



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, June 13, 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.

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 23, 2017.

Community Development

2. Approve an Intergovernmental Agreement (IGA) between Pima County and Cochise County for Cooperative Highway Maintenance of San Pedro River Road.

County Sheriff

3. Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for critical mission use of Aerial Solutions II Air Support effective June 15, 2017 to June 30, 2020.

Elections & Special Districts

4. Approve the appointment of the following persons as Precinct Committeemen for the Republican Party of Cochise County upon the recommendation of the Party Chair, Sue Mitchell: Precinct #29 SV Carmelita - Russalice Benton; Precinct #41 SV Village Meadows - Robert W. Boughan and Zanetta L. Boughan; Precinct #43 SV Yaqui - Charles R. Lemley.
5. Acknowledge the receipt of a certified copy of the official canvass of the Whetstone Water Improvement District recall election held on May 16, 2017.
6. Ratify the approval of the Intergovernmental Agreement (IGA) between the Cochise County Elections & Special Districts Department and the City of Douglas for Elections Supplies and Services effective on May 10, 2017 through the conclusion of the May 16, 2017 election.

Finance

7. Approve demands and budget amendments for operating transfers.

Health & Social Services

8. Approve renewal of Grant Agreement GRA-STATE-16-0785-01-Y3 for Child Care Health Consultant (CCHC) Program funded by First Things First between the Grantor and Cochise Health & Social Services in the amount of \$104,600 for the period of 07/1/17 – 06/30/18, which is an increase of \$2,340 from the \$102,260 at the end of FY 2016-17.

Procurement

9. Approve an Intergovernmental Agreement (IGA) between the County and the City of Bisbee for Procurement Services in the amount of \$40/hour effective June 13, 2017 with one year automatic renewals unless one of the parties notices the other party of the intention to terminate.

ACTION

Facilities

10. Approve cost proposal for the Bisbee Douglas International Airport in the not to exceed amount of \$136,270 to Armstrong Consultants, Inc. for engineering services for the reconstruction of BDI Taxiway A, AIP No. 3-04-0013-011-2016.

Finance

11. Adopt Resolution 17-08 to approve a change to the Public Safety Personnel Retirement System (PSPRS) amortization from 20 to 30 years.

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.

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

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

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 May 23, 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, May 23, 2017**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, May 23, 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; Britt W. Hanson, Chief Civil Deputy County
Present: Attorney; Arlethe G. Rios, Clerk of the Board

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

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman English opened the call to the public.

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

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

CONSENT

Chairman English noted that there had been two emails regarding item 7 and one email regarding item 9 that would be added as part of the record.

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 9, 2017.
2. Approve an application for a temporary Extension of Premises liquor license submitted by Mr. Keith Wilson for American Legion Post #52 located at 12 Theatre Drive, Sierra Vista, AZ 85635 on August 19, 2017, for the 13th Anniversary Poker Run event.
3. 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 Triangle T, 4190 Dragoon Road., Benson, AZ 85609 on July 29-30, 2017.

4. Ratify the adoption of Resolution 17-06 declaring a State of Emergency in Cochise County due to the effects of the Bisbee Fire.
5. Approve a letter of support to the U.S. Environmental Protection Agency (EPA) for an urgent request to maintain EPA's US-Mexico Border Water Infrastructure Program with funding appropriation.
6. Adopt Resolution 17-07 authorizing the Board Chair to execute any and all documents necessary to consummate the sale of the Old Douglas Hospital.

Community Development

7. Adopt Resolution 17-05 authorizing staff to apply for a planning assistance for rural areas grant, through the Arizona Department of Transportation, in joint partnership with the City of Benson for a feasibility corridor study in the Benson growth area.

On the Record:

1. I submit the following comments for the record, as I will not be able to attend the county Board of Supervisors meeting on Tuesday May 23 in Bisbee. My comments are for agenda item #7, Resolution 17-05.

To Cochise County Board of Supervisors:

I am in favor of planning, so applying for a grant for a roadway alignment study sounds good. The 3 maps attached to the City of Benson resolution present Options A, B, and C, which are identified as conceptual re-alignments of Post Road and Ocotillo Road. However, not any one of the options actually deals with Post Road - or Post Ranch Road - either by extension or re-alignment.

Post Road is clearly shown on all 3 options and yet not one of the option maps proposes any connection to it. If the grant proposal is written as a proposal to examine possible re-alignment of Post Road, it will be both incorrect and misleading. All three options instead present a proposal to extend and align a road whose name I cannot see on the map but which runs along the southern edge of The Canyons subdivision. The roadway alignment study should clearly be identified as a study of that road, whatever its name is, and of Ocotillo Road.

If one purpose of the re-alignment study is to ensure a safe through connection between SR90 and SR80, it should be noted that such a connection currently exists in Post (Ranch) Road. That should be acknowledged from the beginning of this grant process. It's my understanding that the existence of such a connection may be important to ADOT for obvious safety reasons.

If a purpose of the re-alignment study is to facilitate more ready access to a "potential future commercial" site as identified by a large asterisk on all 3 maps, that should be noted in the grant request. It certainly appears that facilitation of access to such a site is a major component of each of the options, making it appear that the commercial site and access to it is more of a driver for this study and this grant request than any realignment of Post Road, since Post (Ranch) Road is not aligned or extended in any of the options, as I have noted above.

Sincerely,
Patricia Gerrodette

2. Dear Ms Rios, I submitted the letter below to the City of Benson folks re: a new PARA grant app for road planning that the Council in Benson most likely approved tonight. Tomorrow am the

Cochise BoS is having a mtg what will also, I am told, address this same joint PARA grant app. Sup Judd told me I could directly submit the same letter to the BoS and I wish to get this in the County public record, but if I need to tweak it directly to the BoS let me know and I'll do a quick rewrite tomorrow am. The letter I Sent to City of Benson is below in all caps...

Thank you so much

Scott Sinclair, Save Post Ranch Road Cmte Chair

ALL, THIS IS SCOTT SINCLAIR, SAVE POST RANCH ROAD CMTE CHAIR AND I WISH TO ADDRESS AN ITEM ON THE COUNCIL AGENDA FOR TONIGHT AS I WILL NOT BE PHYSICALLY ABLE TO ATTEND.

THE ITEM IS AGENDA ITEM #10 AND DEALS WITH A GRANT APPLICATION FOR A PARA GRANT IN PARTNERSHIP WITH COCHISE COUNTY. IT IS FOR A PLANNING GRANT REGARDING A ROAD ALIGNMENT STUDY. THE GRANT APPLICATION WILL LOOK AT POTENTIAL ALIMENTS (SHOULD READ ALIGNMENTS) FOR 2 NEW ROADWAYS (OCOTILLO AND POST RANCH ROAD).

WHILE WE HAVE NO PARTICULAR OBJECTION TO A PLANNING GRANT OF THIS TYPE TO ENHANCE THE EXISTING SITUATION WITHIN THE BENSON CITY LIMITS FOR FUTURE "RESIDENTIAL AND COMMERCIAL CENTERS", WE HAVE REVIEWED THE 3 MAPS PROVIDED IN YOUR PACKET AND SEE NO VISIBLE CONNECTION TO OR USE OF THE EXISTING POST RANCH ROAD. INSTEAD, THESE NEW ALTERNATIVES A, B AND C WOULD USE NEW ROW'S IN VARIOUS CONFIGURATIONS THROUGH LARGELY STATE TRUST LANDS TO CONNECT OCOTILLO/JANELLA TO HWY 90 THROUGH THE CANYONS AT WHETSTONE DEVELOPMENT; HWY 80 BETWEEN COWBOY WY AND THE EXISTING ENTRANCE OFF OF HWY 80 ONTO POST RANCH ROAD WHICH WOULD AGAIN EXIT OUT TO HWY 90 THROUGH THE CANYONS AT WHETSTONE DEVELOPMENT; AND FINALLY A 3RD ALTERNATIVE C THAT WOULD CONNECT BOTH ALTERNATIVES A AND B AND AGAIN EXIT ON TO HWY 90 THROUGH THE CANYONS AT WHETSTONE DEVELOPMENT. WHILE EXPLORING THESE NEW ROUTES WITH COCHISE COUNTY AS A PARTNER, OUR MAIN CONCERN IS THAT THE EXISTING POST RANCH ROAD (THAT HAS BEEN THERE AND USED BY THE GENERAL PUBLIC AS WELL AS BEING MAINTAINED WITH TAXPAYER FUNDING FOR WELL OVER 70 YEARS) AND THAT ALREADY CONNECTS HWY 80 AND 90 (ALSO MENTIONED AND TREATED IN VARIOUS OTHER STATE, COUNTY AND CITY OF BENSON PLANNING

DOCUMENTS) IS NOT EVEN TREATED IN THIS GRANT AND IT SHOULD BE, AS IT IS STILL A VIABLE ALTERNATIVE FOR A "VITAL" CONNECTOR. WE WOULD ASK THAT BEFORE SUBMITTING THE GRANT APP THAT POST RANCH ROAD BE INCLUDED TO THE STUDY FOR CONSIDERATION AS IT MOST LIKELY WOULD BE THE LEAST EXPENSIVE ALTERNATIVE OF THE 3 NEW ONES JUST PRESENTED.

WE ARE ALSO CONCERNED ABOUT A GENERALIZED ASTERISK USED ON ALL THREE MAPS AND ALL 3 ALTERNATIVE THAT CODES TO "POTENTIAL COMMERCIAL DEVELOPMENT" THAT IS UNDEFINED AT THIS POINT IN TIME. DO YOU MEAN SHOPPING CENTERS, HIGH SCHOOLS (AS MENTIONED IN A VILLAGES OF VIGNETO MAP OF THE SAME AREA), HOSPITALS OR EXPANSION OF HOUSING DEVELOPMENTS?

WE WISH THIS TO BE READ INTO THE OFFICIAL RECORD AND ALSO CONSIDERED BY STAFF BEFORE THE GRANT SUBMISSION DEADLINE. WE WILL ALSO CC THIS LETTER OF CONCERN TO THE COCHISE COUNTY BOS PRIOR TO THEIR NEXT MTG THIS WEEK.

SINCERELY,

SCOTT SINCLAIR
SAVE POST RANCH ROAD CMTE CHAIR

County Sheriff

8. Approve Modification of Grant or Agreement #12-LE-11030518-001, Modification 005, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2017 through December 31, 2017 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.
9. Approve the Work and Financial Plan, Agreement Number 16-73-04-0228-RA, between Cochise County and the U.S. Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services to assign a Wildlife Specialist to Cochise County for predator and disease control for the term of July 1, 2017 through June 30, 2018 in the amount of \$35,743.

On the Record:

I understand you are voting tomorrow to award \$35k to Wildlife Services in large part to kill predators. Whatever you are planning on killing, I am opposed. There are better uses for county money than this. Please do the right thing for a change and do not vote for this. Everything has a place and a purpose, even elected officials, let's live in harmony instead of being intent on destroying creatures.

Liza Weissler
Hereford, Arizona

Elections & Special Districts

10. Approve the appointments of Precinct Committee Members for the Democratic Party upon the recommendation of the Party Chair, Debbie Hickman.
PRECINCTS: 04 BI BISBEE - Helen Simkin; 16 HUACHUCA - Norma A. Trejo; and 25 SUNIZONA - Kathleen Day-Cain.

Finance

11. Approve demands and budget amendments for operating transfers. Warrants Nos. 17656-17717, 17835-17890, 17902-18003 were issued in the amount of \$1,156,387.70.

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	Steven, David	\$153.88
172	Scritchfield, Larry	\$154.56

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

Vice-Chairman Call moved to approve items 1-11 on the consent agenda. Supervisor Judd seconded the motion and it was approved unanimously.

ACTION

Community Development

12. Adopt Zoning Ordinance 17-02 approving Docket Z-17-01, amending the zoning district designation for parcel 404-02-379 to RU-4 from RU-2, pursuant to the request of Mr. Michael Bussius.

Mr. Peter Gardner, Planner I, Community Development Department, presented this item using a PowerPoint presentation. Mr. Gardner gave the background:

- The Applicant is requesting rezoning from RU-2 (Rural; one dwelling per two acres) to RU-4 (Rural; one dwelling per four acres) on a five acre site in the Desert Sky subdivision east of McNeal.
- The parcel, 404-02-379, is located in the failed Desert Sky subdivision. This subdivision is zoned RU-2, as over half of the original five acre lots were split in half prior to zoning being enacted in 1975. The applicant's parcel has not been split, and remains five acres.
- Since the subdivision was platted in 1971, two homes have been built, both on parcels that have applied for and been granted a rezoning from RU-2 to RU-4 to facilitate use of the Owner Builder Opt-Out program.
- On May 10, the Planning Commission held a public hearing, at which no citizen objection was received, and the Commission voted unanimously to forward the request to the Board with a recommendation of Conditional Approval.
- The Applicant is Michael Bussius.

He explained the purpose of the rezoning: rezone the parcel from RU-2 to RU-4. He highlighted information about the parcel and noted that the Planning and Zoning Commission voted to approve this rezoning unanimously. He showed a map with the location of the parcel and photos of the area. He listed several factors in favor of approving the rezoning

1. Allowing the request would be in keeping with the character of the existing development in the area
2. The Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density
3. One letter of support has been received.

He stated that there were no factors against approval and added that staff recommended conditional approval with two conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Supervisor Judd moved to adopt Zoning Ordinance 17-02 approving Docket Z-17-01, amending the zoning district designation for parcel 404-02-379 to RU-4 from RU-2, pursuant to the request of Mr. Michael Bussius. Vice-Chairman Call seconded the motion.

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

Procurement

13. Approve the award of Invitation for Bid (IFB) No. 17-25-PUR-02 for Legal Advertising to the San Pedro Valley News-Sun for the period of June 1, 2017 through May 31, 2018.

Mr. Terry Hudson, Procurement Director, presented this item. Mr. Hudson gave the background of the bidding process and gave the information on the two responses received. He noted that even though the San Pedro Valley News-Sun was the official paper for legal advertising, departments could still publish in other papers if needed.

Vice-Chairman Call moved to approve the award of Invitation for Bid (IFB) No. 17-25-PUR-02 for Legal Advertising to the San Pedro Valley News-Sun for the period of June 1, 2017 through May 31, 2018. Supervisor Judd seconded the motion.

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

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

Mr. Gilligan said that he was working with both the City of Sierra Vista and the Sheriff's Office to complete the agreement for the South East Arizona Communications Center (SEACOM) and said that he would be scheduling a joint work session in June to brief both the Board and the Sierra Vista City Council.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be attending Memorial Day events in Sierra Vista on Monday.

Report by District 2 Supervisor, Ann English

Chairman English recognized Mr. Terry Hudson, Procurement Director, for his service to the County and congratulated him on his upcoming retirement.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd stated that she would also be attending Memorial Day events in her district.

