



Cochise County Board of Supervisors

Public Programs...Personal Service
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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, July 11, 2017 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

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

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

CALL TO THE PUBLIC

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

PRESENTATION

Presentation of Proclamation to Mr. Dean Coates, Child Support Operations Supervisor, Department of Economic Security, Division of Child Support Services (DCSS) declaring August 2017 to be Child Support Awareness month.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of June 27, 2017.
2. Approve a Proclamation declaring August 2017 to be Child Support Awareness Month.

County Attorney

3. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-17-2726 in the amount of \$155,868 between the City of Tucson and Cochise County for the period July 1, 2017 through June 30, 2018.

County Sheriff

4. Accept a donation in the amount of \$1,100 from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office for training equipment to be used in the Career Technology Education Student Enhancement Program.

Finance

5. Approve demands and budget amendments for operating transfers.

Fleet Services Management

6. Approve the award of Invitation for Bids (IFB) No.17-35-FSD-02 for Bulk Fuel Delivery (Diesel & Unleaded) to Senergy Petroleum in the estimated amount of \$1,608,250 for the period of July 11, 2017 through June 30, 2018 for the Fleet Services Management Department for a one year period with a four year automatic renewal option.

Juvenile Probation

7. Adopt Resolution 17-10 for Family Counseling Funding as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), Juvenile Justice Services Division (JJSD) in the amount of \$16,118 and the required \$3,098 matching funds as budgeted in the general fund budget submitted by Juvenile Court Services.

Procurement

8. Approve the award of Request for Proposal (RFP) No. 13-30-BOS-03 Workforce Development One Stop Operator to the local board for Arizona@Work Southeastern Arizona.

ACTION

Board of Supervisors

9. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2017-18 Fiscal Year and approve continuing annual memberships for 2017-18, with payment of associated dues as described herein.

County Schools

10. Adopt Resolution 17-09 declaring Apache Elementary School District #42 lapsed, attaching the territory to Douglas Unified School District #27, disposing of district property and providing for payment of debts.

County Sheriff

11. Approve Grant Agreement DC-18-003 for the Drug, Gang, and Violent Crime Control funding with the Arizona Criminal Justice Commission in the amount of \$124,240 for overtime salaries and fringe benefits (ERE) effective July 1, 2017 through June 30, 2018.

Information Technology

12. Approve a Right-of-Way Joint Use Agreement ASLD R/W #18-72418 between Cochise County and Arizona Electric Power Cooperative (AEPCO), Inc. and Sublease Agreement Request and Permission Information Sheet No. 03-072450 with an expiration date of March 6, 2024.

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

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017
Presentation of Child Support Awareness Month Proclamation
Submitted By: Arlethe Rios, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature **# of ORIGINALS** 0
Required **Submitted for Signature:**

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

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation of Proclamation to Mr. Dean Coates, Child Support Operations Supervisor, Department of Economic Security, Division of Child Support Services (DCSS) declaring August 2017 to be Child Support Awareness month.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of June 27, 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, June 27, 2017**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 27, 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; Elda Orduno, Civil Deputy County Attorney;
Present: Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:12 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

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of June 13, 2017.
2. Approve the Local Workforce Development Plan from July 1, 2017 through June 30, 2021.
3. Approve a Memorandum of Understanding (MOU) between Cochise, Graham, and Greenlee counties for the operation of the Arizona at Work Southeastern Arizona Local Workforce Development One-Stop Service delivery system as required by the Workforce Innovation and Opportunity Act (WIOA) effective July 1, 2017 through June 30, 2020.

County Attorney

4. Approve the proposed settlement of the Tax Appeal in Cochise Pacific Associates, AZ, LP, TX2015-000899, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
5. Approve the proposed settlement of the Tax Appeal in Cochise Pacific Associates, AZ, LP, TX2016-001279, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
6. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-18-021 in the amount of \$151,772 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2017 through June 30, 2018.
7. Approve Crime Victim Compensation Grant No. VC-18-050 in the amount of \$83,060 for the period of July 1, 2017 through June 30, 2018.

Finance

8. Approve demands and budget amendments for operating transfers.

Health & Social Services

9. Approve an Intergovernmental Agreement (IGA) Contract No. ADHS17-171411 for Proposition 201 Smoke Free Arizona Act between Arizona Department of Health Services and Cochise Health and Social Services for the period of July 1, 2017 through June 30, 2022 in an annual amount not to exceed \$66,317.
10. Approve Cochise Health and Social Services Delegation Agreement AGR2017-042 with the Arizona Department of Health Services (ADHS) for food safety, general sanitation and Smoke-free Arizona activities for the period of July 1, 2017 through June 30, 2032.

