecting County and Contractor. Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor shall furnish County with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, County shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

(1) The County, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

- a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- b. Auto Liability - Under ISO Form CA 2048 or equivalent.
- c. Excess Liability - Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the County, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

///

## 12.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the County, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the County, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability (Errors and Omissions Liability). Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Work performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

13. RIGHT OF COUNTY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply County is obligated to obtain the services described herein with only this particular Contractor.

14. UNCONTROLLABLE FORCES: County and Contractor shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

15. INDEMNIFICATION:

15.1 By Contractor: Except as otherwise provided herein, to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the performance of work under this Agreement by Contractor, or any of Contractor's employees, agents or subContractors, and from all claims by Contractor's employees, subContractors and agents for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that County may have benefited from their services. This indemnification provision shall only apply to any and all grossly negligent acts or omissions, willful misconduct or grossly negligent conduct, whether active or passive, on the part of Contractor or Contractor's employees, subContractors or agents. This section shall survive the expiration or early termination of the Agreement.

15.2 By County: Except as otherwise provided herein, to the fullest extent permitted by law, County shall defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with any act or omission of County, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the County's obligations under this Agreement. The County shall also defend, indemnify, and hold Contractor, its officers and its employees, agents and subconsultants harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the acts of Contractor or its employees, agents, or subconsultants while acting within the course and scope of providing services to County under this Agreement; provided, however, that this indemnification shall not apply to any grossly negligent acts or omissions, willful misconduct or grossly negligent conduct whether active or passive, on the part of Contractor. This section shall survive the expiration or early termination of the Agreement.

16. WAIVER OF TERMS AND CONDITIONS: The failure of County or Contractor to insist in any one or more instances on performance of any of the terms or conditions of this

Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of County, and County shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall be responsible for providing proper compensation to its employees and all other Contractor representatives per Contractor's agreed terms in each Exhibit, Schedule or Contract Amendment, and no employee or contractor of Contractor shall be entitled to or have any right to demand salary, wages, benefits, employment or income taxes, reimbursements, workers compensation coverage, retirement, insurance or any other benefit, compensation or remuneration directly from County, whether or not County affords any such payment or benefit to its employees. Notwithstanding the foregoing, if applicable County shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; County agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any employee of Contractor.

18. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Contractor and the County. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the County and Contractor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the County and Contractor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

19. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Cochise County, State of Arizona. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Contractor under this Agreement shall be and remain the property of County and shall be forwarded to County at any time County requires such papers.

21. LICENSES AND PERMITS: Contractor represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. Contractor understands that the activity described herein may constitute “doing business in the “County of Cochise County” and Contractor agrees to obtain any necessary business tax license of the County of Cochise County’s County Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate County limits, will invoke the same business tax regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any required business tax license. Failure of Contractor to obtain said permits prior to the commencement of its work shall constitute a breach of this agreement.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Contractor. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of County.

23. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between County and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

25. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

26. AMERICANS WITH DISABILITIES ACT: This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

27. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Contractor acknowledges, by signature to this agreement, that: Contractor is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Contractor's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

28. UNDOCUMENTED WORKERS: Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the County that the Contractor and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the County. The County retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Immigration Warranty. Contractor agrees to assist the County in regard to any such inspections. The County may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Immigration Warranty. Contractor agrees to assist the County in regard to any random verification(s) performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

29. NO KICK-BACK CERTIFICATION: Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the County Council or any employee of the County has an interest, financially or otherwise, in the Contractor's firm. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Contractor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

30. BOYCOTT OF ISRAEL: In signing this Agreement, Contractor certifies pursuant to ARS §35-393.01 that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**CONTRACTOR:**

**INTERIM PUBLIC MANAGEMENT, LLC**  
an Arizona limited liability company

By: \_\_\_\_\_  
Tim Pickering, President

**COCHISE COUNTY**  
an Arizona municipal corporation

By: \_\_\_\_\_  
Ann English, Chair

**ATTEST:**

By: \_\_\_\_\_  
Arlethe Rios, Clerk of the Board

## **EXHIBIT A**

County: Cochise County, Arizona

Services: Interim Planning Director

Expected Commencement Date for Engagement: April 12<sup>th</sup>, 2017

Expected Services Performance: Four-ten days per week, typically Monday through Thursday.