Chairman English adjourned the meeting at 10:13 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Cochise Co. Demands 5.23.17

17561	05/03/2017	AOC Corrections Officer Retire	\$21,748.96	17636	05/04/2017	Honorable Karl D Elledge	\$25.12
17562	05/03/2017	Correction Officers	\$6,977.52	17637	05/04/2017	Honorable Trevor J. Ward	\$38.88
17563	05/03/2017	EODCRS	\$9.20	17638	05/04/2017	Ibarra, Maira Alejandra R	\$61.00
17564	05/03/2017	Nationwide Retirement Solutions	\$1,132.44	17639	05/04/2017	Jetty, Rosa Leah	\$71.00
17565	05/03/2017	Public Safety Retirement Syst	\$16,080.25	17640	05/04/2017	Lacombe, Kathleen A.	\$168.72
17566	05/03/2017	Public Safety Retirement Syst	\$13,546.77	17641	05/04/2017	Lamberton, Karen Lynn	\$44.00
17567	05/03/2017	Public Safety Retirement Syst	\$1,025.84	17642	05/04/2017	Lopez, Daniel Josue	\$81.00
17568	05/03/2017	Public Safety Retirement Syst	\$643.89	17643	05/04/2017	Lopez, Yadira G	\$61.00
17569	05/03/2017	Public Safety Retirement Syst	\$145.95	17644	05/04/2017	Maddux, Catherine C.	\$197.32
17570	05/03/2017	Public Safety Retirement Syst	\$1,241.77	17645	05/04/2017	Molina, Alejandra Barton	\$95.31
17571	05/04/2017	AZ Department of Economic Security	\$3,803.01	17646	05/04/2017	Nelson, Anita	\$110.16
17572	05/04/2017	AZ Department of Revenue	\$285.00	17647	05/04/2017	Oletski, Brandy Jo	\$208.98
17573	05/04/2017	AZ Public Service - APS	\$32,813.30	17648	05/04/2017	Packer, Julie Ann	\$30.24
17574	05/04/2017	AZ State Prison Complex	\$3,024.30	17649	05/04/2017	Paulson, Mathew P	\$85.00
17575	05/04/2017	AZ Water Company	\$3,154.01	17650	05/04/2017	Rodgers, Emilie Poulsen	\$509.76
17576	05/04/2017	Banner-University Physicians Healthcare, Inc.	\$325.00	17651	05/04/2017	Sprietsma, Joseph D.	\$81.00
17577	05/04/2017	Bella Vista Water Company-Liberty Water	\$1,285.78	17652	05/04/2017	Sullivan, Kristine	\$105.00
17578	05/04/2017	Bisbee Grand Hotel	\$100.61	17653	05/04/2017	Whitaker, L. Renae	\$61.00
17579	05/04/2017	Bisbee Napa	\$523.25	17654	05/04/2017	Wolslagel, Merrie E.	\$17.00
17580	05/04/2017	Call, Pat Gerard	\$2,468.34	17655	05/04/2017	Wooley, Stacey L	\$12.75
17581	05/04/2017	Cochise County JP#2 - Petty Cash	\$99.85	17656	05/09/2017	A Check America	\$412.50
17582	05/04/2017	Cochise Family Advocacy Center, Inc	\$3,675.00	17657	05/09/2017	AZ Counties Insurance Pool	\$2,836.26
17583	05/04/2017	Cochise Private Industry Council, Inc.	\$87,775.00	17658	05/09/2017	AZ Department of Corrections	\$54.00
17584	05/04/2017	Cochise Supplies, Inc.	\$27.77	17659	05/09/2017	AZ Department of Environmental Quality	\$4,129.50
17585	05/04/2017	Cool Dreams	\$150.00	17660	05/09/2017	AZ Water Company	\$861.21
17586	05/04/2017	Copygraphix Inc.	\$24,475.07	17661	05/09/2017	Azam, Syed T.	\$1,250.00
17587	05/04/2017	Desert Highway Signs, Inc	\$5,430.00	17662	05/09/2017	Becker, Judith V. Ph.D.	\$1,500.00
17588	05/04/2017	Douglas, City of	\$27.77	17663	05/09/2017	Benson, City of	\$33.84
17589	05/04/2017	Elfrida Water Improvement District	\$29.96	17664	05/09/2017	Branco Machinery Co.	\$1,954.61
17590	05/04/2017	English, Ann S.	\$741.09	17665	05/09/2017	Cardinal Health Inc.	\$98.31
17591	05/04/2017	George Medina - George's Upholstery	\$163.35	17666	05/09/2017	CenturyLink	\$82.10
17592	05/04/2017	Granite Construction Company	\$4,987.92	17667	05/09/2017	Christiansen, Rosalba	\$260.00
17593	05/04/2017	Holistic Engineering and Land Management PLLC	\$1,350.00	17668	05/09/2017	Cloud, Shelly R.	\$250.00
17594	05/04/2017	Home Depot Credit Services	\$1,723.00	17669	05/09/2017	Cochise County Justice Court #2	\$25.00
17595	05/04/2017	Honda, Kathryn	\$200.00	17670	05/09/2017	Copper Queen Community Hospital	\$284.00
17596	05/04/2017	Industrial Metal Supply Co.	\$6,290.67	17671	05/09/2017	Deneke, Buffy	\$286.20
17597	05/04/2017	JWS Web Design LLC	\$1,450.00	17672	05/09/2017	Douglas, City of	\$27.21
17598	05/04/2017	Merle's Automotive Supply, Inc.	\$323.81	17673	05/09/2017	E-Z Messenger	\$95.00
17599	05/04/2017	Neuropsychological Assessment & Consulting, PLC	\$2,400.00	17674	05/09/2017	German, Gloria G.	\$150.00
17600	05/04/2017	Pacific Corrugated Pipe dba AZ Culvert	\$16,336.33	17675	05/09/2017	Gomez, Mary Conlogue	\$150.00
17601	05/04/2017	Pima County	\$147,000.00	17676	05/09/2017	Green, Patty J.	\$300.00
17602	05/04/2017	Pima County	\$2,400.00	17677	05/09/2017	Gruhn, Sylvia Diane	\$150.00
17603	05/04/2017	Runbeck Election Services	\$4,073.47	17678	05/09/2017	Harper, Vicky	\$250.00
17604	05/04/2017	Safelite Autoglass Corp.	\$195.53	17679	05/09/2017	Hatfield Funeral Home	\$1,280.00
17605	05/04/2017	Senergy Petroleum LLC	\$230.77	17680	05/09/2017	Hodges Glass Co Inc	\$1,317.50
17606	05/04/2017	Sheakley Pension Administration Inc.	\$963.00	17681	05/09/2017	Interim Public Management, LLC	\$8,442.50
17607	05/04/2017	Sparkletts	\$79.63	17682	05/09/2017	Jack-Bilt Corporation	\$1,133.88
17608	05/04/2017	Sulphur Springs Valley Electric Coop., Inc.	\$26.70	17683	05/09/2017	Jensen's Sierra Vista Mortuary	\$1,280.00
17609	05/04/2017	Sulphur Springs Valley Electric Coop., Inc.	\$865.63	17684	05/09/2017	Language Line Services, Inc.	\$31.60
17610	05/04/2017	SWCA Environmental Consultants	\$3,360.00	17685	05/09/2017	Long, Chad and Tracy	\$600.00
17611	05/04/2017	The Bisbee Observer LLC	\$157.31	17686	05/09/2017	Manring, Donald Gene	\$250.00
17612	05/04/2017	Tri County Equipment & Repair	\$13,642.19	17687	05/09/2017	Mendez, Eduardo J.	\$160.00
17613	05/04/2017	Watson Chevrolet Inc	\$713.63	17688	05/09/2017	Merle's Automotive Supply, Inc.	\$170.07
17614	05/04/2017	Willcox Auto Parts Inc.	\$246.61	17689	05/09/2017	MME Consulting Services LLC	\$37.50
17615	05/04/2017	Willcox, City of	\$1,203.01	17690	05/09/2017	Mundt, Lester Eugene	\$14.04
17616	05/04/2017	Almada, Victor	\$120.00	17691	05/09/2017	Nguyen, Nga	\$452.60
17617	05/04/2017	Kemp, Joy	\$37.81	17692	05/09/2017	Nyander, Penny Sue	\$209.30
17618	05/04/2017	Manzanares, Marina J.	\$1,083.59	17693	05/09/2017	Prudential Overall Supply	\$143.45
17619	05/04/2017	Salinas, Rufino	\$120.00	17694	05/09/2017	Purcell's Western State Tire Company	\$8,648.52
17620	05/04/2017	Trebilcock, Robert Esq.	\$1,902.35	17695	05/09/2017	Reed, Cynthia - Court Reporter	\$126.60
17621	05/04/2017	US Postal Service	\$3,000.00	17696	05/09/2017	RevolutionaryText, LLC	\$6,139.87
17622	05/04/2017	Wadesound, Inc	\$2,997.50	17697	05/09/2017	Rocco, Tracey	\$26.84
17623	05/04/2017	Arzaga, Kelsey	\$53.19	17698	05/09/2017	Rodriguez, Shari A.	\$150.00
17624	05/04/2017	Barrow, Duane	\$246.24	17699	05/09/2017	Rummel Construction, Inc	\$262,494.13
17625	05/04/2017	Barton, Vicki	\$107.46	17700	05/09/2017	Schlesinger, Aaron	\$24.50
17626	05/04/2017	Cooper, Renee	\$302.62	17701	05/09/2017	Sea Tel Inc. dba Cobham SATCOM	\$567.00
17627	05/04/2017	Crossley, Dennis	\$35.10	17702	05/09/2017	Senergy Petroleum LLC	\$7,157.51
17628	05/04/2017	Duarte, Jesus	\$319.05	17703	05/09/2017	South East AZ Legal Support (SEALS)	\$6,535.75
17629	05/04/2017	Duarte, Pablo	\$12.75	17704	05/09/2017	Southwest Disposal LC	\$100.01
17630	05/04/2017	Eichacker, Octavia	\$71.00	17705	05/09/2017	Stericycle Inc.	\$786.16
17631	05/04/2017	Enriquez, Edith	\$61.00	17706	05/09/2017	Sulphur Springs Valley Electric Coop., Inc.	\$112.15
17632	05/04/2017	Eveningred, Jessica	\$71.00	17707	05/09/2017	The Bisbee Observer LLC	\$286.24
17633	05/04/2017	Flannigan, Ana	\$125.55	17708	05/09/2017	The Fleischman Law Firm, P.C.	\$2,600.00
17634	05/04/2017	Hagle, Suzanne	\$166.56	17709	05/09/2017	UniFirst Corporation	\$1,564.08
17635	05/04/2017	Holliday, Deborah	\$45.90	17710	05/09/2017	Valley Telephone Coop., Inc.	\$590.76
				17711	05/09/2017	Weems, Elizabeth Annette	\$150.00
				17712	05/09/2017	Wick Communications	\$643.85

17713	05/09/2017	Willcox Auto Parts Inc.	\$119.05	17791	05/11/2017	Stericycle Inc.	\$225.07
17714	05/09/2017	Kilpatrick, Terry	\$1,732.15	17792	05/11/2017	Sulphur Springs Valley Electric Coop., Inc.	\$1,072.74
17715	05/09/2017	Romero, Andrea T	\$29.99	17793	05/11/2017	Sulphur Springs Valley Electric Coop., Inc.	\$693.77
17716	05/09/2017	Sullivan, William R. MD PLLC	\$75.00	17794	05/11/2017	The Bisbee Observer LLC	\$106.28
17717	05/09/2017	Wolslagel, Merrie E.	\$144.50	17795	05/11/2017	Tombstone Unified School District #1	\$860.00
17718	05/10/2017	Burse & Associates, P.C.	\$154.96	17796	05/11/2017	Total Equipment Service and Engineering LLC	\$278.83
17719	05/10/2017	Cochise County/Sheakley/National Bank	\$8,610.76	17797	05/11/2017	Trinity Services Group, Inc.	\$52,710.64
17720	05/10/2017	ECMC	\$263.03	17798	05/11/2017	Tucson Tallow Co., Inc.	\$375.00
17721	05/10/2017	Faber & Brand, L.L.C.	\$309.72	17799	05/11/2017	UniFirst Corporation	\$388.07
17722	05/10/2017	General Revenue Corporation	\$220.52	17800	05/11/2017	Universal Police Supply	\$863.53
17723	05/10/2017	Licking County CSEA	\$178.61	17801	05/11/2017	Valley Telephone Coop., Inc.	\$33,238.37
17724	05/10/2017	NYS Child Support Processing Center	\$32.00	17802	05/11/2017	Verizon Wireless	\$10,965.34
17725	05/10/2017	Pre-paid Legal Services, Inc. dba LegalShield	\$1,391.08	17803	05/11/2017	Watson Chevrolet Inc	\$465.07
17726	05/10/2017	Support Payment Clearinghouse	\$6,135.67	17804	05/11/2017	Waxie Sanitary Supply	\$2,815.56
17727	05/10/2017	U.S. Department of Education	\$157.62	17805	05/11/2017	Wells, Doris K.	\$525.00
17728	05/10/2017	AFLAC	\$10,352.09	17806	05/11/2017	West Press	\$140.40
17729	05/11/2017	Amazon.com LLC	\$550.62	17807	05/11/2017	Western Emulsion, Inc	\$18,431.07
17730	05/11/2017	AZ Department of Corrections	\$4,099.55	17808	05/11/2017	Wick Communications	\$55.12
17731	05/11/2017	AZ Department of Corrections ASPC-Tucson	\$72.00	17809	05/11/2017	Wick Communications	\$37.70
17732	05/11/2017	AZ Department of Revenue	\$2,559.90	17810	05/11/2017	Wick Communications	\$183.07
17733	05/11/2017	AZ Public Service - APS	\$404.01	17811	05/11/2017	Wicked Limitz Graphics	\$16.21
17734	05/11/2017	AZ State Hospital	\$2,641.20	17812	05/11/2017	Willcox Against Substance Abuse (WASA)	\$850.00
17735	05/11/2017	AZ State Prison Complex	\$2,942.70	17813	05/11/2017	Willcox Auto Parts Inc.	\$776.96
17736	05/11/2017	AZ Supreme Court	\$279.00	17814	05/11/2017	Barallardos, Ramon M	\$56.80
17737	05/11/2017	Athens Technical Specialists, Inc.	\$89,520.10	17815	05/11/2017	Br, James	\$316.94
17738	05/11/2017	Banning Creek Enterprises, LLC	\$6,000.00	17816	05/11/2017	Cochise County Sheriff's Department	\$1,987.55
17739	05/11/2017	Benson, City of	\$292.60	17817	05/11/2017	Jennings, Jeffery	\$33.61
17740	05/11/2017	Bisbee High School	\$890.00	17818	05/11/2017	Lord, Priscilla	\$210.60
17741	05/11/2017	Bisbee, City of	\$8,077.72	17819	05/11/2017	Scratchfield, Larry	\$154.56
17742	05/11/2017	Bowie Water Improvement District	\$120.00	17820	05/11/2017	Sharp, Mandy Dawn	\$50.42
17743	05/11/2017	Buena High School	\$4,800.00	17821	05/11/2017	Valenzuela, Shawwna	\$16.81
17744	05/11/2017	Bug-Wiser Exterminating, Inc.	\$681.00	17822	05/11/2017	Bergquist, Richard	\$116.64
17745	05/11/2017	Cable One	\$435.44	17823	05/11/2017	Clemson, Lyle	\$7.00
17746	05/11/2017	CDW Government	\$169,817.00	17824	05/11/2017	Encinas, Jose F	\$7.00
17747	05/11/2017	Cengage Learning, Inc.	\$23.99	17825	05/11/2017	Lacombe, Kathleen A.	\$118.80
17748	05/11/2017	CenturyLink	\$271.54	17826	05/11/2017	Mabry, Mark McDaniel	\$138.24
17749	05/11/2017	CenturyLink	\$422.02	17827	05/11/2017	Mena, Maria	\$30.78
17750	05/11/2017	City of Sierra Vista	\$1,973.36	17828	05/11/2017	Mitchell, Marcia N	\$123.66
17751	05/11/2017	Creative Communications Sales & Rentals, Inc.	\$10,215.28	17829	05/11/2017	Pomroy, Todd	\$7.00
17752	05/11/2017	Culligan of Tucson	\$778.23	17830	05/11/2017	Reed, Donna	\$82.84
17753	05/11/2017	DataBank IMX LLC	\$2,870.00	17831	05/11/2017	Rios, Arlethe	\$45.36
17754	05/11/2017	Douglas, City of	\$943.00	17832	05/11/2017	Suagee, Mark A	\$79.00
17755	05/11/2017	Duncan, Laurence	\$200.00	17833	05/11/2017	Thomas, Shirley Lynn	\$46.98
17756	05/11/2017	Federal Express Corporation	\$63.22	17834	05/11/2017	Wolslagel, Merrie E.	\$112.00
17757	05/11/2017	Geodesy	\$26,625.00	17835	05/16/2017	Alex Espinosa's Bisbee Funeral Home	\$319.00
17758	05/11/2017	Government Finance Officers Association	\$150.00	17836	05/16/2017	AZ Correctional Industries	\$3,844.44
17759	05/11/2017	Granite Construction Company	\$2,393.78	17837	05/16/2017	AZ Medical Waste, LLC	\$145.00
17760	05/11/2017	Hall, Richard S	\$200.00	17838	05/16/2017	AZ Supreme Court	\$250.00
17761	05/11/2017	Hardgrave, Timothy S	\$199.00	17839	05/16/2017	AZ Supreme Court	\$1,250.00
17762	05/11/2017	Hobart Service ITW Food Equipment Group, LLC	\$679.13	17840	05/16/2017	AZ Supreme Court	\$250.00
17763	05/11/2017	Holistic Engineering and Land Management PLLC	\$3,615.00	17841	05/16/2017	Banner-University Physicians Healthcare, Inc.	\$1,000.00
17764	05/11/2017	HOV Services Inc/Lason Systems	\$101.66	17842	05/16/2017	Bisbee, City of (Ambulance)	\$964.60
17765	05/11/2017	IronHawk Elevator LLC	\$750.00	17843	05/16/2017	Bradley R Johnson MD PLLC	\$1,000.00
17766	05/11/2017	Jimenez, Elizabeth Sarah	\$1,143.75	17844	05/16/2017	Catholic Community Services Southern AZ, Inc.	\$1,961.00
17767	05/11/2017	JWS Web Design LLC	\$750.00	17845	05/16/2017	Ceniceros, Kelly Michelle	\$130.00
17768	05/11/2017	Klein, Paul	\$100.00	17846	05/16/2017	Copper Queen Community Hospital	\$500.00
17769	05/11/2017	LaBanca, Rebecca	\$100.00	17847	05/16/2017	Culligan of Tucson	\$151.61
17770	05/11/2017	Maddux & Sons Inc	\$10,035.24	17848	05/16/2017	Cushman, Lindsay	\$130.00
17771	05/11/2017	Mendez, Herlinda	\$102.00	17849	05/16/2017	Danielson, Kelly Jean	\$130.00
17772	05/11/2017	Merle's Automotive Supply, Inc.	\$1,600.86	17850	05/16/2017	Deluxe Business Forms	\$42.22
17773	05/11/2017	Mills Design Group LLC	\$5,819.85	17851	05/16/2017	FasPsych, LLC	\$3,485.00
17774	05/11/2017	NCS Pearson, Inc.	\$196.00	17852	05/16/2017	Franks, Rachael	\$130.00
17775	05/11/2017	New Horizons Learning Group	\$6,265.00	17853	05/16/2017	Garcia, Alma	\$130.00
17776	05/11/2017	Occup. Health Centers of the Southwest, P.A.	\$143.00	17854	05/16/2017	Honeman, Van G.	\$659.00
17777	05/11/2017	OCLC Online Computer Library Center, Inc.	\$776.08	17855	05/16/2017	Irlmeier, Renee Ann	\$130.00
17778	05/11/2017	Porta-Pot	\$750.75	17856	05/16/2017	Kordosky, Debra Ann	\$130.00
17779	05/11/2017	Prudential Overall Supply	\$162.86	17857	05/16/2017	Law Offices of Christopher Hitchcock	\$350.00
17780	05/11/2017	Rogers, Ernest M	\$100.00	17858	05/16/2017	Lee, Patricia M.	\$130.00
17781	05/11/2017	Safelite Autoglass Corp.	\$149.63	17859	05/16/2017	Manring, Donald Gene	\$250.00
17782	05/11/2017	San Simon Unified Schools	\$210.00	17860	05/16/2017	Nicoll, William J	\$130.00
17783	05/11/2017	Senergy Petroleum LLC	\$7,778.51	17861	05/16/2017	Office of Vital Records	\$3,665.00
17784	05/11/2017	Sloan R. King, PhD, LLC	\$7,500.00	17862	05/16/2017	Perez, Esther Hernandez	\$130.00
17785	05/11/2017	Snyder, Gregg Alan	\$1,000.00	17863	05/16/2017	Pierce, Teresa	\$130.00
17786	05/11/2017	Southwest Disposal LC	\$100.01	17864	05/16/2017	ProForce Law Enforcement	\$5,982.91
17787	05/11/2017	Southwest Gas Corporation	\$897.41	17865	05/16/2017	Reed, Cynthia - Court Reporter	\$70.00
17788	05/11/2017	Sparkletts	\$172.34	17866	05/16/2017	Santa Cruz County	\$69.86
17789	05/11/2017	St. David Unified School District #21	\$450.00	17867	05/16/2017	Schlesinger, Aaron	\$561.10
17790	05/11/2017	Staples	\$517.06	17868	05/16/2017	Shepard, Sue Kay	\$130.00