Vice-Chairman Call moved to approve items 1-10 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

11. Approve an interim permit/new liquor license application submitted by Ms. Andrea Dahlman Lewkowitz, for Mustang Corners, located at 2222 N. Highway 90, Huachuca City, AZ 85616.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation, but noted that there had been an incident involving underage drinking. The Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that the property taxes are current after the Board office made contact with the applicant. The Board staff recommended approval.

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

Vice-Chairman Call moved to approve an interim permit/new liquor license application submitted by Ms. Andrea Dahlman Lewkowitz, for Mustang Corners, located at 2222 N. Highway 90, Huachuca City, AZ 85616. Supervisor Judd seconded the motion.

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

ACTION

Board of Supervisors

12. Approve the issuance of refunds to the applicable Elected Official Retirement Plan (EORP) and Public Safety Personnel Retirement Plan (PSPRS) members who were identified by PSPRS to be impacted by the Hall decision in the amount of \$903,616.04 from the general fund for 91 individuals, the majority of which are still employed by Cochise County.

Ms. Lynette Nowlan, Finance Director, presented this item. Ms. Nowlan gave background:

- Both EORP and PSPRS are retirement plans created and managed by the State available for all local governments to provide a retirement benefit for elected officials and public safety personnel they employ.
- In 2011, the State legislature enacted a law increasing the rate paid by members of both EORP and PSPRS.
- The rate increased by 4% and was effective on July 1, 2011.
- Members of both EORP and PSPRS, impacted by the change, sued PSPRS claiming that the increase was unconstitutional.
- The Hall case pertained to EORP.
- The Parker case pertains to PSPRS.
- Over the last several years, the law suits have made their way through the courts to the Arizona Supreme Court.
- In November, 2016, the Arizona Supreme Court ruled in the Hall case
- PSPRS was directed to have employers reduce the rate back to the original rate.
- PSPRS was also directed to pay back the increased amount of contributions to the trust.
- At the time of the decision, PSPRS directed employers to not do anything until receiving specific instructions to do so.
- On March 29, 2017, PSPRS sent notification to employers to lower the rates for all members of both EORP and PSPRS hired on or before July 19, 2011.
- Effective for the first complete pay period on or after April 1, 2017 or as soon as practicable.
- Cochise County lowered the rate for the pay period beginning April 9, 2017. (Note: While the Parker case has not yet been finalized through the Arizona Supreme Court, PSPRS has directed employers to apply the opinion of the Hall case to the Parker case.)
- On May 31, 2017 PSPRS notified employers to begin refunding the increased contributions to employees once they receive the amounts calculated by PSPRS.
- Due to federal regulations pertaining to retirement systems, PSPRS could not pay back the amounts.
- PSPRS will allow employers to take a credit for the amount of the refunds.
- PSPRS directed employers to issue the refunds as soon as possible in order to minimize the amount of interest. (The interest rate has not yet been finalized.)

Supervisor Judd asked if the PSPRS would be providing a credit back to the County.

Ms. Nowlan said that PSPRS would be crediting the County for the amount of the payment. She moved on to the fiscal impact to the County:

- Finance continues to receive updated information from PSPRS pertaining to the refund

amounts.

- Finance is preparing to issue refunds to 91 individuals in the amount of \$903,616.04.
- The entire amount will be paid from the General Fund.
- Due to the County's fiscally responsible management of not spending down the available cash balance and GF contingency, the County can afford to pay the refunds.
- The refunds represent principal.
- Interest has not yet been finalized.
- However, a delay in the issuance of the refunds will increase the amount of interest the County will pay at a later date. (Note: Interest is estimated to be an additional \$200,000)

Vice-Chairman Call moved to approve the issuance of refunds to the applicable Elected Official Retirement Plan (EORP) and Public Safety Personnel Retirement Plan (PSPRS) members who were identified by PSPRS to be impacted by the Hall decision in the amount of \$903,616.04 from the general fund for 91 individuals, the majority of which are still employed by Cochise County. Supervisor Judd seconded the motion.

Chairman English asked Ms. Orduno if the Board should also approve paying the interest.

Ms. Orduno advised against it since the amount for the interest had not yet been calculated.

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

County Sheriff

13. Accept a donation from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office for 4 Ford F150 Trucks and 2 Chevrolet Tahoes in the amount of \$348,802.91.