Fees: County shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

<u>Services Fees:</u>	The County shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services to the Town: \$3,977 per week, per Consultant or other IPM resource
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The Services Fees set forth above shall increase by five percent on January 1, 2018 and annually thereafter. Services Fees may be prorated by IPM as appropriate. If County expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, County hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until October 12, 2017 and shall continue month to month after said date if mutually agreed upon in writing. After, October 12<sup>th</sup>, 2017 this Schedule may be terminated either (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. It is understood and agreed that if for any reason the Consultant originally appointed cannot perform his duties, the County, in its sole discretion, may terminate this Agreement or request that Contractor provide a substitute. Should the County terminate the agreement without cause before October 12, 2017, County shall pay to IPM as a termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of County's early termination and October 12, 2017.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

**COUNTY: COCHISE COUNTY**

By: \_\_\_\_\_  
Ann English, Chair                      Date

**ATTEST:**

By: \_\_\_\_\_  
Arlethe Rios, Clerk of the Board

**AGREED TO AND ACCEPTED BY:  
INTERIM PUBLIC MANAGEMENT, LLC:**

By: \_\_\_\_\_  
Tim Pickering, CEO                      Date

**Regular Board of Supervisors Meeting**

**Meeting Date:** 04/11/2017

Approval of Whetstone Water Improvement District's Mail-Ballot Recall Election

**Submitted By:** Lauri Owen, County Attorney

**Department:** County Attorney

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

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Lauri Owen      **TITLE of PRESENTER:** Civil Deputy County Attorney

**Docket Number (If applicable):**

**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** A.R.S. § 16-558(A)

**Information**

**Agenda Item Text:**

Approve the request of the Whetstone Water Improvement District (WWID) to authorize a mail-ballot recall election, pursuant to A.R.S. § 16-558(A) and an Intergovernmental Agreement (IGA) with WWID for Election Services and Supplies.

**Background:**

Late last year, a recall election of three governing board members was initiated by voters in the Whetstone Water Improvement District (WWID). In order to save the WWID taxpayers' money, the WWID governing Board voted pursuant to A.R.S. § 16-225(D) to authorize a mail-ballot election. The WWID Board now needs the formal approval of the Cochise County Board of Supervisors in order to authorize the mail-ballot election.

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

N/A

**Impact of NOT Approving/Alternatives:**

The WWID would be required to hold a standard election, which would cost the District's taxpayers a great deal more money.

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

None.

**Attachments**

IGA

**INTERGOVERNMENTAL AGREEMENT  
FOR ELECTION SUPPLIES AND SERVICES**

**THIS AGREEMENT** is made and entered into this 11th day of April 2017, by and between COCHISE COUNTY (the COUNTY), a political subdivision of the State of Arizona, and the WHETSTONE WATER DISTRICT (the DISTRICT), located at 2424 N Calle Segundo, Huachuca City, Arizona 85616, for certain election supplies and services for the Special Recall Election scheduled for May 19, 2017;

**WHEREAS**, it is the mutual desire of the parties to provide citizens in the region with all necessary means and opportunity to participate in elections; and

**WHEREAS**, the COUNTY seeks to assist in the elections process by providing election supplies and services to cities, districts, or other governing bodies within the region; and

**WHEREAS**, the DISTRICT has by Resolution established that the Special Election for the Whetstone Water District will be conducted with no physical polling locations but as an “All Mail” elections (e.g., solely Vote by Mail / Early Ballots); and

**WHEREAS**, the parties have authority to enter into an intergovernmental agreement to provide for election supplies and services pursuant to A.R.S. § 11-952 (Intergovernmental Agreements), A.R.S. § 11-251(41) (County Lease of Personal Property), A.R.S. § 41-2632 (Cooperative Purchasing) and A.R.S. Title 16 (Elections and Electors), the parties agree as follows:

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

**1. COUNTY DUTIES.** The COUNTY agrees to provide the following election services:

A. Provide ballots, including when appropriate, addition of candidate names.

B. Administrative services to include the following:

1. Conduct logic and accuracy tests of programs and equipment;
2. Provide abstract of results of tabulation; and
3. Provide equipment and supplies.

C. Arrange for consulting services to include the following:

1. Programming of “PCBT test deck” for operation of tabulating equipment;
2. Printing ballot cards; and
3. Printing precinct register.

D. In-House programming services to include the following:

1. Ballot layout & design, all ballot styles;
2. Program the operation of the tabulating equipment; and
3. Program the operation of the election reporting module.

E. Prior to or within ten (10) working days after the Cochise County Elections Officer receives notice, pursuant to Paragraph 2(C), that the DISTRICT desires services, provide an estimate of the aggregate cost of the services and supplies.