17869	05/16/2017	Shreve, Virginia	\$250.00
17870	05/16/2017	Sloan R. King, PhD, LLC	\$350.00
17871	05/16/2017	Stericycle Inc.	\$1,202.47
17872	05/16/2017	Supplemental Health Care	\$1,458.00
17873	05/16/2017	SymbolArts	\$144.00
17874	05/16/2017	The Bisbee Observer LLC	\$220.73
17875	05/16/2017	Thomson West	\$3,456.65
17876	05/16/2017	Upshaw, Trina Louise	\$30.00
17877	05/16/2017	Valley Security Service, Inc.	\$654.45
17878	05/16/2017	Westlawn Chapel & Mortuary	\$500.00
17879	05/16/2017	Wick Communications	\$30.46
17880	05/16/2017	WIST Office Products Co	\$532.57
17881	05/16/2017	Jennings, Jeffery	\$29.41
17882	05/16/2017	Dodge, Abigail	\$125.52
17883	05/16/2017	Godfrey, Marilyn	\$118.53
17884	05/16/2017	Hanson, Britt W	\$30.48
17885	05/16/2017	Lemons, Kim	\$252.46
17886	05/16/2017	Romero, Tracey	\$127.98
17887	05/16/2017	Sanchez, Natalie Nicole	\$397.14
17888	05/16/2017	Schneider, Carol	\$807.60
17889	05/16/2017	Swartz, LaRae	\$42.39
17890	05/16/2017	Watkins, Jackie	\$44.00

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017

Approve an Intergovernmental Agreement between Pima County and Cochise County

Submitted By: Rorri Perez, Community Development

Department: Community Development Division: Highway

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: Karen Riggs TITLE of PRESENTER: Director

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between Pima County and Cochise County for Cooperative Highway Maintenance of San Pedro River Road.

Background:

A previous IGA was approved on February 14, 2012 to maintain five miles of San Pedro River Road which commenced from the Pima-Cochise county line for a distance of approximately five (5) miles to the Y intersection of Redington Road. This agreement expires this year, 2017.

The new IGA would approve to maintain approximately ten (10) miles of this road from the Pima-Cochise County line to the Pima-Pinal county line and would be for a period of ten (10) years. Upon approval of this agreement staff will incorporate the maintenance of this road into the Cascabel road blading schedule. However, as written by Pima County and as allowed by their funding, the maintenance schedule of the section of road in Pima County will only be bladed approximately half as often as Cascabel.

Department's Next Steps (if approved):

Execute 2 signed original copies of the IGA and transmit to Pima County for their execution.

Impact of NOT Approving/Alternatives:

Cochise County will be unable to provide assistance to Pima County in the road maintenance of San Pedro River Road.

To BOS Staff: Document Disposition/Follow-Up:

Return signed originals to Highway& Floodplain, Attention: Rorri Perez

Attachments

PimaCountyIGASanPedroRiverRoadGrading

Intergovernmental Agreement
Between
Pima County and Cochise County
For
Cooperative Highway Maintenance
(San Pedro River Road)

This Intergovernmental Agreement (“Agreement”) is entered into by and between Pima County (“Pima”), a body politic and corporate of the State of Arizona, and Cochise County (“Cochise”), a body politic and corporate of the State of Arizona.

RECITALS

1. Pima and Cochise have statutory authority under A.R.S. § 11-952 to enter into intergovernmental agreements for joint and cooperative action.
2. Pima and Cochise have authority under A.R.S. § 11-251 to lay out, maintain, control and manage public roads within their respective jurisdictions and under A.R.S. Title 28, Chapter 19 to establish, construct, and maintain county highways.
3. For purposes of maximizing efficiency, fiscal responsibility, general logistics, the parties intend to allocate roadway maintenance responsibilities in a manner, which involves working across jurisdictional boundaries.

4. Cochise agrees to maintain San Pedro River Road in exchange for Pima's agreement to compensate Cochise for those services.

NOW, THEREFORE, Pima and Cochise, in consideration of the benefits and obligations herein provided, mutually agree as follows:

AGREEMENT

1. **Definition of Road.** For purposes of this Agreement, "Road" means San Pedro River Road, which is an approximately 10-mile-long unpaved public road located in Pima County, commencing at the Pima-Cochise county line and terminating at the Pima-Pinal county line. The Road is a continuation of North Cascabel Road in Cochise County.
2. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the maintenance of the Road.
3. **Obligations of Cochise.** Cochise will provide highway maintenance services, specifically grading the Road. Cochise will maintain the Road in the same manner as it maintains North Cascabel Road within Cochise's boundaries and, at a minimum; Cochise will grade the Road no less than once every eight weeks.
4. **Obligations of Pima.** Pima will pay Cochise \$13,500.00 annually, invoiced semi-annually in advance in the amount of \$6,750.00 for each successive six-month period. Pima will make such payment within thirty days of receiving the invoice.
5. **Emergency.** Cochise's obligation to grade the Road will be suspended if, due to an emergency, Cochise does not have equipment and operators available to grade the Road. Cochise shall determine what constitutes an emergency. If Cochise determines an emergency exists that suspends its obligations to grade the Road, it will promptly notify Pima of the emergency and the anticipated length of the emergency, and the date of that notice commences the suspension of Cochise's maintenance obligations. Cochise will also notify Pima at the conclusion of the emergency, and as of the date of that notice, Cochise's obligation to maintain the Road will resume. During the period of emergency, Pima may either wait for Cochise's equipment and operators or use its own equipment and operators. Pima's annual payment for maintenance under this Agreement will be reduced by a percentage of the total amount that equals the percentage of the year during which Cochise's maintenance obligations were suspended under this Section 5.
6. **Updates.** All modifications, additions, or subtractions to this Agreement, other than changes that by law or county policy require consideration by either Pima's or Cochise's Board of Supervisors, shall be made by Addendum approved by Pima County Administrator and the Cochise County Administrator. This document should be reviewed on an annual basis.

7. **Right of Entry.** Execution of this Agreement by Pima grants Cochise the right to enter upon Pima rights of way at no cost for the purposes of this Agreement.
8. **Permits.** The parties shall cooperate with one another in securing any necessary approvals, permissions, or permits required to perform the services agreed to herein.
9. **Term and Termination.**
 - 9.1. *Effective Date.* This Agreement shall be effective on the date it is executed by the last party to sign and shall remain in effect for a period of ten (10) years from the effective date, unless earlier terminated by either party as provided herein.
 - 9.2. *Termination.* Pima or Cochise may terminate this Agreement for any reason by giving sixty days' written notice to the other of such termination.
 - 9.3. *Effect of Termination.* Upon termination by either party, Pima's payment obligation to Cochise is limited to payment for services rendered before the date of the notice of termination.
10. **Indemnification.** Each party (as "Indemnitor") agrees to indemnify and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
11. **Insurance.** When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance. If contractors are used, the contractor's insurance shall be reviewed and approved by the other jurisdiction.
12. **Books and Records.** Each party shall keep and maintain proper and complete books, records, and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.
13. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Pima or the Cochise.
14. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between Pima and Cochise employees, or between Cochise and Pima employees. Neither party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roadways different from the standard of care that is reasonable for these roadways at these locations.
16. **Compliance with Laws.** The parties shall comply with applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.
 - 16.1. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order Number 75-5, as amended by Executive Orders Number 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.
 - 16.2. *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 CFR Parts 35 and 36.
 - 16.3. *A.R.S. § 38-511.* This Agreement is subject to the provisions of A.R.S. § 38-511.
 - 16.4. *Legal Arizona Workers Act Compliance.* Each party warrants to the other that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with this Agreement (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party shall further require that each contractor who performs work subject to this Agreement advise each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [Pima or Cochise] may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party's contractor doing work subject to this Agreement, or by a subcontractor of that party's contractor doing work subject to this Agreement shall be deemed to be a material breach of this Agreement subjecting the breaching party to

penalties up to and including suspension or termination of this Agreement. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either party may, at any time, inspect the books and records of the other party in order to verify the other party's compliance with the State and Federal Immigration Laws.

17. **Waiver.** Waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of "uncontrollable forces." The term "uncontrollable forces" shall mean, for the purpose of this agreement, any cause beyond the control of the party affected, including, but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.
19. **Notification.** Each party shall notify the other in writing within thirty (30) calendar days of the receipt of any claim, demands, suits, or judgments against the receiving party for which the party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article. All notices to or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Notice to Pima:

Director
Department of Transportation
201 N. Stone Ave., 4th floor
Tucson, Arizona 85701
(520) 724-6410

Notice to Cochise:

Director
Community Development
1415 Melody Lane, Building F
Bisbee, Arizona 85603
(520) 432-9314

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, Pima has caused this Agreement to be executed by the Chair of its Board of Supervisors, and Cochise has caused this Agreement to be executed by the Cochise Council, upon resolution of the Council and attested to by its Chair.

ATTEST:

COCHISE COUNTY:

Clerk of the Board

Ann English
Chair

Date

Date

ATTEST:

PIMA COUNTY:

Clerk of the Board

Sharon Bronson
Chair

Date

Date

Approval

The foregoing Agreement between Pima County and Cochise County has been reviewed by the undersigned, and is hereby approved as to content.

Priscilla S. Cornelio, P.E.
Director
Pima County Department of Transportation

Date

Director
Cochise County

Date

Intergovernmental Agreement Determination

The foregoing Agreement between Pima and the Cochise has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Pima County:

Deputy County Attorney

Date

Cochise County:

Deputy County Attorney

Date

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017

Intergovernmental Agreement with the City of Sierra Vista for Helicopter

Submitted By: Sam Farris, County Sheriff

Department: County Sheriff

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

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

NAME of PRESENTER: Sam Farris **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista for critical mission use of Aerial Solutions II Air Support effective June 15, 2017 to June 30, 2020.

Background:

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

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Intergovernmental Agreement with the City of Sierra Vista for Helicopter



May 16, 2017

Cochise County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2017 MAY 18 PM 1:06

Subject: Resolution 2017-035, Approving an Intergovernmental Agreement with Cochise County for Critical Mission Use of Aerial Solutions II Aircraft

Attention: Arlethe G. Rios, Clerk

This is to advise you that the City Council of the City of Sierra Vista, at a regular meeting held on Thursday, May 11, 2017 approved the above referenced intergovernmental agreement for Critical Mission Use of Aerial Solutions II Aircraft.

Once signed and recorded, please provide me with a fully-executed copy for our files.

Thank you,

A handwritten signature in black ink, appearing to read "Maria G. Marsh".

Maria G. Marsh
Deputy City Clerk

Enclosure: IGA and Resolution

RESOLUTION 2017-035

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

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

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

WHEREAS, the County is entering into an agreement with Aerial Solutions II, Inc. to provide air support to CCSO; and

WHEREAS, the County and the City believe it to be advantageous to provide SVPD the opportunity to utilize Aerial Solutions II air support; and

WHEREAS, it is in the County's and the City's interest to maximize the benefit provided by the Aerial Solutions II by utilizing the air support available;

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

SECTION 1

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

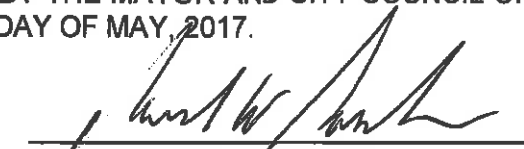
SECTION 2

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

SECTION 3

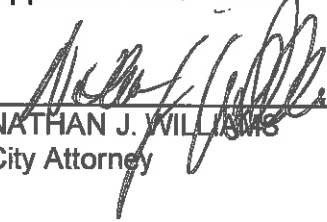
The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 11th DAY OF MAY, 2017.




FREDERICK W. MUELLER
Mayor

Approval as to Form:



NATHAN J. WILLIAMS
City Attorney

Attest:



JILL ADAMS
City Clerk

Prepared by:
Adam D. Thrasher, Chief of Police

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF COCHISE AND CITY OF SIERRA VISTA
FOR
CRITICAL MISSION USE OF AERIAL SOLUTIONS II**

RECITALS

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

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

WHEREAS, the County has entered into an agreement with Aerial Solutions II, Inc. (the “Aerial Solutions II Agreement”) to provide air support to CCSO; and

WHEREAS, the County and the City believe it to be advantageous to provide SVPD the opportunity to utilize Aerial Solutions II’s air support from time to time for assistance in critical missions; and

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

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

Purpose: To maximize the benefit provided to CCSO by the Aerial Solutions II Agreement in furtherance of CCSO’s and SVPD’s mission and law enforcement purposes.