Mr. Tom Alinen, Administrative Commander, Sheriff's Office, presented this item. Commander Alinen gave the background and explained that Sheriff Mark Dannels had been approached by Mr. Buffett regarding a donation of vehicles. He noted that the Ford Raptors would be purchased by the Foundation and delivered to the Sheriff's Office, while the Chevrolet Tahoes would be purchased by the Fleet Department following County Procurement Procedures.

Chairman English asked if there was a particular reason Mr. Buffett thought the Sheriff's Office needed these pickups.

Commander Alinen said that Mr. Buffett thought the staff could use vehicles that are more terrain friendly. He added that the vehicle he currently drives is a two wheel drive and having a four wheel drive vehicle would allow him access to rougher terrain areas.

Chairman English is there was an understanding by the Sheriff's Office that these would not be replaced by the County due to the cost.

Commander Alinen said that was understood. He explained that the current vehicles would be returned back to the Fleet Department.

Supervisor Judd moved to accept a donation from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office for 4 Ford F150 Trucks and 2 Chevrolet Tahoes in the amount of \$348,802.91. Vice-Chairman Call seconded the motion.

Vice-Chairman Call asked who the Raptors were going to.

Commander Alinen said that the four Raptors would go to the Chief Deputy and the

Commanders.

Vice-Chairman Call asked who would service these vehicles.

Mr. Ruben Miranda, Fleet Services Director, explained that staff had some of the tools necessary to service the Ford vehicles, but if needed they would have to be serviced by the local Ford dealership. He added that the fuel and cost for parts for these Ford vehicles was higher than the Chevrolet vehicles supplied by the County. He noted that he would track additional costs and provide a report to the Board.

Chairman English stated that although these vehicles were free, the cost to maintain them would not be and that was an unintended consequence that Mr. Buffett might not be aware of.

Vice-Chairman Call asked Mr. Gilligan for his recommendation.

Mr. Gilligan said that it is the County's policy to meet the vehicle needs of the County in the most economical way possible. He stated that the only thing that makes adding these vehicles to our fleet economical is that they are being donated and said that the costs to the County would be absorbed by the resale of the vehicles. He added that the vehicles were also under warranty for the first three years.

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

County Treasurer

14. Approve a loan of \$33,278.93 to the Douglas Unified Schools #27 and authorize the Finance Director to make a payment on behalf of the Douglas Unified Schools #27 for Court Tax Judgment Case No. TX2015-000899 - Cochise Pacific Associates AZ, LP vs Cochise County, Superior Court of the State of Arizona in and for the County of Maricopa in the amount \$33,278.93.

Ms. Cathy Traywick, County Treasurer, presented this item. Ms. Traywick explained that the judgment with Pacific Associates impacted the County, but the largest impact had been to the Douglas Unified School District. She said that since the budget was already finalized it would be tough for them to address this unexpected cost.

Mr. Gilligan said that the money to pay for this would come from the general fund contingency.

Ms. Traywick added that the loan would be paid back to the County by the end of next fiscal year.

Vice-Chairman Call moved to approve a loan of \$33,278.93 to the Douglas Unified Schools #27 and authorize the Finance Director to make a payment on behalf of the Douglas Unified Schools #27 for Court Tax Judgment Case No. TX2015-000899 - Cochise Pacific Associates AZ, LP vs Cochise County, Superior Court of the State of Arizona in and for the County of Maricopa in the amount \$33,278.93. Supervisor Judd seconded the motion.

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

Solid Waste

15. Approve an Intergovernmental Agreement (IGA) between the Cochise County Solid Waste Department and the cities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone and Willcox for Solid Waste Services effective July 1, 2017 through June 30, 2022, with the possibility of an extension through June 30, 2027.

Mr. Marty Haverty, Director of Solid Waste Management, presented this item. Mr. Haverty said that the original IGA had been approved in 1992 and renewed twice in 2002 and 2007. He noted that the IGA would expire on June 30 of this year and staff wanted to get the new IGA approved before then. He added that the attorney's office had reviewed the IGA and that this document would not be an amendment to the original, which was confusing, but instead supersede the original and the amendments. He also stated that key changes included the length of the IGA and verbiage on the responsibility of each of the members in the group to keep the system solvent. He said staff recommended approval and added that all cities involved had already approved the IGA formally through their councils.

Vice-Chairman Call moved to approve an Intergovernmental Agreement (IGA) between the Cochise County Solid Waste Department and the cities of Benson, Bisbee, Douglas, Sierra Vista, Tombstone and Willcox for Solid Waste Services effective July 1, 2017 through June 30, 2022, with the possibility of an extension through June 30, 2027. Supervisor Judd seconded the motion.