**2. DISTRICT DUTIES.** The DISTRICT understands and agrees that:

- A. The DISTRICT retains the primary responsibility for insuring that its election is noticed, held, and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this agreement for any aspects of this election other than those that are expressly stated in Paragraph 1.
- B. For any specific election for which the DISTRICT desires services and supplies pursuant to this Agreement, the DISTRICT shall pay to the County the actual costs the COUNTY incurs or pays for its services.
- C. If a recount is necessary, the DISTRICT shall reimburse the COUNTY for administrative costs of conducting a recount.
- D. The DISTRICT shall pay the COUNTY in full within thirty (30) days of receiving the bill for the COUNTY’s services. Interest shall accrue on any unpaid balance at the rate of five (5) percent per month.

**3. TERM.** The term of this Agreement shall begin on April 1, 2017 and continue through the conclusion of the election, or until all services are provided and all monies owed are paid.

**4. INDEMNIFICATION.** To the extent permitted by law, each party to this agreement shall indemnify, defend, and hold harmless the other party, 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 results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control, or on its behalf.

**5. CANCELLATION DUE TO CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put

on notice that this Agreement is subject to cancellation by the a political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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

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

**8. 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.

**9. 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, and 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.

**10. 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.

**11. PUBLIC RECORDS LAW.** Notwithstanding any other provision of the agreement, the parties understand that they are each public entities and, as such, are subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

**12. NOTICE.** All written communications shall be addressed and mailed or personally served upon the parties, as follows:

To: COUNTY  
Cochise County Elections/  
Special Districts Department  
1415 Melody Lane  
Bisbee, AZ 85603

To: DISTRICT  
Whetstone Water Improvement District  
PO Box 4287  
Huachuca City, Arizona 85616

**13. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.

**14. SAVINGS CLAUSE.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

**15. AGREEMENT MODIFICATION.** This Agreement may only be modified in writing and must be signed by both parties or their duly authorized agents.

**16. WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents both parties to this agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

**17. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year set forth below.

**THE COUNTY**

COCHISE COUNTY, a political subdivision of the State of Arizona

By: \_\_\_\_\_

ANN ENGLISH  
Chairman, Board of Supervisors

Dated: \_\_\_\_\_

**THE DISTRICT**

WHETSTONE WATER IMPROVEMENT DISTRICT, a political subdivision of the State of Arizona, and Cochise County

By: \_\_\_\_\_

TIM SULGER  
Board Chairman

Dated: \_\_\_\_\_

**ATTEST:**

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

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

RE: Intergovernmental Agreement for election services and supplies between the Whetstone Water District and the County of Cochise for a special recall election to be held in May, 2017.

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Cochise County, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

COCHISE COUNTY ATTORNEY

By: \_\_\_\_\_  
Britt Hanson  
Deputy County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Whetstone Water Improvement District, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Lauri Owen  
Deputy County Attorney

**Action 11.  
Facilities**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 04/11/2017

Foothills Complex Renovation

**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) No. 17-17-FAC-04 for the renovation of the Foothills Complex to B-R Constructors, Inc., Huachuca City, AZ in the not to exceed amount of \$66,983.00 tax included.

**Background:**

IFB 17-17-FAC-04 was prepared and released on February 7, 2017, the solicitation was advertised in the Arizona Range News on February 8 and 15, 2017. The IFB was posted on the County and Public Purchase website, 207 contractors were notified. A job walk was held on February 28, 2017 with 11 contractors attending. Four bids were received by the IFB closing date of March 24, 2017 at 3:00 p.m., a bid tabulation is attached.

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

Execute contract, obtain certificate of insurance, issue notice to proceed and purchase order, schedule pre-construction meeting, monitor contractor performance.

**Impact of NOT Approving/Alternatives:**

The renovation of the Foothills Complex will not be completed.

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

Contracts for Board signature will be hand carried to the Clerk of the Board when signed copies are received from the contractor.

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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):**

The Facilities Department has budgeted sufficiently for this expenditure in the FY 16/17 work plan in the following fund line 100-2100-2110-421.00.

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**Attachments**

Bid Tabulation

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**COCHISE COUNTY**  
**PROCUREMENT DEPARTMENT**

IFB FOR: Foothill Complex Rnovation

IFB NO: 17-17-FAC-04

DUE DATE: 3-24-2017 @ 3:00 p.m.