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

County’s Obligations:

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

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

City's Obligations:

- 2.1 The City will provide sufficient hangar space at the Sierra Vista Municipal Airport to house the aircraft and provide sufficient space for any Aerial Solutions mechanic to properly maintain and service the aircraft. Both CCSO and SVPD will have unlimited access to the hangar space.
- 2.2 The City will provide at least one (1) Arizona-Certified Peace Officer for each flight utilized by SVPD to observe and to communicate information back to ground units and dispatch.
- 2.3 The City will provide SVPD Arizona-Certified Peace Officers on an on-call basis to support CCSO flights. This is not to require that an SVPD flight officer be present for each CCSO flight.
- 2.3 The City will provide the County with time logs, at least quarterly, for the SVPD officers who serve as on-flight Certified Peace Officers. The logs will include the flight officer's name and badge number, scheduled on-call time, flight time, and monies paid to the officer that must be reimbursed by the County to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

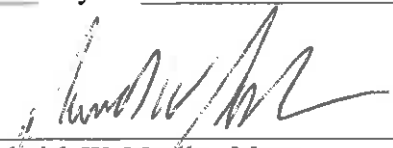
Compliance with Immigration Laws: The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal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

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.

THIS AGREEMENT is entered into this _____ day of _____, 2017.

Ann English, Chairman
Cochise County Board of Supervisors



Frederick W. Mueller, Mayor
City of Sierra Vista

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

Lauri Owen
Civil Deputy Cochise County Attorney



Nathan Williams
City of Sierra Vista Attorney

ATTEST:

ATTEST:

Arlethe G. Rios
Clerk of the Board of Supervisors



Jill Adams
Sierra Vista City Clerk

Regular Board of Supervisors Meeting

Elections and Special Districts

Meeting Date: 06/13/2017

Approve Appointment of Republican Precinct Committeemen

Submitted By: Martha Rodriguez, Elections & Special Districts

Department: Elections & Special Districts

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

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

NAME of PRESENTER: N/A **TITLE of PRESENTER:** N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 16-821

Information

Agenda Item Text:

Approve the appointment of the following persons as Precinct Committeemen for the Republican Party of Cochise County upon the recommendation of the Party Chair, Sue Mitchell: Precinct #29 SV Carmelita - Russalice Benton; Precinct #41 SV Village Meadows - Robert W. Boughan and Zanetta L. Boughan; Precinct #43 SV Yaqui - Charles R. Lemley.

Background:

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

Department's Next Steps (if approved):

Elections will prepare a letter of approval to Precinct Committee Persons w/copy to Party Chair. Create file for updated list/post on website.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

BOS staff to notify elections of outcome of BOS decision on item.

Attachments

Rep_Appointments

COCHISE COUNTY REPUBLICAN COMMITTEE
Post Office Box 615
Sierra Vista, AZ 85636-0615

May 2, 2017

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

Supervisors:

I recommend the following individuals be appointed as Cochise County Republican Committeeman:

Russalice Benton ✓
1360 E Tacoma Street
Sierra Vista, AZ 85635

Precinct #29 SV Carmelita

Robert W Boughan ✓
and
Zanetta L Boughan ✓
3065 E Oriole Dr
Sierra Vista, AZ 85635
PO Box 2003
Sierra Vista, AZ 85636

Precinct #41 SV Village

Charles R Lemley ✓
850 E Old Spanish Trail
Sierra Vista, AZ 85650

Precinct #43 SV Yaqui

Thank you,



Sue Mitchell
Chairman

Cochise County Republican Committee

home 520-803-6561

cell 605-237-3653

mguailsue@hotmail.com



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Russalice Benton

ADDRESS: 1360 E Tacoma St

Sierra Vista AZ 85603

PARTY: Rep

PRECINCT: #29 SV Carmelita

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 2

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 5/4/2017

BY: Martha L. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Robert W. Boughan

ADDRESS: 3065 E Oriole Dr. P.O. Box 2003

Sierra Vista AZ 85636

PARTY: Rep

PRECINCT: #41 SV Village Meadows

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 9

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 3

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 5/4/2017

BY: Martha L Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Zanetta L. Boughan

ADDRESS: 3065 E. Oriole Dr. P.O. Box 2003

Sierra Vista AZ 85636

PARTY: Rep

PRECINCT: #41 SV Village Meadows

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 9

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 3

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 5/4/2017

BY: Martha L. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Charles R. Lemley

ADDRESS: 850 E Old Spanish Trl

Sierra Vista AZ 85650

PARTY: Rep

PRECINCT: #43 SV Yaqui

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 9

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 4

APPROVE APPOINTMENT:

DO NOT APPROVE APPOINTMENT:

DATE: 5/4/2017

BY: Martha R. Rodriguez

Regular Board of Supervisors Meeting

Elections and Special Districts

Meeting Date: 06/13/2017

Presentation of Canvass of Whetstone Water Improvement District Recall Election

Submitted By: Britt Hanson, County Attorney

Department: County Attorney

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Acknowledge the receipt of a certified copy of the official canvass of the Whetstone Water Improvement District recall election held on May 16, 2017.

Background:

ARS 16-642 requires that a special district that holds an election must canvass the election. On May 16, 2017, Whetstone Water Improvement District held a recall election of three Board members. All three were recalled and replaced by new Board members. On Wednesday, March 24, 2017, the District Board held a meeting and canvassed the election. That makes the results official. Pursuant to ARS 16-642(B), as a reporting requirement, the District must present a certified copy of the official canvass to the Board of Supervisors. The County Attorney is doing that on behalf of the District Board through this agenda item. A copy of the certified copy is attached to this agenda item. The Board need not approve the canvass or take any other action.

Department's Next Steps (if approved):

None

Impact of NOT Approving/Alternatives:

None, as approval isn't required.

To BOS Staff: Document Disposition/Follow-Up:

The Clerk of the Board should retain a certified copy of the official canvass in her file.

Attachments

Certified Copy of Canvass - Whetsone



Cochise County Elections & Special Districts

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

MARTHA L. RODRIQUEZ
Interim Director

CERTIFICATION OF CANVASS OF THE WHETSTONE WATER DISTRICT RECALL SPECIAL ELECTION MAY 16, 2017

I, the undersigned being the Election Officer of Cochise County, do hereby certify the results below are the true and correct Official Results for the May 16, 2017 Whetstone Water District Election that has been filed in the records of the Cochise County Elections/Special Districts Office.

TOTAL REGISTERED VOTERS: 751

TOTAL BALLOTS CAST: 273

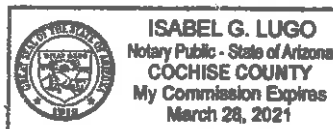
	VOTES
HOWELL, LEONARD	26
DOOLEY, JOE	241
WRITE – IN	0
TOTAL	267
SULGER, TIM	33
ENNIS, TONY	239
WRITE – IN	0
TOTAL	272
TINNEY, ROBERT "BUDDY"	31
USREY, STEVE	236
WRITE – IN	0
TOTAL	304

State of Arizona
County of Cochise

Martha L. Rodriguez
Martha L. Rodriguez, Interim Director

This instrument was acknowledged before me this 18th day of May, 2017 by Martha L. Rodriguez.

Isabel G. Lugo
Notary Public



1415 Melody Lane, Building A
Bisbee, Arizona 85603
520-432-8970
520-432-8995 fax
mrodriguez@cochise.az.gov

Regular Board of Supervisors Meeting

Elections and Special Districts

Meeting Date: 06/13/2017

IGA for Elections Supplies - Douglas

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: 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:

Ratify the approval of the Intergovernmental Agreement (IGA) between the Cochise County Elections & Special Districts Department and the City of Douglas for Elections Supplies and Services effective on May 10, 2017 through the conclusion of the May 16, 2017 election.

Background:

Formalize the services/supplies provided. The IGA is being ratified because the City of Douglas needed a signed IGA in order to certify their election.

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

IGA with Douglas for Election Supplies.Services

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RESOLUTION NO. 17-1214

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DOUGLAS AND COCHISE COUNTY TO PROVIDE CERTAIN ELECTION SUPPLIES AND SERVICES FOR THE CITY OF DOUGLAS GENERAL ELECTION SCHEDULED FOR MAY 16, 2017.

WHEREAS, the City of Douglas (the City) seeks to enter into an intergovernmental agreement with Cochise County (the County) in which the County agrees to provide to the City certain election supplies and services for the City's General Election scheduled for May 16, 2017; and

WHEREAS, the Intergovernmental Agreement providing the terms and conditions of said agreement entered into by the parties is attached in Exhibit "A", and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Douglas, Arizona, as follows:

Section 1. The terms of said agreement are in the best interest of the City of Douglas.

Section 2. The City Manager and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement (attached as Exhibit "A") and any related documents necessary to consummate the transaction contemplated by said agreement for and on behalf of the City of Douglas.

Section 3. The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Douglas, Arizona, this 10th day of May, 2017.



Robert Uribe, Mayor

Approved as to Form:



Juan Pablo Flores, City Attorney

Attest:



Brenda Aguilar, City Clerk



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered into this 10th day of May, 2017 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the City of Douglas (CITY), located at 425 Tenth Street, Douglas Arizona, 85607, for certain election supplies and services;

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;

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;

WHEREAS, the CITY has by Resolution established that all elections for the City of Douglas will be conducted with no physical polling locations but as an "All Mail" elections (e.g., solely Vote by Mail / Early Ballots);

WHEREAS, pursuant to A.R.S. §§ 16-409, 16-558.02 and 16-411, in connection with an All Mail election voters must be provided with a ballot drop off and replacement location within the CITY;

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 contingent upon receipt of a timely, specific request as provided in Paragraph 2(C), 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 to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
 3. Provide an early board to prepare ballots for tabulation and a count check.
 4. Validate, process and count ballots.
 5. Provide one person to staff and operate the drop off and replacement center (the City will provide a second person) and a secure box for dropped off ballots.
 6. Provide affidavits for the drop off and replacement center as required by A.R.S. 16-558.02.
- C. In-House programming services to include the following:
 1. Ballot layout & design, all ballot styles
 2. Program the operation of the tabulating equipment



3. Program the operation of the election reporting module

D. Arrange for consulting services to include the following:

1. Printing, folding and mailing ballots

E. Provide an estimate of the aggregate cost of the services and supplies.

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

A. The CITY 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. CITY shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto at actual cost.

C. The CITY shall provide the information and detail necessary to enable COUNTY to program the ballot, including the Wards or citywide districts for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or ballot Question to be included on the ballot, in the format requested by the COUNTY.

D. If a recount/hand count is necessary, the CITY shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition.

E. The CITY shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.

3. **TERM.** The term of this Agreement shall begin upon approval of the parties and continue through the conclusion of the election.

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, whether intentional or negligent.

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 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.** To the extent required by law, each party to this agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and 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.

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

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

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

To: **COUNTY**
Martha L. Rodriguez, Interim Director
Elections/Special Districts
1415 Melody Lane, Bldg A
Bisbee, AZ 85603

To: **CITY**
Brenda Aguilar
City Clerk, Douglas
425 Tenth St
Douglas, AZ 85607

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

10. **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.

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

12. **BREACH.** Failure by the COUNTY and/or CITY to provide the services/ material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.

13. **WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) 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.



14. **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.

APPROVED:

APPROVED:

COCHISE COUNTY

CITY OF DOUGLAS

BY:

Ann English, Chair
Board of Supervisors

BY:

Robert Uribe, Mayor
Jim Russell, City Manager

ATTEST:

ATTEST:

BY:

Arlethe Rios
Clerk of the Board
Cochise County Board of Supervisors

BY:

Brenda Aguilar, City Clerk



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the City of Douglas and the County of Cochise for a Special Election to be held on May 16, 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 30th day of May, 2017.

Cochise County Attorney

By: 
Britt Hanson, Chief Civil Deputy
County Attorney

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

DATED this 10th day of May, 2017.

By: 
Juan Flores, City Attorney

EXHIBIT A

**COCHISE COUNTY
ELECTIONS/SPECIAL DISTRICTS
ALL MAIL ELECTION FEE SCHEDULE
(DOUGLAS)**

<u>Election Services</u>	<u>Rate or Fee</u>	<u>Per</u>
<u>For standard countywide elections</u>		
ADMINISTRATIVE SERVICE FEES (These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)	\$ 500.00	Election
BALLOT PROGRAMMING	\$ 50.00	Issue or Candidate
BALLOT PRINTING – SEPARATE BALLOT	Actual Cost	
ELECTION PERSONNEL (Trouble Shooters, Office Temps, Delivery, Early & Night Boards)	\$ 12.00	Hour
BALLOT BOX SUPPLIES	\$ 50.00	Box
BALLOT PROGRAMMING, LAYOUT, PRINTING, INFORMATION & PUBLICITY PAMPHLETS	Actual Cost	
POSTAGE	Actual Cost	
<u>Recorder (Douglas)</u>		
POSTAGE FOR MAILING EARLY BALLOTS	\$ 0.15	Ballot (200+)
PRINTING & PROCESSING	\$ 0.88	Ballot
ENVELOPES & AFFIDAVITS	\$ 0.66	Ballot
POSTAGE & HANDLING	\$ 1.28	Ballot
UNDELIVERABLE MAILINGS	\$ 0.49	Ballot

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017
Child Care Health Consultants, First Things First
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Nursing
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Maureen Kappler
Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve renewal of Grant Agreement GRA-STATE-16-0785-01-Y3 for Child Care Health Consultant (CCHC) Program funded by First Things First between the Grantor and Cochise Health & Social Services in the amount of \$104,600 for the period of 07/1/17 – 06/30/18, which is an increase of \$2,340 from the \$102,260 at the end of FY 2016-17.

Background:

This renewal is to continue funding that will be used to provide CCHC services to 38 childcare Quality First (First Things First) centers, four of which receive additional funds from the Federal Pre-School Development Block Grant in Cochise County (Douglas, Willcox and Benson).

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

The goal of First Things First in Cochise County (from the Tobacco Tax Funds) is to increase quality of childcare in the 0 to 5 year old population, ensure a successful transition to Kindergarten and the health and safety of children in this age group. If we do not accept this grant, children will not receive the services of Child Care Health Consultants (two CCHCs who work part time to cover the County) and a valuable resource to the children, teachers, Director and parents will be lost.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$104600
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year:

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 34518

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Attachments

[Executive Summary](#)

Executive Summary Form

Agenda Number: HLT 3457

Recommendation:

Approve of renewal of Grant Agreement GRA-STATE-16-0785-01-Y3 for Child Care Health Consultant (CCHC) Program funded by First Things First between the Grantor and Cochise Health & Social Services in the amount of \$104,600 for the period of 07/1/17 – 06/30/18. This is an increase of \$2,340 from the \$102,260 at the end of FY 17. This is a cost-reimbursement grant.

Background (Brief): This renewal is to continue funding that will be used to provide CCHC services to 38 childcare Quality First (First Things First) centers, four of which receive additional funds from the Federal Pre-School Development Block Grant in Cochise County (Douglas, Willcox and Benson).