Vice-Chairman Call asked if other entities could join the group.

Mr. Haverty said that it would have to be a group discussion, but he believed that the group would consider additional partners.

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 deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call deferred his report.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd deferred her report.

Chairman English adjourned the meeting at 10:49 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlthe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Approve Proclamation: Declare August 2017 Child Support Awareness Month

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve a Proclamation declaring August 2017 to be Child Support Awareness Month.

Background:

Governor's Proclamation and Cochise County's proclamations attached.

Department's Next Steps (if approved):

Post Governor's Proclamation in lobby and file Cochise County's Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Proclamation



Cochise County Board of Supervisors

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

ANN ENGLISH
Chairman
District 2

EDWARD T. GILLIGAN
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

ARLETHE G. RIOS
Clerk of the Board

PEGGY JUDD
Supervisor
District 3

PROCLAMATION

CHILD SUPPORT AWARENESS MONTH

WHEREAS, the state of Arizona joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, child support awareness month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future; and

WHEREAS, community partnerships serve children and families through a variety of programs and targeted resources, which helps support Arizonans by promoting awareness of needs, and assistance to meet those needs, while encouraging individual responsibility and working toward greater self-sufficiency; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and are better equipped with the courage to be their very best in life; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, an informed parent can help make the child support system work, and with the state, local, and tribal child support programs, legislatures, and courts rallying to improve collaborative efforts for families; and

WHEREAS, the Department of Economic Security Division of Child Support Services, is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity.

NOW THEREFORE, the Cochise County Board of Supervisors hereby proclaim the month of August 2017 as
CHILD SUPPORT AWARENESS MONTH.

PASSED AND ADOPTED this 11th day of July, 2017.

Ann English, Chairman

Patrick G. Call, Vice-Chairman

Peggy Judd, Supervisor

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: 07/11/2017

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 3

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS § 11-532(A)(1)

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

Information

Agenda Item Text:

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-17-2726 in the amount of \$155,868 between the City of Tucson and Cochise County for the period July 1, 2017 through June 30, 2018.

Background:

The HIDTA Grant will fund one drug-crime attorney III and one administrative assistant in the Cochise County Attorney's Office. The HIDTA Grant will allow the HIDTA prosecutor to prosecute drug crimes. By not renewing the grant the County will lose one experienced senior prosecutor and one administrative assistant. The County Attorney's Office will have to reduce the number of drug crime prosecutions and asset forfeiture seizures due to a lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expense. The county attorney's office is mandated to prosecute crimes.

This grant works in conjunction with Southeastern Arizona Major Investigative Team (SAMIT) headed by the DEA; the Cochise County Sheriff's HIDTA. Not renewing this grant would jeopardize law enforcement drug grants and the Byrne grant.

Fiscal Impact & Funding Sources: Funding of 1 prosecutor and 1 support staff with no impact to the general fund and continue with drug prosecutions in Cochise County.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the City of Tucson for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

The question is whether the Board wishes to decline HIDTA Grant funding and eliminate the two positions currently funded by the HIDTA Grant; or decline the grant and pay the two positions out of the general fund; or accept the grant and absorb the overhead costs associated with the grant.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017-2018

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 61,287.30

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 134

Attachments

Cochise County Grant Approval Form

Grant Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: June 19, 2017

Point of Contact: Kenny Reeves

Phone Number: 432-8700

Department: **County Attorney**

PRIMARY GRANT

Primary Grantor: City of Tucson

CFDA:
www.CFDA.gov

Grant Title: High Intensity Drug Trafficking Area (HIDTA)

Grant Term From: July 1, 2017

To: June 30, 2018

Total Award Amount: 155,868.00

New Grant: Yes No

Grant No: HT-17-2726

Amendment: Yes No

Amendment No:

GL Account No: Fund 134

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice**

District: **CW**

Mandated by Law Yes No

Number of Positions Funded: 2

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Prosecution of drug cases

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

A.R.S. 11-532(A)(1)

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100 155,868.00

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds: 155,868.00

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: \$ 61,287.30

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

County Subsidy (a) - (b) = \$ 61,287.30

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.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA)
PROGRAM
GRANT AGREEMENT **CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): G17SA0007A