BUYER: Terry Hudson

B-R Constructors, Inc.  
 Huachuca City, AZ

Dividend Homes &  
 Construction, LLC.  
 Sierra Vista, AZ

Grail Construction,  
 LLC. Tucson, AZ

Marsh Development, INC.  
 Huachuca, AZ

**Bid Grand Total**

**\$66,983.00**

**\$74,915.00**

**\$91,000.00**

**\$111,649.00**

<p><b>COCHISE COUNTY</b>  <b>PROCUREMENT DEPARTMENT</b></p> <p>IFB FOR: Foothill Complex Rnovation</p> <p>IFB NO: 17-17-FAC-04</p> <p>DUE DATE: 3-24-2017 @ 3:00 p.m.</p> <p>BUYER: Terry Hudson</p>	<p>B-R Constructors, Inc.          Huachuca City, AZ</p>	<p>Dividend Homes &amp;          Construction, LLC.          Sierra Vista, AZ</p>	<p>Grail Construction,          LLC. Tucson, AZ</p>	<p>Marsh Development, INC.          Huachuca, AZ</p>
<p><b>Bid Grand Total</b></p>	<p><b>\$66,983.00</b></p>	<p><b>\$74,915.00</b></p>	<p><b>\$91,000.00</b></p>	<p><b>\$111,649.00</b></p>

**Regular Board of Supervisors Meeting**

**Meeting Date:** 04/11/2017

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?:**

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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**

LPC Agenda

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# County Supervisors

A S S O C I A T I O N  
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009  
(602) 252-5521 fax: (602) 253-3227

Revised

**COUNTY SUPERVISORS ASSOCIATION  
LEGISLATIVE POLICY COMMITTEE  
AGENDA**

**April 7, 2017**

**Teleconference 1-866-228-9900**

**Access Code 326208#**

[Web Link](#)

**County Supervisors Association  
1905 W. Washington St.  
Phoenix, AZ**

9:00 a.m. Call to Order ~ *President Tommie Martin*

- A) Approval of the Minutes of the March 31, 2017, Legislative Policy Committee Meeting  
(*previously distributed*)
- B) State Budget Update
- C) CORP Reform: [SB 1442 corrections officer retirement plan; modifications](#) (*Lesko*) and  
[SCR 1023 corrections officer retirement plan](#) (*Lesko*)  
[*Please refer to Craig Sullivan's e-mail notice of April 5, 2017, of this added agenda item*]
- D) Legislative Updates
- E) Other Business
- F) Next Meeting Date and Time (*Friday, April 14, at 9:00 a.m.*) [PLEASE NOTE: APRIL 14 IS GOOD FRIDAY; THE CSA BOARD OF DIRECTORS MEETING WILL BE ON THURSDAY, APRIL 20, 2017]
- G) Adjourn



## County Supervisors Association of Arizona

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April 5, 2017

Members of the Arizona State Legislature  
Arizona State Capitol Complex  
1700 W Washington Street  
Phoenix, Arizona 85007

RE: CSA Urges Support for SB1442: Corrections Officer Retirement Plans; Modifications (*Sen. Lesko*) and SCR1023: Corrections Officer Retirement Plans (*Sen. Lesko*)

Dear Legislators:

The County Supervisors Association of Arizona (CSA) respectfully requests your support of SB1442 and SCR1023, which provides comprehensive reform for the Arizona Corrections Officer Retirement Plan (CORP). With a funded ratio of 53% and \$1.4 billion in unfunded liabilities, CORP is unsustainable and in dire need for reforms to ensure public entities can keep commitments to current employees and to provide retirement security for future employees.

Since 2002, the employer contribution rates for CORP have skyrocketed, rapidly increasing from 3.2% to 20.76%. Among counties, funded liability is as low as 49 per cent. As more taxpayer dollars are dedicated to pension liabilities, these demands strain existing resources and limit available funds for other essential public services. For example, increasing pension costs make it difficult to recruit and retain employees across all county functions, including detention and probation officers and other criminal justice personnel.

The combined effect of SB1442 and SCR1023 will stabilize contribution rates for the long-term, reduce the taxpayer and pension system exposure to financial risk and market volatility, and provide critical financial relief to counties across the state. Just as importantly, we believe this reform protects the commitments made to active employees and retirees, while providing sustainable reforms for new hires.

The County Supervisors Association of Arizona urges you to support SB1442 and SCR1023 to provide retirement security for current and future employees.

Sincerely,

Craig A. Sullivan  
Executive Director

## Summary of Proposed CORP Reform



### HIGHLIGHTS

The proposed CORP reform:

- would put the current CORP plan on the **path to solvency**;
  - CORP is currently only 53% funded, \$1.4 billion in unfunded liabilities
- would place new hires after 7/1/2018 in a retirement plan that will provide **better retirement security** for employees while minimizing financial risks to taxpayers;
- would nearly **eliminate the potential for new unfunded liabilities** once the current pension debt is paid off;
- would **replace the broken permanent benefit increase (PBI)** mechanism with a traditional COLA (replicating Prop 124 approach with PSPRS); and
- would place approximately **90% of new hires in a portable defined contribution plan** (the PSPRS Tier 3 Defined Contribution Plan).