Fiscal Impact & Funding Sources:

Net county subsidy calculated as follows:

Salaries/EREs		77,956	
A-87 OH at 49.06%	*	38,245	
Authorized OH		3,727	
Net County Subsidy		34,518	
<i>* FY 17 rate pending finalization of FY 18 rate</i>			

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

Impact of Not Approving: The goal of First Things First in Cochise County (from the Tobacco Tax Funds) is to increase quality of childcare in the 0 to 5 year old population, ensure a successful transition to Kindergarten and the health and safety of children in this age group. If we do not accept this grant, children will not receive the services of Child Care Health Consultants (two CCHCs who work part time to cover the County) and a valuable resource to the children, teachers, Director and parents will be lost.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

84.419A
CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | firstthingsfirst.org

Chair
Nadine Mathis Basha

Vice Chair
Dr. Pamela Powell

Members
Gayle Burns
Janice Decker
Heidi Quinlan
Vivian Saunders
Ruth Solomon
Gerald Szostak

Ex-Officio Members
Hon. Diane Douglas
Superintendent, ADE

Henry Darwin
Interim Director, DES

Dr. Cara Christ
Director, DHS

Chief Executive Officer
Sam Leyvas

DATE: April 12, 2017

TO: Cochise Health & Social Services

ATTENTION: Carrie Langley
clangley@cochise.az.gov

FROM: Michelle Neitch, Fiscal Specialist

RE: Grant Renewal Information for Fiscal Year (FY) 2018

The Board of First Things First will be considering the renewal of your current grant award at its June 2017 meeting. If renewed, the award period for your grant, GRA-STATE-16-0785-01-Y2, will be July 1, 2017 through June 30, 2018.

Follow Up Action Necessary

Please confirm the award amount and contracted service units on the attached Grant Renewal Amendment form. In addition, complete the Line-Item Budget and Budget Narrative; the Program Personnel Table; and the Data Template Training sheet. The Amendment form, Line-Item Budget and Budget Narrative should then be signed by your designated signatory and then all items scanned/emailed back to me by **May 5, 2017**. Electronic submission to mneitch@azftf.gov is preferred but if sending by standard mail, please send to my attention, First Things First, 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012.

If the renewal is approved by the Board of First Things First at the June 2017 meeting, First Things First will countersign the amendment document and scan/email it back for your records.

Line-Item Budget and Budget Narrative/Travel Policy Update

The FY18 Line-Item Budget and Budget Narrative should continue to align with the approved FY17 Line-Item Budget and Budget Narrative and the scope of the approved programming.

In addition, for those grants that have approved in-state and out-of-state travel, please note the State of Arizona has issued a revised travel policy. Some per diem and hotel rates have changed as well as the limitations on how those reimbursement rates can be applied. The link to the most recent policy is located under Travel in the Budget Narrative form in this packet. A tool is currently being developed that will assist in providing the needed documentation when submitting for travel reimbursement in

FY18 and will be located in the Grantee Resource section in PGMS (Partner Grant Management System) when finalized.

Reminders


Grantees must always adhere to the latest version of the Standards of Practice and related policy documents that apply to this grant and to the latest version of the Uniform Terms and Conditions referenced in the original agreement. These documents are also located in the Grantee Resource section in PGMS.

Closing out FY17

Your current grant ends June 30, 2017. Final narrative and data reports must be submitted on or before July 20, 2017 and your final request for reimbursement must be submitted no later than August 15, 2017 (45 days from the grant end date.) Unexpended funds from FY 2017 do not carry over to FY 2018.

If you have any questions or concerns, please contact, Michelle Neitch, mneitch@azftf.gov, or at (602) 771-5079.

Thank you.

	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2018 Grant Award GRA-STATE-16-0785-01-Y3 QF Child Care Health Consultation	

CONTRACTOR:

Cochise Health & Social Services

PURPOSE OF AMENDMENT:

1. Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2017 through June 30, 2018.
2. Total award amount for the grant period is **\$104,600** (\$95,640 regional funding (\$15,000 additional funds awarded to be used for travel) and \$8,960 ADE funding).
3. Contracted Service Units:
 Primary Strategy: QF Child Care Health Consultation

 Number of center based providers served: **27** (23 centers regional funding and 4 centers ADE funding)
 Number of home based providers served: **13** (13 centers regional funding)
 Number of Non-QF Centers: 0
 Number of Non-QF Homes: 0
4. For auditing purposes we are required to supply you with the following information related to the ADE PDG funding:
 Federal Award ID Number – S419A150009 – 15A
 CFDA # - 84.419A
 Total Federal Amount Awarded - \$8,960
5. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
6. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment

Signature

Name

Title

Date

The above referenced amendment is hereby executed effective July 1, 2017 once signed and dated below:

Josh Allen
CFO/COO

Date

Line-Item Budget and Budget Narrative

The budget narrative should provide a clear and concise explanation of the methods used to determine the amounts for each line item in the following line-item budget.

Budget period: July 1, 2017 – June 30, 2018

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$65235.00
Salaries	CCHCX2 @.6FTE Deputy Director (2%)	63835.00 1400.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$12721.00
Fringe Benefits or Other ERE	FICA; ASRS; W/C (19.5%)	12721.00	12721.00
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$0
Contracted Services		0	0
TRAVEL		Travel Sub Total	\$15000
In-State Travel		15000.00	15000.00
Out-of-State Travel		0	0
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$0
Subgrants or Subcontracts to organizations/agencies/entities		0	0
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$7817
• Telephones/Communications Services	_____	960	960
• Internet Access	_____	0	0
• General Office Supplies	_____	200	200
• Food	_____	200	200
• Rent/Occupancy	_____	0	0
• Utilities	_____	0	0
• Furniture	_____	0	0
• Postage	_____	200	200
• Software (including IT supplies)	_____	0	0
• Dues/Subscriptions	_____	0	0
• Advertising	_____	0	0
• Printing/Copying	_____	1000	1000
• Equipment Maintenance	_____	0	0
• Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	_____	3000	3000
• Insurance	_____	1400	1400
• Program Materials	_____	857	857
• Program Supplies	_____	0	0
• Scholarships	_____		
• Program Incentives	_____		
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$0
Equipment \$4,999 or less in value		0	
Subtotal Direct Program Costs:			
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$3727.00
Indirect/Admin Costs		\$3727.00	
Total		\$	\$104600

Authorized Signature _____ Date _____

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the budget line items. The budget narrative should explain the criteria used to calculate the amounts entered in the line-item budget. The budget narrative should include all budgeted items and correspond directly with the proposed line-item budget using the following categories that apply:

Personnel Services: Maureen Kappler RN CCHC Program Manager is at .6 (24 hours per week) hourly is \$24.14; Kimber Wright RN CCHC is also .6 (24 hours per week) hourly is at \$27.00 pending Board Approval sometime this year. Ray Falkenberg is Deputy Director and is at 2% of his salary (\$1400) for administrative support. All personnel are currently employed and it is anticipated that all will be working fiscal year 2017-2018. The extra dollar amount for Kimber's salary is being requested to compete with the \$38.00 that RNs not working in Public Health receive. It is used for retention of staff.

Employee Related Expenses: approximately 19.5% is considered ERE. This includes Workman's Comp, ASRS, FICA, and Social Security. 19.5% multiplied by the total award, minus the 19.5% is how we got to the dollar amount for ERE. The only healthcare portion being covered is Ray's at 2% of \$8000 for insurance. Although both CCHCs qualify for health benefits, both have waived them as they are covered by Tricare Prime through the military.

Professional and Outside Services: *Not Applicable at this time.*

Travel: At this time both of us cover a 6400 square mile area with 35 centers. One center that is 90 miles away also has a Pre School Development grant and a new Director who is requesting intensive services. Travel alone takes about almost 2 hours on country roads, without cattle or other critters in the road. Another new center and Director is about 60 miles away, has a Pre School development Block Grant and is also requesting intensive services. We have several schools about 40 miles away that are also Pre School Development Block Grant. We are receiving training from the Gurian Institute for Brain neuroscience based on gender so that we can bring that information to the schools to further individualize child learning and understanding behavior. The only schools in our area that receive mental health consultation are the Pre School Development Block Grants. Because of the poverty, poor nutrition and other issues that accompany poverty, we have needed of techniques that can assist the teachers understand and do workarounds, and we help train in those areas. Most to the centers say (if they are public schools) that their staff are not contracted to obtain certain types of training out of county and many directors are concerned about paying for travel, to Tucson or Phoenix on the weekends, which they say is a major burden on the centers. We are providing training that keeps them in county and on Saturdays, during the evening for an hour or so to help them increase the quality of their care in their centers.

Aid to Organizations or Individuals: Not applicable at this time.

Other Operating Expenses: Because of spotty internet coverage we have elected to use laptops in the field with jumpjacks. We are utilizing funds in Program Materials and Supplies to purchase relevant books that are bi-lingual for both children and staff. We have copying costs for our quarterly news letter, General Office supplies is minimal as we have paper, clips and an amount is in the budget in case we need something for presentations. We go to Workshops, training, Community of Practice seminars, symposiums and conferences in Phoenix and Tucson, which accounts for some of the travel and the education/training budget line items.

Non-Capital Equipment: Not applicable at this time.

Administrative/Indirect Costs: The total in indirect costs is \$38,245. Of this 3.7% of the grant is paying \$3,727. The county contribution is \$34,518. This covers office space, utilities, IT, access to county vehicles, administrative costs, Human Resource and Internet.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

xOption A - Administrative Costs: *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of*

salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be fully or partially funded through the proposed program. For Key Personnel, include the name and position title; pertinent background and/or expertise that specifically relates to the program, including degrees, field of study, number of years in the field, and other qualifications that align with the Standards of Practice requirements; and their roles and responsibilities. If the position is to be hired (TBH), then describe the desired background/expertise/degrees and field of study. For all personnel, provide the Full Time Equivalent (FTE) for each position. *Example:*

Key Personnel - fully or partially funded through proposal - directly responsible for program implementation/services			
Name/ Position Title	Background/Expertise* (include qualifications that align with the Standards of Practice)	Key Roles and Responsibilities	FTEs funded through the program
<i>Maureen Kappler Program Manager</i>	<i>RN CCHC CDE NICP CM</i>	<i>Oversight; budget; assignments; supervision; child care center visits; CQI; evaluation; training all ages; community meetings</i>	<i>.6</i>
<i>Kimber Wright Home Visitor</i>	<i>RN CCHC</i>	<i>Support; child care center visits; CQI; evaluation; training all ages</i>	<i>.6</i>
Additional Personnel - fully or partially funded through proposal - not directly implementing or have direct program oversight			
<i>Ray Falkenberg/Deputy Director, Administrative Services / Public Information Officer</i>			<i>.02</i>
Program Total:			1.22 FTE

* Resumes and/or job descriptions for **key personnel** may be requested at any time but unless otherwise indicated, they do not need to be submitted. If the program undergoes changes in staff, a Staff Change Notification form along with an updated version of this table will need to be submitted to First Things First within 14 days of the proposed change.

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017

Approve IGA with City of Bisbee to Provide Procurement Services

Submitted By: Britt Hanson, 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: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between the County and the City of Bisbee for Procurement Services in the amount of \$40/hour effective June 13, 2017 with one year automatic renewals unless one of the parties notices the other party of the intention to terminate.

Background:

The City of Bisbee does not have a procurement director. From time to time, they would like the assistance of the County's Procurement Department, especially on larger and more complex bids. This IGA authorizes the County to provide those services to the City, so long as the Procurement Department has time available. The City will compensate the County at the rate of \$40/hour.

Department's Next Steps (if approved):

Provide procurement services for the City from time to time.

Impact of NOT Approving/Alternatives:

The County would not provide procurement services to the City

To BOS Staff: Document Disposition/Follow-Up:

After the IGA is fully signed, send a copy to City Clerk Ashlee Coronado

Attachments

IGA

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF BISBEE
AND THE COCHISE COUNTY PROCUREMENT DEPARTMENT
REGARDING PROVISION OF PROCUREMENT SERVICES**

This Intergovernmental Agreement by and between the City of Bisbee, a municipal corporation, and Cochise County, a political subdivision of the State of Arizona, regarding provision of procurement services to the City of Bisbee (the "Agreement") is entered into effective as of the date it is signed by the final party (the "Effective Date").

Recitals

- A. The City of Bisbee ("Bisbee") is a Charter City and operates pursuant to its City Code, the City Charter, and state law.
- B. Cochise County operates a Procurement Department ("CPD") that provides procurement services to the various Cochise County governmental departments, and is subject to its own procurement policies, County ordinances, and state law.
- C. Bisbee desires to take advantage of CPD's contacts, infrastructure, and expertise in procurement in order to gain assistance with its own procurement needs and save money.
- D. Cochise County has offered, and Bisbee has agreed, that CPD will provide procurement services for Bisbee at the rate of forty dollars (\$40) an hour, plus reimbursement for any actual additional costs.
- E. Bisbee and Cochise County have each determined it is in their respective best interests to enter into this Agreement.
- F. Bisbee and Cochise County desire to jointly exercise their powers pursuant to A.R.S. Sec. 11-952.

Now, for valuable consideration of the mutual promises and covenants as set forth in this Agreement, Bisbee and Cochise County agree as follows:

- 1. **Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement.
- 2. **Effective Date.** The Effective Date of this Agreement is the date the final party signs.

3. **Duration.** This Agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically for additional one year periods, provided, however, that either party may terminate this Agreement without cause upon sixty (60) days notice to the other party.
4. **Budget.** Each Party represents and warrants that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either Party fail to obtain continued funding during the term of this Agreement through a failure of appropriate or approved or funds or through other legal means, then this Agreement shall terminate.
5. **Bisbee's Obligations.**
 - a. Upon deciding that it wishes CPD to purchase an item for it, Bisbee shall provide to CPD a detailed description of that item(s) it wishes CPD to locate and purchase. The submission of this description shall include a maximum price it is willing to pay.
 - b. Bisbee shall reimburse CPD for any purchases CPD makes on Bisbee's behalf, plus shall reimburse the County for its employee hours spend on the procurement at the rate of \$40/hour, within thirty days of receiving CPD's notice of purchase.
6. **CPD's Obligations.**
 - a. CPD shall make all necessary efforts to ensure that every item located and/or purchased on behalf of Bisbee is obtained pursuant to its own policies, as well as compliant with local and state law, and represents the best possible bargain for the money.
7. **Cooperation.** Bisbee and CPD shall each take all acts necessary or reasonably necessary to cooperate with the other to effect the terms and conditions of this Agreement.
8. **Scope of Relationship.** Nothing in this Agreement will be construed as establishing a partnership, joint venture, or similar relationship between the Parties and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
9. **Employees.** Each party's employees shall remain under the exclusive direction and control of their respective employer, and no employee of each party shall be considered employee or joint employee of the other party. Each party's employees shall not be entitled to employment benefits or any compensation from the other party.
10. **Termination.** This Agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically for additional one year periods,

provided, however, that either party may terminate this Agreement without cause upon sixty (60) days notice to the other party.

11. **Notices.** Notices shall be delivered to the addresses as set forth below. Notices are deemed to be received 24 hours after they are transmitted via telefax or are deemed received immediately if provided by hand delivery.

To Bisbee
Attn. City Manager
118 Arizona Street
Bisbee, Arizona 85603

To CPD
Attn. Terry Hudson
1415 Melody Ln, #C
Bisbee, Arizona 85603

12. **Indemnification.** Each Party to this Agreement agrees to indemnify, defend, and hold harmless the other, its officials, officers, employees, and agents, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury, including bodily injury and death, and property damage liability to a limit of not less than \$1,000,000.00. The insurance limits set forth above shall not be deemed to limit the scope of indemnification set forth above.

13. **Compliance with Legal Authorities.**

- a. The Parties shall each be responsible for their respective compliance with all requirements of any federal, state, county, or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
- b. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

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

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

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

17. **Compliance with Immigration Laws.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws

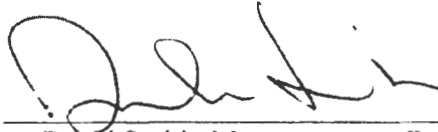
applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

18. **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.
19. **Public Records Law.** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.
20. **Jurisdiction and Applicable Law.** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.
21. **Amendments.** This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the Parties against whom enforcement thereof may be sought.
22. **Paragraph Headings.** Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.
23. **Interpretations.** Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
24. **Entire Agreement.** The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.
25. **Construction.** This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
26. **Governing Law.** This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in

Arizona, and venue for any action to enforce this Agreement shall be in Cochise County, Arizona.