COT Grant Number **HT-17-2726**

This Grant Agreement is made this 1ST day of January 2017 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Cochise County Attorney's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2017** and terminate on **December 31, 2018**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Southern Arizona Major Investigative Team (SAMIT)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Cochise County Attorney's Office
P.O. Drawer CA
Bisbee, AZ 85603
Attn: Cochise County Attorney Brian M. McIntyre**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$117,255.00
Fringe Benefits	\$38,613.00
Overtime	\$0.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$155,868.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - October 1, 2016.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>
HIDTA Program Policy & Budget Guidance - October 1, 2016.
http://www.nhac.org/hidta_guidance/guidance2012.pdf

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance – October 1, 2016, Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section – October 1, 2016, 8.8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – October 1, 2016.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period	Month of:	Due Date:	Report Period	Month of:	Due Date:
January 1 - 31		February 25	July 1 - 31		August 25
February 1 - 29		March 25	August 1 - 31		September 25
March 1 - 30		April 25	September 1 - 30		October 25
October 1 - 31		November 25	April 1 - 30		May 25
November 1 - 30		December 25	May 1 - 31		June 25
December 1 - 31		January 25	June 1 - 30		July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (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. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 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 for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE 20/29/17
Date

Elda E. Orduño Civil Deputy

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS § 11-251, -532

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police Date
City of Tucson Police Department

Lisa Judge, Principal Assistant City Attorney Date
City of Tucson Police Department
Approved as to form



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT 17-2726

Date: 6/29/17

Signature: 
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Donation to Career Technology Education Student Enhancement Program

Submitted By: Tom Alinen, County Sheriff

Department: County Sheriff

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Accept a donation in the amount of \$1,100 from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office for training equipment to be used in the Career Technology Education Student Enhancement Program.

Background:

The Cochise County Sheriff's Office (CCSO) has joined forces with the Arizona Career Technology Educations mission to support the Career Technology Education Student Enhancement (CTESE) program through the Sheriff's Community Outreach Unit. Throughout the school year, Sheriff Deputy Forest Hauser teaches criminal justice classes to high school students with the intent of nurturing them towards a career in criminal justice. Howard G. Buffett Foundation has made a donation of \$1,100.00 to CCSO to support the CTESE program for purchasing training equipment for students. This funding is a result of the approved grant by the Cochise County Sheriff's Assist Team.

Department's Next Steps (if approved):

If approved, please contact Rea Anne Servia, Administrative Manager for CCSO, so she can coordinate depositing the check with the Finance Department.

Impact of NOT Approving/Alternatives:

If not approved, the donation check will be returned to Howard G. Buffett Foundation.

To BOS Staff: Document Disposition/Follow-Up:

Please contact Rea Anne Servia as to the status of this agenda item.

Attachments

HGBF Donation Letter

HGBF Check

THE HOWARD G. BUFFETT FOUNDATION

May 15, 2017

Deputy Forest Hauser
Cochise County Sheriff's Office Government
205 N. Judd Drive
Bisbee, AZ 85650

Dear Deputy Hauser:

Enclosed is a check in the amount of \$1,100.00 from the Howard G. Buffett Foundation (HGBF) to the Cochise County Sheriff's Office. This funding is the result of the approved grant through the Cochise County Sheriff's Assist Team. This donation is to support the Career Technology Education Student Enhancement program to purchase training equipment.

The HGBF reserves the right to publish information pertaining to this contribution; however, the Cochise County Sheriff's Office Government/Career Technology Education program is required to obtain permission from the HGBF in writing if it wishes to use the HGBF name or disclose any details about this grant, other than what is required by law.

Upon receipt of these funds, we require that you complete and return the enclosed Acknowledgement of Charitable Contribution form within five (5) business days.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook
Vice President of Operations and Treasurer

Enclosures

CC: John Black, Cochise County Sheriff's Assist Team

8310

THE HOWARD G. BUFFETT FOUNDATION
145 N. MERCHANT STREET
DECATUR, IL 62523

BuseyBANK™
busey.com



70-256/711

5/15/2017

PAY TO THE ORDER OF **Cochise County Sheriff's Office**

\$1,100.00**

One Thousand One Hundred and 00/100*****

DOLLARS

Cochise County Sheriff's Office
205 N. Judd St.
Bisbee, AZ 85603

Ann M. Goode

AUTHORIZED SIGNATURE

MEMO
Career Technology Education

⑈008310⑈ ⑆071102568⑆ 34665901⑈

THE HOWARD G. BUFFETT FOUNDATION

Cochise County Sheriff's Office

Career Technology Education

5/15/2017

1,100.00

8310

RECEIVED

MAY 14 2017

COCHISE COUNTY
SHERIFF'S OFFICE

Busey Bank

Career Technology Education

1,100.00

Security features. Details on back.



Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

IFB 17-35-FSD-02 BULK FUEL DELIVERY

Submitted By: Crystal Hernandez, Procurement

Department: Procurement

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

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

NAME of PRESENTER: Maria (Lupita) 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 the award of Invitation for Bids (IFB) No.17-35-FSD-02 for Bulk Fuel Delivery (Diesel & Unleaded) to Senergy Petroleum in the estimated amount of \$1,608,250 for the period of July 11, 2017 through June 30, 2018 for the Fleet Services Management Department for a one year period with a four year automatic renewal option.

Background:

The purpose of this bid is to provide Bulk Fuel delivered to storage tanks at fueling sites located at Benson, Bisbee, Douglas, Elfrida and Willcox Road Yards and the Western Regional Landfill. The fuel is used by the Highway & Floodplain, Regional Landfill, Facilities Management, and Light & Heavy Fleet Management Departments.

IFB No. 17-35-FSD-02 was prepared and released May 11th, 2017. The bid was advertised in the Arizona Range News from May 17-24, 2017 and posted on the County and Public Purchase websites. Twenty six vendors accessed the IFB. Four bids were received by the IFB closing date and time of June 8th, 2017, 4:00 P.M. A bid tabulation is attached.

Bid pricing quoted is based on the vendor's markup for fuel delivered to each location based on the Oil Price Information Service (OPIS) weekly reported published rack price for Tucson, based on the preceding Thursday's weekly report, plus or minus the vendor margin. Bid pricing was requested on a "keep full" basis.

The new contract will incorporate the installation of fuel tank monitors.

Department's Next Steps (if approved):

Execute contract. Monitor contract performance.

Impact of NOT Approving/Alternatives:

County departments would be required to fuel County vehicles at retail outlets at a much higher cost.

To BOS Staff: Document Disposition/Follow-Up:

Contract will be hand carried to the Clerk of the Board for signatures.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

These purchases are funded as follows:

Diesel

600-1710-1730-412.700 - \$343,750

600-1710-1740-412.700 - \$582,000

Unleaded

109-1750-9-412.750 - \$682,500

Attachments

Bid tabulation

IFB 17-35-FSD-02

Contract Documents/Signatures

COCHISE COUNTY

PROCUREMENT DEPARTMENT

BID TABULATION

IFB 17-35-FSD-02 Bulk Fuel Delivery

Opening Date: 06/08/2017 4:00 pm

Buyer: Crystal Hernandez

Southern Counties Oil
Company (SC Fuels)

The SOCO Group

Senergy Petroleum

Western Refining

	Southern Counties Oil Company (SC Fuels)	The SOCO Group	Senergy Petroleum	Western Refining
Bid Item 1. Diesel	\$0.15	+0.054	+0.095	\$0.2110
Bid Item 2. Unleaded	\$0.20	+0.099	+0.095	\$0.2950
Bid Item 3. Diesel	\$0.12	+0.054	+0.05	\$0.2110
Bid Item 4. Unleaded	\$0.12	+0.099	+0.05	\$0.1730
Bid Item 5. Diesel	\$0.20	+0.054	+0.095	\$0.2200
Bid Item 6. Unleaded	\$0.20	+0.099	+0.095	\$0.3000
Bid Item 7. Diesel	\$0.25	+0.079	+0.095	\$0.2100
Bid Item 8. Unleaded	\$0.36	+0.125	+0.095	\$0.4220
Bid Item 9. Diesel	\$0.20	+0.069	+0.095	\$0.2420
Bid Item 10. Unleaded	\$0.56	+0.115	+0.095	\$0.4830
Bid Item 11. Diesel	\$0.15	+0.054	+0.095	\$0.255
Bid Item 12. Unleaded	\$0.29	+0.099	+0.095	\$0.485
Bid Item 13. Diesel	\$0.15	+0.064	+0.095	N/A
	Does not state marked up or down (+/-)	Did not submit Acceptance of Offer & Form of Agreement		Does not state mark up or down (+/-)

**COCHISE COUNTY
PROCUREMENT DEPARTMENT**

**ON BEHALF OF THE
FLEET SERVICES DEPARTMENT**



**INVITATION FOR BIDS NO. IFB 17-35-FSD-02
BULK FUEL DELIVERY**

Submittal Deadline:

Thursday, June 8, 2017 @ 4:00 p.m. local time

TABLE OF CONTENTS

This document constitutes an Invitation for Bids (IFB) via competitive sealed bids from qualified individuals and organizations to provide bulk fuel delivery as per the Scope/Specifications set forth herein.