### KEY REFORM ELEMENTS

#### *Improvements for Current Employees and Retirees*

- The PBI would be eliminated for all members and retirees, replaced with an up to 2.0% COLA, tied to regional CPI, and funded out of normal cost. (*same as PSPRS*)
- Proposed Constitutional amendment replicates Prop. 124 approach

#### *New Defined Contribution Plan for Corrections Hires After 7/1/2018*

- All new CORP hires as of July 1, 2018 that are not sworn probation/surveillance officers would be offered a defined contribution (DC) retirement benefit.
  - Employer Contribution: 5% of payroll
  - Employee Contribution: Default = 7% of pay, Minimum = 5%, Max = IRS limit
- Professionally managed, will use PSPRS Tier 3 DC plan
- DC disability & death benefits will provide an equivalent benefit for new hires relative to members in pension plan

#### *New Choice for Probation/Surveillance Hires After 7/1/2018*

- All new CORP hires as of July 1, 2018 that are sworn probation officers or surveillance officers would be offered a retirement benefit choice:
  - The Corrections Defined Contribution plan (same terms as above), or
  - A Tier 3-style defined benefit plan:
    - Uses stepped multiplier starting at 1.00% for 10.00-14.99 years of credited service, stepping up to 2.00% for 25+ years of credited service
    - Normal cost split: 33% employer | 67% employee
    - Unfunded liability amortization costs: 50% employer | 50% employee

- Adopts pensionable compensation cap of \$70,000 (indexed every three years to annualized growth in probation pay scales)
- Uses compounding COLA based on regional CPI with cap of 2.0% max, unless the funded ratio of the plan falls below 90%.
- No COLA will be issued in any year with a plan funded ratio below 70%.
- Increases minimum benefit eligibility age from 52.5 years old to 55 years old (actuarially equivalent benefit available at age 52.5)

## FISCAL IMPACT

### *Short-Term Cost Savings:*

- The aggregate employer contribution rate and total pension liabilities are immediately reduced under the proposed reform, relative to the current *Post-Hall* projection.
- The PBI to COLA change would also result in an immediate improvement in the funded ratio as measured by GRS (PSPRS' consulting plan actuary).

### *Long-Term Cost Neutrality:*

- In the long run, the proposed reform is essentially cost neutral on a normal cost basis, according to actuarial modeling by both GRS and Reason Foundation.
- By shifting most new CORP hires into a defined contribution plan, the proposed reform would **establish budget predictability** for employers and employees while **nearly eliminating all financial risk to taxpayers** over time.

## RISK REDUCTION FOR EMPLOYERS & TAXPAYERS

- The proposed reform would reduce risks over time by shifting the majority (90%) of CORP to a defined contribution plan.
  - By definition, there is **no possibility of new unfunded liabilities in a defined contribution plan**.
  - The reform would reduce the growth in accrued liabilities (total pension promises) by 67% by 2047 and then eventually level-off.
- The primary value of the reform from a solvency perspective is that it creates a long-term path to a scenario where CORP does not carry significant financial risks.
  - The reform **practically eliminates the potential for new unfunded liabilities to accrue for the next generation of workers** (since 90% of the plan would be DC).
- The proposed reform does not reduce the amount of pension benefits already promised — all of those still need to be paid and are exposed to underfunding, particularly if the PSPRS/CORP board does not make substantial changes to key actuarial assumptions.
  - With fewer liabilities exposed to underperforming asset risk, **total unfunded liability payments would be less under the proposed reform in an underperforming scenario** than under the baseline.

## BENEFIT IMPROVEMENTS FOR EMPLOYEES

- About 80% of correctional officers leave their job prior to the current 10-year pension vesting period, forfeiting the employer portion of their pension contributions.
  - Employees only get back their own pension contributions, with some interest.
  - Under the proposed reform, after three years employees will get to **keep 100% of both their own pension contributions and their employer's contributions.**
- The proposed reform creates a **portable benefit**, allowing newly hired employees to move their pension benefits anywhere (unlike the current pension plan).
- The reform creates **more beneficiary choices** for new employees.
  - Retirement benefits under reform could be passed on to any beneficiary.
  - Today, only spouses or minor children are entitled to a portion of the employee's pension.
- Adopting a defined contribution plan for new hires helps current employees and retirees in the existing CORP pension plan by **capping liabilities and improving the plan's solvency.**

### **Reason Foundation Pension Integrity Project Contacts**

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