CITY OF BISBEE

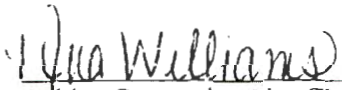
COCHISE COUNTY

By:  5-17-17
David Smith, Mayor Date

By: _____ Date
Ann English, Chair
Board of Supervisors

ATTEST:

ATTEST:

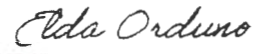
 for 5-17-17
Ashlee Coronado, City Clerk Date

Arlethe Rios, Clerk of the Board Date

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

ATTORNEY FOR BISBEE

ATTORNEY FOR COCHISE COUNTY

 5.17.17
Eida Orduño Date


Britt Hanson Date

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017

Approve Cost Proposal for Bisbee Douglas International Airport Taxiway A Reconstruction

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: Maria Morales **TITLE of PRESENTER:** Senior Buyer

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve cost proposal for the Bisbee Douglas International Airport in the not to exceed amount of \$136,270 to Armstrong Consultants, Inc. for engineering services for the reconstruction of BDI Taxiway A, AIP No. 3-04-0013-011-2016.

Background:

On July 2, 2013, the Cochise County Board of Supervisors approved an award of contract (Master Agreement) for Airport Planning & Engineering Services to Armstrong Consultants as a result of Request for Qualifications (RFQ) No. 12-23-FAC-01. An independent fee study (IFS) was conducted to evaluate the scope of work and cost proposal from Armstrong Consultant's for this project. Based on the IFS, the cost proposal being recommended has been approved by the FFA and ADOT. The Taxiway A project has been on the airport capital improvement plan since 2013 with 90% of the funding provide by the FAA and ADOT.

Department's Next Steps (if approved):

Issue purchase order and monitor contract performance. Advertise and publish the construction solicitation.

Impact of NOT Approving/Alternatives:

The Airport taxiway reconstruction will not be completed as per the 5 year FAA scheduled airport capital improvement plan. Funding from the FAA for the plan updates would be forfeited this year.

To BOS Staff: Document Disposition/Follow-Up:

Obtain Board Chairman's signature after 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

Fiscal Impact & Funding Sources (if known):

Funding for this project has been allocated in the following fund line:400-2300-2339-421.600

Attachments

Attachment G Armstrong Consultants PSA

**ATTACHMENT G
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2017**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on July 2, 2013, between **COCHISE COUNTY, ARIZONA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Bisbee Douglas International Airport, Douglas, Arizona

3. **WORK PROGRAM** – Attached

Element 1 – *Reconstruct Taxiway A, (Approx. 2,350 ft x 25 ft) – Construction Only*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Bidding Services	\$8,280.00
Element 1 – Construction Period Services	
Construction Administration Services	\$27,980.00
Construction Inspection Services	\$53,500.00
Acceptance Testing Services	**\$36,850.00
<u>Element 1 – Project Closeout</u>	<u>\$9,660.00</u>
Engineering Total	\$136,270.00

*** Acceptance Testing Services will only be charged at what the subconsultant charges Armstrong plus the 10% assumption of risk markup.*

5. **ATTACHMENTS** - Required Contact Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
**COCHISE COUNTY
BOARD OF SUPERVISORS**

Richard Searle, Chairman

ENGINEER:
ARMSTRONG CONSULTANTS, INC.



Dennis Corsi, President

**SCOPE OF WORK
BISBEE DOUGLAS INTERNATIONAL AIRPORT
AIP NO. 3-04-0013-011-2017**

ELEMENT #1 RECONSTRUCT TAXIWAY A, (Approx. 2,350 ft x 25 ft) – CONSTRUCTION ONLY

1. This project includes reconstruction of Taxiway A from approximately Taxiway A2 to Taxiway A4. The design was completed under AIP 10 in 2016. A summary of the project scope is below.
 - 1.1. Based on the approved Airport Layout Plan and the current traffic mix, the appropriate Taxiway Design Group (TDG) is TDG-1. The pavement geometry design will be in accordance with FAA AC 150/5300-13A. Specifically, Tables 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.
 - 1.2. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 12,500 lbs SWG. FAA FAARFIELD software will be utilized during the design of the pavement section.
 - 1.3. New pavement markings will be designed meet FAA AC 150/5340-1L. Type I, Gradation A glass beads will be specified for the painted surfaces.
 - 1.4. Drainage improvements are not anticipated on this project as impervious area will be reduced and surface water flows over-land in the project vicinity.
 - 1.5. No lighting will be installed under this project.

Estimated Construction Cost (Element 1) is: \$850,000

Estimated Construction Period (Element 1) is: 50 days¹

I. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, ADOT MPD Aeronautics Group and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda.

4. Attend bid opening at the date and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

II. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules.
2. Provide Sponsor, ADOT MPD Aeronautics Group and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Coordinate a Construction Management Plan with the Contractor prior to paving operations commencing.
5. Conduct pre-construction conference.
6. No AGIS survey requirements are to be conducted as a part of this contract or project.
7. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.

8. Provide technical assistance and recommendations to the airport during construction. This item includes four (4) trips to the job site and daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
9. Conduct pre-paving conference to review Contractors laydown, testing and surveying plans.
10. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
11. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA and ADOT payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system and ADOT submittal process.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full time resident inspector (“representative” if part time) to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor’s and Subcontractor’s employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA, ADOT, and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA, ADOT, and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action

C. Acceptance Testing Services

1. Acceptance Testing will be conducted by a subconsultant hired by the Engineer in accordance with the requirements listed in the technical specifications developed for the project for the following items:

Item P-152	Excavation and Embankment
Item P-155	Lime Treated Subgrade
Item P-208	Crushed Aggregate Base Course
Item P-401	Plant Mix Bituminous Pavement
Item P-610	Structural Portland Cement Concrete

III. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms including SF 425, SF 271 and the grant closeout letter.
3. Update Pavement Strength Survey form as necessary to reflect new pavement construction.
4. Update Airport Layout Plan, Sheet 2, to reflect as-built conditions.
5. Prepare record drawings, indicating changes made to the design during construction. The FAA, ADOT, and Sponsor will each receive a copy of the record drawings in the format they choose.
6. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

Table 1 – Applicability of Provisions

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts	Check if included
a. Access to Records and Reports	\$ 0	REQD	REQD	REQD	REQD	n/a	x
b. Buy American Preferences	\$ 0	Limited	REQD	REQD	Limited	n/a	
(1) Buy American Statement	\$ 0	Limited	REQD	REQD	Limited	n/a	
(2) Buy American – Total Facility	\$ 0	Limited	REQD	REQD	Limited	n/a	
(3) Buy American – Manufactured Product	\$ 0	Limited	REQD	REQD	Limited	n/a	
c. Civil Rights – General	\$ 0	REQD	REQD	REQD	REQD	REQD	x
d. Civil Rights - Title VI Assurances	\$ 0	REQD	REQD	REQD	REQD	REQD	x
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	x
(2) Clause - Contracts	\$ 0	REQD	REQD	REQD	REQD	REQD	x
(3) Clause – Transfer of U.S. Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(4) Clause – Transfer of Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(5) Clause - Construct/Use/Access to Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(6) List – Pertinent Authorities	\$0	REQD	REQD	REQD	REQD	REQD	x
e. Disadvantaged Business Enterprise	\$ 0	REQD	REQD	REQD	REQD	n/a	x
f. Energy Conservation Requirements	\$ 0	REQD	REQD	REQD	REQD	n/a	x
g. Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	x
h. Occupational Safety and Health Act	\$ 0	REQD	REQD	REQD	REQD	REQD	x
i. Rights to Inventions	\$ 0	Limited	Limited	Limited	n/a	n/a	
j. Trade Restriction Certification	\$ 0	REQD	REQD	REQD	REQD	n/a	x
k. Veteran’s Preference	\$ 0	REQD	REQD	REQD	REQD	n/a	x
l. Seismic Safety	\$ 0	Limited	Limited	n/a	n/a	n/a	
m. Copeland Anti-Kickback	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
n. Davis Bacon Requirements	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
o. Distracted Driving	\$3,000	REQD	REQD	REQD	REQD	n/a	x
p. Affirmative Action Requirement	\$10,000	Limited	REQD	Limited	Limited	n/a	x
q. Equal Employment Opportunity	\$10,000	Limited	REQD	Limited	Limited	n/a	x
(1) EEO Contract Clause	\$10,000	Limited	REQD	Limited	Limited	n/a	x
(2) EEO Specification	\$10,000	Limited	REQD	Limited	Limited	n/a	x
r. Prohibition of Segregated Facilities	\$10,000	Limited	REQD	Limited	Limited	n/a	
s. Recovered Materials	\$10,000	Limited	REQD	REQD	Limited	n/a	
t. Termination of Contract	\$10,000	REQD	REQD	REQD	REQD	n/a	x
u. Debarment and Suspension	\$25,000	REQD	REQD	REQD	Limited	n/a	x
v. Contract Work Hours and Safety Standards	\$100,000	Limited	REQD	Limited	Limited	n/a	
w. Lobbying Federal Employees	\$ 100,000	REQD	REQD	REQD	REQD	n/a	x
x. Breach of Contract	\$150,000	REQD	REQD	REQD	REQD	n/a	x
y. Clean Air/Water Pollution Control	\$150,000	REQD	REQD	REQD	REQD	n/a	x

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: ***[sponsor must insert established goal]***

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated

starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **City of Holbrook, Navajo County, Arizona.**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor* | *Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor* | *Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor* | *Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor* | *Consultant*] fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

TITLE VI SOLICITATION NOTICE:

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Holbrook to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the wo

Action 11.
Finance

Regular Board of Supervisors Meeting

Meeting Date: 06/13/2017

PSPRS amortization

Submitted By: Nike Noack, Finance

Department: Finance

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

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

NAME of PRESENTER: Lynette Nowlan **TITLE of PRESENTER:** Finance Director

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** HB 2485

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 17-08 to approve a change to the Public Safety Personnel Retirement System (PSPRS) amortization from 20 to 30 years.

Background:

During the 2017 legislative session, the legislature passed HB2485 with an emergency clause. The bill provides a onetime option to select a 30 year amortization of the PSPRS unfunded liability vs. the current 20 year amortization. The emergency clause allows this option to be in place for the FY18 fiscal year if a resolution by the BOS can be approved by the June 28, 2017 PSPRS Board of Trustees meeting. For Cochise County, this would reduce the PSPRS contribution rate from 54.96% to 43.92%. A reduction of 9.04%.

Department's Next Steps (if approved):

Send the approved resolution to the PSPRS in preparation for the June 30, 2017 Board of Trustees meeting.

Impact of NOT Approving/Alternatives:

The FY18 PSPRS contribution rate for Cochise County will remain at the higher rate of 54.96%.

To BOS Staff: Document Disposition/Follow-Up:

Please send approved resolution to Finance.

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):

Changing the amortization to 30 years would allow a drop in the PSPRS rate from 54.96% to 45.92%

Attachments

CSA memo and Resolution

Resolution - Final

Board of Trustees

Brian P. Tobin, Chairman
William T. Buividas, Vice Chairman
William C. Davis, Trustee
Edward J. McNeill, Trustee
Bryan Raines, Trustee
Mike Scheidt, Trustee
Dean M. Scheinert, Trustee
Donald A. Smith, Jr., Trustee

**PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM
CORRECTIONS OFFICER RETIREMENT PLAN
ELECTED OFFICIALS' RETIREMENT PLAN**

3010 East Camelback Road, Suite 200
Phoenix, Arizona 85016-4416
Telephone: (602) 255-5575
Fax: (602) 255-5572
www.psprs.com

Administration

Jared A. Smout
Administrator
Dave DeJonge
Deputy Administrator
Ryan Parham
Chief Investment Officer

MEMO

Date: Thursday, 18 May 2017

To: John Flynn, Executive Director, Arizona Fire District Association
Ken Strobeck, Executive Director, League of Arizona Cities and Towns
Craig Sullivan, Executive Director, County Supervisors Association
Manuel Johnson, Tribal Government Representative, PSPRS Advisory Committee

From: Jared Smout, Administrator, Public Safety Personnel Retirement System

Re: HB2485; Employer ability to increase their individual amortization period

Gentlemen, an unintended, yet possibly beneficial, consequence of the emergency clause attached to HB2485 and the unanticipated amendment to SB1442 affecting the amortization period of the unfunded liabilities is that an employer has the ability to choose a longer amortization period now and have it applied to their June 30, 2016 actuarial valuation, thereby possibly lowering their fiscal 2017-18 employer contribution rate. This is not being recommended by the Board of Trustees, but is an option to provide short-term relief for those employers who may need it.

Unfortunately, that does not give us much time to act in the event an employer does want to pursue that option now. As such, I have asked our actuaries to calculate a revised employer contribution rate based on a 30-year amortization period for each employer. This will facilitate an efficient and speedy process to help them make a decision, but what we will not be able to do in this short period of time is to provide any individual analysis on the effects of a longer amortization period, including dollar costs, provide the rate for a period different than 30 years or make individual presentations to the governing body in their efforts to decide.

Therefore, I am seeking your help to communicate this message to your respective groups and our limitations placed upon us right now. I am providing the rates, a standard resolution to be used by their governing body and a memo from our actuaries outlining the pros and cons of choosing to extend the amortization period.

In order for their fiscal 2017-18 rate to be revised, the only two opportunities for the Board of Trustees to hear these requests are at the May 31 and June 28 meetings, where we must receive the written request with the adopted resolution one week prior to each meeting date.

If an employer is in need of this relief and can afford to wait, it is recommended they do in order to take a more measured approach to this decision. For the June 30, 2017 valuations to be released in the fall, we will be able to provide more data to help employers make a more informed decision while they discuss and digest the information over a longer period of time.

Date: May 16, 2017

To: Jared Smout, Arizona Public Safety Personnel Retirement System

From: James D. Anderson, FSA, EA, MAAA, Francois Pieterse, ASA, FCA, MAAA and Mark Buis, FSA, EA, FCA, MAAA

Re: **Pros and Cons of Lengthening the Amortization Period**

This memorandum explores the pros and cons of lengthening the amortization period for legacy Public Safety Personnel Retirement System (PSPRS) and Corrections Officer Retirement Plan (CORP) plans. The current remaining amortization period is 20 years. HB 2485 allows employers to make a one-time request of the Retirement Board to lengthen the amortization period to 30 years.

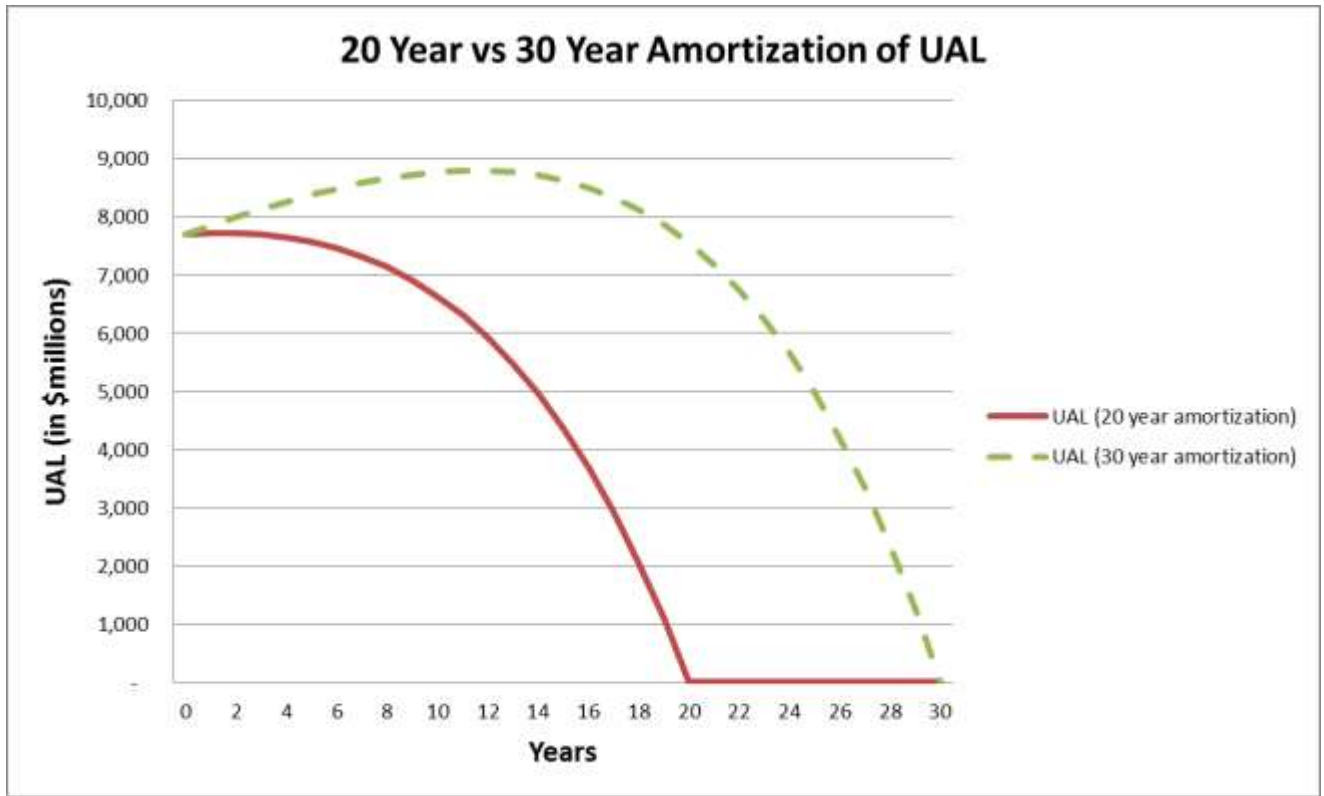
Pros:

- By lengthening the amortization period, the same debt (unfunded liability) is paid off over a longer period of time, thereby decreasing the initial total contribution requirement.
- Significant spikes in employer contribution rates for pension funds could wreak havoc on budgets and budget planning. Lengthening the amortization period could restore a modicum of predictability when budgeting.