For ease of use only, this document is divided into the following sections:

Section One	Instructions to Bidders
Section Two	Scope/Specifications
Section Three	General Terms and Conditions
Section Four	Special Terms and Conditions
Section Five	Bid Submittal
Section Six	Offer, Acceptance and Form of Agreement

NOTE: Return ONLY Sections Five & Six as your Submittal

This Section Left Intentionally Blank

SECTION ONE - INSTRUCTIONS TO BIDDERS

1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 1.1 County:** Cochise County, Arizona
- 1.2 Contractor:** The individual, partnership, or corporation who, as a result of the Competitive Bidding process, is awarded this Contract by Cochise County
- 1.3 Contract:** The legal agreement executed between Cochise County, Arizona, and the Bidder, specifically: Cochise County Contract No. IFB 17-35-FSD-02 Bulk Fuel Delivery
- 1.4 May:** Indicates something that is not mandatory but permissible
- 1.5 Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 1.6 Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 1.7 Will:** Indicates an expression of intent, but is not binding
- 1.8 Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP")
- 1.9 Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- 1.10 Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals

2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offers to thoroughly examine the entire Invitation for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

- 2.1 Form; No Facsimile or Telegraphic Offers:**
A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. Facsimile, telegraphic or Mailgram bid/offer shall be rejected.
- 2.2 Typed or Ink; Corrections:**
The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.
- 2.3 Bid/Proposal Form; Original Signatures:**
The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.
- 2.4 Exceptions to Terms and Conditions:**
A bid/offer that takes exception to a material or requirements of any part of the solicitation, including a material term and condition, may be rejected.

SECTION ONE - INSTRUCTIONS TO BIDDERS (continued)

3.0 Inquiries:

All inquiries related to this solicitation shall be directed to the Senior Buyer unless otherwise stated in the solicitation.

3.1 Submission of Inquiries:

The Buyer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

3.2 Timeliness:

The Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

3.3 No Right to Rely on Verbal Responses:

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

4.0 Submission of Offer:

Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.

Bids shall be received at:

**Cochise County, Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

Until the time and date cited on the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened, electronic format bids/proposals will not be accepted.

4.1 Sealed Envelope or Package:

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

IFB 17-35-FSD-02 Bulk Fuel Delivery

The name and address of the firm/individual submitting the Bid/Proposal must be **clearly indicated on the outside of the envelope or package containing the offer. Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

4.2 Bid/Proposal Format:

One (1) original and one (1) copy of the bid submittal must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid. **Do not submit bids in ring binders.**

4.3 Submittals:

Items to be submitted in response to this solicitation shall include:

4.3.1 Completed Bid Submittal, Solicitation Section Five (5), completed with line item responses

4.3.2 Completed Offer, Acceptance and Form of Agreement, Solicitation, Section Six (6).

4.3.3 Product evaluation literature, if applicable.

SECTION ONE - INSTRUCTIONS TO BIDDERS (continued)

- 4.4 Addenda:**
Each solicitation addendum if issued shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum may result in rejection of the bid/offer.
- 4.5 Late Bids/Offers:**
A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.
- 4.5.1** The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.
- 4.6 Overnight Delivery Service:**
Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.
- 4.7 Bid/Offer Amendment or Withdrawal:**
A bid/offer may not be amended or withdrawn after the offer due date and time.
- 4.8 Public Record:**
Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.
- 5.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) calendar days from the award date, unless otherwise stated in the solicitation.
- 6.0 Taxes:**
Cochise County is subject to all state and local transaction privilege taxes imposed within the State of Arizona. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the County does not relieve the seller from its obligation to remit taxes. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.
- 7.0 Cost of Bid/Offer Preparation:**
The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.
- 8.0 Disclosure and Disqualification:**
- 8.1 Disclosure:**
If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.
- 8.2 Disqualification:**
The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 9.0 Award of Contract:**
- 9.1 Number or Types of Awards:**
Where applicable, the County reserves the right to make multiple awards or to award a Contract by Individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none"

bids/offers shall be rejected.

SECTION ONE - INSTRUCTIONS TO BIDDERS (continued)

9.2 Waiver and Rejection Rights:

Notwithstanding any other provision of the solicitation, the County reserves the right to:

9.2.1 Waive any immaterial defect or informality;

9.2.2 Reject any and all bids/offers or portions thereof; or

9.2.3 Cancel a solicitation

10.0 Contract Inception:

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation and does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

11.0 Order of Precedence:

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions
- Specifications or Scope of Work or Services
- Documents referenced in the solicitation
- General Instructions to Bidders/Offerors

12.0 Bidder/Offeror's Contacts:

12.1 All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Terry Hudson, Procurement Director, at 520-432-8391 or thudson@cochise.az.gov. The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Senior Buyer as a contact.