Cons:

- Lengthening the amortization period increases the time during which the plan experiences so-called “negative amortization” – during which employers effectively pay only part of the interest and no principal on the debt, so the unfunded liability actually grows before decreasing.
- Pension funding becomes costlier over the long run by lengthening the amortization period due to additional interest that employers must pay on their amortized portions.
- When lengthening the amortization period, deferring recognition of pension costs that have already occurred inappropriately shifts these costs to future taxpayers (i.e. violating generational equity). Borrowing through the pension funds is not as transparent to taxpayers and works to hide rapidly mounting costs from them.
- Lengthening the amortization period may destabilize the pension system to the degree it undermines the amount of assets available to the fund for future benefits.
- Overfunded plans could have an increase in contribution amounts when the amortization period is lengthened.

A graphical depiction of the impact of lengthening the amortization period under level percent of payroll financing follows.



James D. Anderson, Francois Pieterse and Mark Buis are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

PSPRS Employer Contribution Rates (Pension + Health)

Comparison of 20- and 30-year Amortizations of Unfunded (as of June 30, 2016 for July 1, 2017)

Division	Name	Funded	20-Year Rate	30-Year Rate	Δ
COUNTIES					
101	APACHE COUNTY SHERIFF'S DEPT.	30.63%	54.08%	45.41%	-8.67%
046	COCHISE COUNTY SHERIFF'S DEPT.	39.76%	54.96%	45.92%	-9.04%
061	COCONINO COUNTY SHERIFF'S DEPT.	51.37%	62.70%	51.66%	-11.04%
112	GILA COUNTY SHERIFF'S DEPT.	39.86%	51.45%	43.09%	-8.36%
140	GRAHAM COUNTY SHERIFF'S DEPT.	57.93%	41.36%	35.34%	-6.02%
157	GREENLEE COUNTY ATTORNEY INVEST.	567.49%	7.55%	7.45%	-0.10%
123	GREENLEE COUNTY SHERIFF'S DEPT.	72.17%	28.26%	25.13%	-3.13%
173	LA PAZ COUNTY ATTORNEY INVEST.	55.24%	8.00%	8.00%	0.00%
103	LA PAZ COUNTY SHERIFF'S DEPT.	39.22%	48.76%	40.66%	-8.10%
165	MARICOPA COUNTY ATTORNEY INVEST.	54.75%	46.41%	39.88%	-6.53%
202	MARICOPA COUNTY PARK RANGERS	84.31%	8.00%	8.00%	0.00%
016	MARICOPA COUNTY SHERIFF'S OFFICE	45.18%	52.79%	44.60%	-8.19%
043	MOHAVE COUNTY SHERIFF'S DEPT.	51.42%	52.02%	43.43%	-8.59%
158	NAVAJO COUNTY ATTORNEY INVEST.	10.85%	5.00%	5.00%	0.00%
071	NAVAJO COUNTY SHERIFF'S DEPT.	37.67%	44.42%	37.43%	-6.99%
154	PIMA COUNTY ATTORNEY INVEST.	43.08%	86.29%	70.02%	-16.27%
039	PIMA COUNTY SHERIFF'S DEPT.	43.18%	63.51%	52.85%	-10.66%
104	PINAL COUNTY SHERIFF'S DEPT.	54.41%	41.13%	35.63%	-5.50%
087	SANTA CRUZ COUNTY SHERIFF'S DEPT.	43.67%	52.48%	43.94%	-8.54%
187	YAVAPAI COUNTY ATTORNEY INVEST.	-12.21%	5.00%	5.00%	0.00%
098	YAVAPAI COUNTY SHERIFF'S DEPT.	43.46%	52.15%	43.63%	-8.52%
034	YUMA COUNTY SHERIFF'S DEPT.	52.85%	40.20%	34.73%	-5.47%
FIRE DISTRICTS					
162	AVRA VALLEY FIRE DISTRICT	88.10%	17.16%	16.52%	-0.64%
219	BLACK CANYON FIRE DISTRICT	91.52%	17.26%	16.47%	-0.79%
212	BUCKEYE VALLEY FIRE DISTRICT	87.68%	18.57%	17.78%	-0.79%
064	BUCKSKIN FIRE DISTRICT	32.38%	34.97%	29.99%	-4.98%
258	CENTRAL AZ FIRE AND MEDICAL	52.61%	43.73%	37.14%	-6.59%
249	CHRISTOPHER-KOHL'S FIRE DISTRICT	89.36%	19.10%	18.57%	-0.53%
259	COPPER CANYON FIRE AND MEDICAL	70.19%	25.69%	23.24%	-2.45%
226	CORONA DE TUCSON FIRE DISTRICT	63.99%	26.81%	24.47%	-2.34%
143	DAISY MOUNTAIN FIRE DISTRICT	75.65%	24.50%	22.51%	-1.99%
049	DREXEL HEIGHTS FIRE DISTRICT	68.71%	29.99%	26.54%	-3.45%
213	ELOY FIRE DISTRICT	72.80%	22.33%	20.64%	-1.69%
134	FORT MOJAVE MESA FIRE DISTRICT	55.26%	43.80%	37.30%	-6.50%
054	FRY FIRE DISTRICT	43.76%	49.89%	42.13%	-7.76%
227	GOLDEN SHORES FIRE DISTRICT	122.95%	14.11%	14.11%	0.00%
142	GOLDEN VALLEY FIRE DISTRICT	76.65%	23.07%	21.39%	-1.68%
133	GOLDER RANCH FIRE DISTRICT	68.87%	26.09%	23.62%	-2.47%
194	GREEN VALLEY FIRE DISTRICT	61.89%	34.41%	29.94%	-4.47%
232	GROOM CREEK FIRE DISTRICT	98.35%	14.32%	14.10%	-0.22%
238	HARQUAHALA FIRE DISTRICT	106.30%	14.92%	14.94%	0.02%
192	HEBER-OVERGAARD FIRE DISTRICT	97.69%	17.51%	17.20%	-0.31%
193	HELLSGATE FIRE DISTRICT	57.44%	33.79%	29.80%	-3.99%
199	HIGHLANDS FIRE DISTRICT	58.06%	33.69%	29.51%	-4.18%
252	LAKE MOHAVE RANCHOS FIRE DISTRICT	66.17%	41.53%	34.98%	-6.55%
168	MAYER FIRE DISTRICT	74.88%	25.57%	23.29%	-2.28%
072	MOHAVE VALLEY FIRE DISTRICT	86.35%	21.87%	20.45%	-1.42%
233	MOUNT LEMMON FIRE DISTRICT	99.38%	16.31%	16.05%	-0.26%
053	NORTHERN AZ. CONSOLIDATED FIRE DISTRICT #1	57.49%	37.05%	32.40%	-4.65%
147	NORTHWEST FIRE DISTRICT	66.12%	30.84%	27.43%	-3.41%
244	ORACLE FIRE DISTRICT	107.16%	16.77%	16.76%	-0.01%
254	PALOMINAS FIRE DISTRICT	175.09%	14.81%	15.01%	0.20%
145	PICTURE ROCKS FIRE DISTRICT	71.93%	28.98%	25.32%	-3.66%
150	PINE-STRAWBERRY FIRE DISTRICT	55.34%	39.16%	33.74%	-5.42%
185	PINETOP FIRE DISTRICT	54.99%	33.29%	29.24%	-4.05%
207	PINEWOOD FIRE DISTRICT	55.19%	30.45%	27.13%	-3.32%
256	PONDEROSA FIRE DISTRICT	94.13%	12.78%	12.59%	-0.19%

PSPRS Employer Contribution Rates (Pension + Health)

Comparison of 20- and 30-year Amortizations of Unfunded (as of June 30, 2016 for July 1, 2017)

Division	Name	Funded	20-Year Rate	30-Year Rate	Δ
221	QUARTZSITE FIRE DISTRICT	80.52%	19.58%	18.37%	-1.21%
251	QUEEN VALLEY FIRE DISTRICT	84.04%	22.57%	21.53%	-1.04%
208	RINCON VALLEY FIRE DISTRICT	86.11%	19.21%	18.33%	-0.88%
200	RIO RICO FIRE DISTRICT	96.93%	16.35%	16.03%	-0.32%
222	RIO VERDE FIRE DISTRICT	72.91%	31.59%	27.87%	-3.72%
166	SEDONA FIRE DISTRICT	56.07%	34.85%	30.37%	-4.48%
195	SUMMIT FIRE DISTRICT	68.04%	29.39%	26.04%	-3.35%
177	SUN CITY FIRE DISTRICT	44.89%	55.94%	46.54%	-9.40%
170	NORTH COUNTY FIRE & MEDICAL	56.53%	35.68%	30.92%	-4.76%
155	SUN LAKES FIRE DISTRICT	67.83%	31.75%	27.95%	-3.80%
255	SUN SITES PEARCE FIRE DISTRICT	120.49%	12.59%	12.97%	0.38%
148	SUPERSTITION FIRE AND MEDICAL DISTRICT	68.49%	29.10%	25.88%	-3.22%
188	THREE POINTS FIRE DISTRICT	71.01%	25.90%	23.55%	-2.35%
257	TIMBER MESA FIRE AND MEDICAL DIST	82.75%	20.81%	19.62%	-1.19%
209	TONOPAH VALLEY FIRE DISTRICT	124.47%	15.65%	15.69%	0.04%
201	TRI-CITY FIRE DISTRICT	77.97%	20.42%	19.16%	-1.26%
172	TUBAC FIRE DISTRICT	78.90%	25.77%	23.60%	-2.17%
203	VERDE VALLEY FIRE DISTRICT	73.81%	26.06%	23.55%	-2.51%
250	WHETSTONE FIRE DISTRICT	182.16%	12.37%	12.64%	0.27%
237	WILLIAMSON VALLEY FIRE DISTRICT	98.08%	13.64%	13.47%	-0.17%
241	WITTMANN FIRE DISTRICT	88.57%	19.01%	18.36%	-0.65%
CITIES & TOWNS					
070	APACHE JUNCTION POLICE DEPT.	37.19%	53.29%	44.70%	-8.59%
059	AVONDALE FIRE DEPT.	72.60%	25.74%	23.40%	-2.34%
139	AVONDALE POLICE DEPT.	62.00%	27.45%	24.55%	-2.90%
245	BENSON FIRE DEPT.	79.34%	33.67%	30.41%	-3.26%
037	BENSON POLICE DEPT.	51.91%	34.17%	29.46%	-4.71%
001	BISBEE FIRE DEPT.	7.53%	83.71%	67.62%	-16.09%
038	BISBEE POLICE DEPT.	14.82%	134.54%	107.05%	-27.49%
190	BUCKEYE FIRE DEPT.	77.13%	21.81%	20.36%	-1.45%
106	BUCKEYE POLICE DEPT.	62.73%	26.61%	24.08%	-2.53%
044	BULLHEAD CITY FIRE DEPT.	64.34%	40.83%	34.87%	-5.96%
114	BULLHEAD CITY POLICE DEPT.	50.94%	47.59%	40.14%	-7.45%
121	CAMP VERDE MARSHALS	63.08%	33.57%	29.40%	-4.17%
002	CASA GRANDE FIRE DEPT.	54.51%	39.96%	34.36%	-5.60%
003	CASA GRANDE POLICE DEPT.	40.76%	49.29%	41.50%	-7.79%
229	CAVE CREEK MARSHALS	70.83%	24.89%	22.82%	-2.07%
004	CHANDLER FIRE DEPT.	61.53%	37.09%	32.09%	-5.00%
005	CHANDLER POLICE DEPT.	53.43%	42.22%	36.04%	-6.18%
109	CHINO VALLEY POLICE DEPT.	62.25%	33.55%	29.38%	-4.17%
228	CITY OF MARICOPA FIRE DEPT.	86.73%	19.44%	18.58%	-0.86%
243	CITY OF MARICOPA POLICE DEPT.	89.51%	17.99%	17.39%	-0.60%
105	CLARKDALE POLICE DEPT.	63.20%	34.65%	29.96%	-4.69%
006	CLIFTON FIRE DEPT.	38.51%	5.00%	5.00%	0.00%
083	CLIFTON POLICE DEPT.	152.66%	13.50%	13.67%	0.17%
239	COOLIDGE FIRE DEPT.	95.72%	16.77%	16.49%	-0.28%
085	COOLIDGE POLICE DEPT.	47.75%	39.09%	33.55%	-5.54%
102	COTTONWOOD FIRE DEPT.	70.24%	26.61%	24.12%	-2.49%
066	COTTONWOOD POLICE DEPT.	39.06%	47.60%	40.21%	-7.39%
246	DESERT HILLS FIRE DEPT.	78.87%	18.53%	17.58%	-0.95%
008	DOUGLAS FIRE DEPT.	30.03%	64.01%	53.06%	-10.95%
009	DOUGLAS POLICE DEPT.	34.54%	65.82%	54.19%	-11.63%
089	EAGAR POLICE DEPT.	44.50%	78.31%	63.79%	-14.52%
127	EL MIRAGE FIRE DEPT.	78.87%	21.61%	20.10%	-1.51%
093	EL MIRAGE POLICE DEPT.	56.17%	32.60%	28.64%	-3.96%
079	ELOY POLICE DEPT.	63.89%	34.70%	30.19%	-4.51%
010	FLAGSTAFF FIRE DEPT.	39.71%	75.11%	61.62%	-13.49%
011	FLAGSTAFF POLICE DEPT.	38.83%	54.73%	45.54%	-9.19%
176	FLORENCE FIRE DEPT.	99.56%	15.88%	15.64%	-0.24%

PSPRS Employer Contribution Rates (Pension + Health)

Comparison of 20- and 30-year Amortizations of Unfunded (as of June 30, 2016 for July 1, 2017)

Division	Name	Funded	20-Year Rate	30-Year Rate	Δ
091	FLORENCE POLICE DEPT.	88.60%	19.92%	19.09%	-0.83%
055	FREDONIA MARSHALS	91.96%	22.22%	20.84%	-1.38%
149	GILBERT FIRE DEPT.	79.21%	23.49%	21.61%	-1.88%
081	GILBERT POLICE DEPT.	60.50%	33.69%	29.54%	-4.15%
012	GLENDALE FIRE DEPT.	58.40%	42.08%	36.20%	-5.88%
013	GLENDALE POLICE DEPT.	47.80%	45.38%	38.54%	-6.84%
014	GLOBE FIRE DEPT.	39.96%	61.82%	51.09%	-10.73%
131	GLOBE POLICE DEPT.	38.74%	64.10%	53.03%	-11.07%
136	GOODYEAR FIRE DEPT.	73.09%	24.57%	22.42%	-2.15%
137	GOODYEAR POLICE DEPT.	62.89%	29.93%	26.63%	-3.30%
167	GUADALUPE FIRE DEPT.	51.93%	36.69%	31.78%	-4.91%
178	HAYDEN POLICE DEPT.	309.46%	16.43%	16.65%	0.22%
086	HOLBROOK POLICE DEPT.	27.03%	77.36%	62.83%	-14.53%
253	HUACHUCA CITY POLICE DEPT.	64.37%	26.96%	25.07%	-1.89%
210	JEROME POLICE DEPT.	134.68%	17.43%	17.51%	0.08%
156	KEARNY POLICE DEPT.	59.37%	74.13%	60.60%	-13.53%
015	KINGMAN FIRE DEPT.	55.08%	44.30%	37.72%	-6.58%
040	KINGMAN POLICE DEPT.	51.61%	43.09%	36.61%	-6.48%
042	LAKE HAVASU CITY FIRE DEPT.	45.47%	49.42%	41.61%	-7.81%
067	LAKE HAVASU CITY POLICE DEPT.	43.92%	54.85%	45.76%	-9.09%
130	MAMMOTH POLICE DEPT.	108.56%	14.85%	14.85%	0.00%
107	MARANA POLICE DEPT.	58.82%	33.10%	29.06%	-4.04%
017	MESA FIRE DEPT.	51.68%	52.26%	44.04%	-8.22%
018	MESA POLICE DEPT.	48.29%	54.86%	46.17%	-8.69%
116	MIAMI POLICE DEPT.	57.99%	42.60%	36.40%	-6.20%
020	NOGALES FIRE DEPT.	47.87%	50.64%	42.79%	-7.85%
080	NOGALES POLICE DEPT.	53.49%	44.76%	38.22%	-6.54%
122	ORO VALLEY POLICE DEPT.	61.47%	34.85%	30.49%	-4.36%
097	PAGE FIRE DEPT.	79.14%	18.52%	17.45%	-1.07%
096	PAGE POLICE DEPT.	57.88%	37.11%	31.82%	-5.29%
076	PARADISE VALLEY POLICE DEPT.	32.72%	67.89%	55.77%	-12.12%
060	PARKER POLICE DEPT.	66.32%	31.06%	27.42%	-3.64%
128	PATAGONIA MARSHALS	55.92%	47.85%	41.48%	-6.37%
051	PAYSON FIRE DEPT.	53.65%	35.83%	30.93%	-4.90%
052	PAYSON POLICE DEPT.	32.50%	79.18%	64.66%	-14.52%
073	PEORIA FIRE DEPT.	66.92%	31.69%	27.97%	-3.72%
074	PEORIA POLICE DEPT.	52.66%	41.56%	35.52%	-6.04%
021	PHOENIX FIRE DEPT.	46.86%	62.69%	52.09%	-10.60%
022	PHOENIX POLICE DEPT.	44.59%	67.30%	55.81%	-11.49%
100	PIMA POLICE DEPT.	183.34%	16.07%	16.17%	0.10%
113	PINETOP-LAKESIDE POLICE DEPT.	33.38%	67.31%	55.40%	-11.91%
023	PRESCOTT FIRE DEPT.	36.04%	91.61%	73.90%	-17.71%
024	PRESCOTT POLICE DEPT.	24.94%	85.43%	69.21%	-16.22%
088	PRESCOTT VALLEY POLICE DEPT.	61.45%	33.78%	29.54%	-4.24%
144	QUARTZSITE POLICE DEPT.	86.44%	22.93%	21.03%	-1.90%
247	QUEEN CREEK FIRE DEPT.	96.02%	15.99%	15.62%	-0.37%
047	SAFFORD POLICE DEPT.	34.51%	63.68%	52.72%	-10.96%
174	SAHUARITA POLICE DEPT.	82.34%	21.56%	20.25%	-1.31%
163	SAN LUIS FIRE DEPT.	83.32%	20.04%	18.95%	-1.09%
095	SAN LUIS POLICE DEPT.	68.50%	25.42%	23.05%	-2.37%
223	SCOTTSDALE FIRE DEPT.	93.37%	17.63%	17.05%	-0.58%
025	SCOTTSDALE POLICE DEPT.	53.11%	47.58%	40.56%	-7.02%
129	SEDONA POLICE DEPT.	60.56%	33.97%	29.51%	-4.46%
078	SHOW LOW POLICE DEPT.	52.56%	40.08%	34.27%	-5.81%
026	SIERRA VISTA FIRE DEPT.	51.52%	46.36%	39.16%	-7.20%
036	SIERRA VISTA POLICE DEPT.	41.20%	51.15%	43.08%	-8.07%
065	SNOWFLAKE POLICE DEPT.	46.79%	42.20%	36.07%	-6.13%
171	SOMERTON FIRE DEPT.	69.21%	28.36%	25.62%	-2.74%
169	SOMERTON POLICE DEPT.	66.31%	29.21%	26.02%	-3.19%

PSPRS Employer Contribution Rates (Pension + Health)

Comparison of 20- and 30-year Amortizations of Unfunded (as of June 30, 2016 for July 1, 2017)

Division	Name	Funded	20-Year Rate	30-Year Rate	Δ
248	SONOITA ELGIN FIRE DEPT.	115.13%	15.10%	15.14%	0.04%
058	SOUTH TUCSON FIRE DEPT.	38.71%	161.32%	127.35%	-33.97%
069	SOUTH TUCSON POLICE DEPT.	7.57%	83.77%	68.10%	-15.67%
092	SPRINGVILLE POLICE DEPT.	67.65%	40.43%	34.51%	-5.92%
153	ST. JOHNS POLICE DEPT.	73.08%	25.76%	23.14%	-2.62%
094	SUPERIOR POLICE DEPT.	69.40%	27.49%	24.92%	-2.57%
120	SURPRISE FIRE DEPT.	72.13%	24.94%	22.75%	-2.19%
110	SURPRISE POLICE DEPT.	59.31%	30.84%	27.34%	-3.50%
027	TEMPE FIRE DEPT.	45.80%	64.85%	53.77%	-11.08%
028	TEMPE POLICE DEPT.	41.01%	56.57%	47.06%	-9.51%
117	THATCHER POLICE DEPT.	50.26%	46.31%	38.97%	-7.34%
108	TOLLESON FIRE DEPT.	73.01%	28.83%	25.92%	-2.91%
090	TOLLESON POLICE DEPT.	58.25%	32.42%	28.61%	-3.81%
132	TOMBSTONE MARSHALS	399.63%	9.30%	9.64%	0.34%
216	TOWN OF SUPERIOR FIRE DEPT.	120.67%	15.93%	16.05%	0.12%
029	TUCSON FIRE	33.71%	70.83%	58.34%	-12.49%
030	TUCSON POLICE	36.49%	76.88%	63.11%	-13.77%
111	WELLTON POLICE DEPT.	33.06%	54.53%	44.93%	-9.60%
217	WICKENBURG FIRE DEPT.	78.73%	19.63%	18.56%	-1.07%
126	WICKENBURG POLICE DEPT.	47.99%	34.64%	30.00%	-4.64%
077	WILLCOX POLICE DEPT.	40.48%	62.76%	51.94%	-10.82%
115	WILLIAMS POLICE DEPT.	65.80%	31.06%	27.83%	-3.23%
031	WINSLOW FIRE DEPT.	243.45%	11.40%	11.65%	0.25%
050	WINSLOW POLICE DEPT.	61.89%	39.94%	34.06%	-5.88%
118	YOUNGTOWN POLICE DEPT.	45.01%	8.00%	8.00%	0.00%
032	YUMA FIRE DEPT.	40.60%	59.80%	49.95%	-9.85%
033	YUMA POLICE DEPT.	46.82%	53.43%	44.83%	-8.60%
TRIBAL EMPLOYERS					
224	AK CHIN INDIAN COMM. FIRE DEPT.	77.46%	20.86%	19.41%	-1.45%
225	AK CHIN INDIAN COMM. POLICE DEPT.	87.35%	17.83%	17.19%	-0.64%
197	FORT MCDOWELL TRIBAL FIRE DEPT.	98.37%	14.98%	14.58%	-0.40%
198	FORT MCDOWELL TRIBAL POLICE DEPT.	93.82%	19.51%	18.76%	-0.75%
211	FORT MOJAVE TRIBAL POLICE DEPT.	128.34%	16.31%	16.36%	0.05%
179	GILA RIVER FIRE DEPT.	87.94%	18.71%	17.87%	-0.84%
180	GILA RIVER POLICE DEPT.	98.11%	16.24%	15.96%	-0.28%
206	HUALAPAI INDIAN TRIBE POLICE DEPT.	93.02%	18.71%	18.22%	-0.49%
214	PASCUA YAQUI TRIBE FIRE DEPT.	63.75%	31.15%	27.74%	-3.41%
215	PASCUA YAQUI TRIBE POLICE DEPT.	63.04%	28.38%	25.39%	-2.99%
181	SALT RIVER PIMA-MARICOPA FIRE	71.95%	26.49%	23.94%	-2.55%
182	SALT RIVER PIMA-MARICOPA POLICE	66.27%	25.22%	22.83%	-2.39%
231	SAN CARLOS TRIBAL POLICE DEPT.	84.47%	17.95%	17.19%	-0.76%
235	TOHONO O'ODHAM NATION FIRE DEPT.	83.53%	20.88%	19.54%	-1.34%
236	TOHONO O'ODHAM NATION POLICE DEPT.	80.28%	24.05%	22.15%	-1.90%
234	YAVAPAI PRESCOTT TRIBAL POLICE	118.50%	17.07%	17.07%	0.00%
OTHER					
124	TUCSON AIRPORT AUTHORITY FIRE DEPT.	32.54%	76.21%	62.26%	-13.95%
125	TUCSON AIRPORT AUTHORITY POLICE DEPT.	27.34%	79.66%	64.76%	-14.90%
146	PIMA COUNTY COMM. COLLEGE POLICE	54.30%	37.51%	32.27%	-5.24%
242	CENTRAL AZ. COLLEGE POLICE DEPT.	67.79%	25.69%	23.67%	-2.02%
STATE (NOT ELIGIBLE)					
007	DEPT. OF PUBLIC SAFETY	34.64%	86.97%	70.80%	-16.17%
035	GAME AND FISH DEPT.	26.17%	104.71%	84.59%	-20.12%
041	ASU CAMPUS POLICE	51.00%	39.99%	34.66%	-5.33%
045	U OF A CAMPUS POLICE	49.90%	44.37%	37.72%	-6.65%
056	NAU CAMPUS POLICE	36.68%	58.75%	48.65%	-10.10%
119	DEPT. OF EMER & MILITARY AFF	60.52%	31.22%	27.19%	-4.03%
151	ATTORNEY GENERAL INVEST.	30.45%	63.53%	52.44%	-11.09%
164	AZ DEPT. LIQ. LIC. & CONTROL INVEST.	37.83%	97.00%	78.45%	-18.55%
204	AZ. STATE PARK RANGERS	57.81%	57.35%	47.90%	-9.45%

RESOLUTION TO REQUEST INCREASED AMORTIZATION PERIOD

WHEREAS the _____¹ (“Employer”) employs members (“Members”) of the Public Safety Personnel Retirement System (“System”);

WHEREAS the System’s enabling legislation, A.R.S. §§ 38-841 *et seq.*, requires Employer to make contributions sufficient under actuarial valuations to meet both the normal cost for its Members hired before July 1, 2017 plus the actuarially determined amount required to amortize the unfunded accrued liability on a level percent of compensation basis for its Members (or participants as defined in § 38-865(7)(a)) over a closed period of not more than 20 years beginning July 1, 2017, as established by the System’s board of trustees (“Board”), *except* in the event Employer makes a one-time election (an “Election”) to request that the Board use a closed period of not more than 30 years, so long as certain conditions are satisfied;

WHEREAS to make a one-time Election to request that the Board apply a closed period of up to 30 years for the amortization of liability attributable to its Members, the Employer must (i) adopt a resolution (“Resolution”) requesting the longer amortization period and (ii) specify the actuarial valuation date for which the new amortization period is to begin, which date shall commence, at Employer’s election, on the System’s fiscal year end (June 30) immediately before or immediately after the date of such Resolution;

WHEREAS it is understood by the Employer that the employer contribution rate reflecting the chosen amortization period will be effective July 1 in the year following the chosen actuarial valuation date.

WHEREAS as a further condition to make the one-time Election, the Employer must submit a written request for the longer amortization period, along with its adopted Resolution, to the Board’s administrator (“Administrator”);

WHEREAS Employer wishes to make an Election to increase its amortization period for its Members under the System to _____² years;

WHEREAS Employer has elected to specify that the actuarial valuation date for which its new amortization period shall begin shall be the System’s fiscal year end (June 30) immediately _____³ the date of this Resolution;

WHEREAS Employer believes that, increasing the amortization period for its Members under the System, is in the public interest and the interest of its Members,

NOW THEREFORE, BE IT RESOLVED, that:

1. The period for amortizing the liability attributable to the Employer’s Members under the System shall be increased to _____⁴ years;
2. The aforesaid increase in said amortization period shall begin as of the System’s fiscal year end (June 30) immediately _____⁵ the date of this Resolution, which increase will be reflected in the employer contribution rate to begin July 1 of the year following the chosen actuarial valuation date; and
3. Employer shall submit a written request for the above specified longer amortization period to the Board’s Administrator.

As adopted by the majority vote of Employer at its open meeting held on _____, 20____.

By: _____

By: _____

By: _____

¹ Insert Employer name

² Insert number no greater than 30

³ Insert “before” or “after”

⁴ Insert same number chosen for ²

⁵ Insert same word chosen for ³

RESOLUTION 17-__

TO REQUEST INCREASED AMORTIZATION PERIOD

WHEREAS the County of Cochise (“Employer”) employs members (“Members”) of the Public Safety Personnel Retirement System (“System”); and

WHEREAS the System’s enabling legislation, A.R.S. §§ 38-841 *et seq.*, requires Employer to make contributions sufficient under actuarial valuations to meet both the normal cost for its Members hired before July 1, 2017 plus the actuarially determined amount required to amortize the unfunded accrued liability on a level percent of compensation basis for its Members (or participants as defined in § 38-865(7)(a)) over a closed period of not more than 20 years beginning July 1, 2017, as established by the System’s board of trustees (“Board”), *except* in the event Employer makes a one-time election (an “Election”) to request that the Board use a closed period of not more than 30 years, so long as certain conditions are satisfied; and

WHEREAS to make a one-time Election to request that the Board apply a closed period of up to 30 years for the amortization of liability attributable to its Members, the Employer must (i) adopt a resolution (“Resolution”) requesting the longer amortization period and (ii) specify the actuarial valuation date for which the new amortization period is to begin, which date shall commence, at Employer’s election, on the System’s fiscal year end (June 30) immediately before or immediately after the date of such Resolution; and

WHEREAS it is understood by the Employer that the employer contribution rate reflecting the chosen amortization period will be effective July 1 in the year following the chosen actuarial valuation date; and

WHEREAS as a further condition to make the one-time Election, the Employer must submit a written request for the longer amortization period, along with its adopted Resolution, to the Board’s administrator (“Administrator”); and

WHEREAS Employer wishes to make an Election to increase its amortization period for its Members under the System to 30 years; and

RESOLUTION 17-__

Re: To Request Increased Amortization Period

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WHEREAS Employer has elected to specify that the actuarial valuation date for which its new amortization period shall begin shall be the System's fiscal year end (June 30) immediately after the date of this Resolution; and

WHEREAS Employer believes that, increasing the amortization period for its Members under the System, is in the public interest and the interest of its Members,

NOW THEREFORE, BE IT RESOLVED that:

1. The period for amortizing the liability attributable to the Employer's Members under the System shall be increased to 30 years;
2. The aforesaid increase in said amortization period shall begin as of the System's fiscal year end (June 30) immediately after the date of this Resolution, which increase will be reflected in the employer contribution rate to begin July 1 of the year following the chosen actuarial valuation date; and
3. Employer shall submit a written request for the above specified longer amortization period to the Board's Administrator. As adopted by the majority vote of Employer at its open meeting held on June 13, 2017.

APPROVED AND ADOPTED this _____ day of _____, 2017.

Ann English, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Elda Orduño June, 8, 2017

Elda E. Orduño
Civil Deputy County Attorney