12.2 Bidders/offerors may not contact the employees of the using agency concerning this solicitation while the bid/proposal evaluation process is in progress.

13.0 Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete an effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate artwork, expensive paper and binding and expensive visual and other presentations are neither necessary nor desired.

14.0 Bid Rejection:

Submission of additional terms, conditions, and/or agreements with the bid may result in bid rejection.

SECTION TWO – SCOPE/SPECIFICATIONS

1.0 Background and Objective:

The County of Cochise maintains above ground fuel storage tanks for both diesel and unleaded fuel, at various locations throughout Cochise County. These fueling sites are used by County Departments to fuel County owned vehicles. The County is seeking responsible and responsive Bidders to furnish and deliver diesel and unleaded fuel on a “Keep Full” basis.

This agreement will be for a one (1) year period commencing on or about July 1, 2017 with four (4) additional option years to be exercised in one (1) year increments.

2.0 Keep Full Definition:

Keep Full shall be defined as a minimum tank capacity of Forty Five (45) percent at all times. The successful contractor shall establish a delivery schedule to ensure all fuel site locations maintain the **minimum 45% supply of fuel at all times**. If a Fleet Management Representative determines a fuel site is below 45%, an order will be called in and the Contractor will have twelve (12) hours to make the delivery at no additional cost to the County.

Because the County is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Deliveries must be made in accordance with the above stated requirements. If deliveries are not met as specified the County will strictly enforce and proceed as outlined in the General Terms and Conditions; Section Three (3); paragraph nine (9) titled **Termination by the County**.

3.0 Tank Monitors

The successful contractor shall provide all material and labor to install and maintain fuel tank monitors at all tank site locations within fourteen (14) days after receipt of award of bid at no additional expense to the County. The monitors installed shall be of a configuration to allow the County to access the real time data from Fleet Management computers. At the end of any contact term or upon contract termination the contractor shall remove the monitors or the County may negotiate for the purchase of the monitors.

4.0 Delivery Scheduling and Hours:

The Contractor shall contact the Road Yards and the Western Regional Landfill to schedule each delivery to ensure that County staff is available to sign for receipt of fuel.

- All County Road Yards are open Monday through Thursday, 6:00 AM to 4:30 PM
- The Western Regional Landfill is open Monday through Saturday, 7:00 AM to 5:00 PM.

5.0 Fuel Readings:

All tanks must have a dipstick reading before and after fuel deliveries. The Contractor's driver will use the County's dipstick that have been calibrated for each tank. The dipstick reading will be recorded on the invoice or bill of lading. The quantity delivered to any County tank in a split load will be determined entirely by readings using County dipsticks and metering, if so equipped. Conversion charts for each tank will be available at the time of delivery.

6.0 Fuel Requirements:

Fuel provided shall be unleaded and #2 diesel. Quantities provided in this bid are estimates only.

- 6.1 All gasoline delivered shall meet or exceed the ASTM specifications standard for unleaded and unleaded 10% ethanol or the latest revisions.
- 6.2 All #2 diesel delivered shall meet or exceed the ASTM specification standard of D-975-81 or the latest revisions.

General Requirements:

Fuel furnished under this specification must meet or exceed the following requirements.

- 6.3 All fuel specified shall be a currently standard product of an established manufacturer except for such deviations as may be required by this specification.

- 6.4 Fuel shall be free of all imperfections and/or defects that might affect appearance, normal life, or serviceability.
- 6.5 Details not specified herein will be in accordance with standard commercial practices for fuel of this type.
- 6.6 Contractor must be able to provide delivery vehicles with the capability of pumping into above ground fuel tanks.

7.0 Delivery Locations, Tank Capacity & Fuel Type and Estimated Annual Usage

Location	Fuel Type	Tank Size	Tank Type	Estimated Annual Usage
Highway Department Materials Yard, 1420 E. Maley St., Willcox, AZ	Diesel	4,000 gallons	Above Ground	55,527 gal.
	Unleaded	2,000 gallons	Above Ground	42,269 gal.
Road Yard #1, 17275 Maintenance Rd., Bisbee, AZ	Diesel	4,000 gallons	Above Ground	59,336 gal.
	Unleaded	6,000 gallons	Above Ground	107,828 gal.
Road Yard #2 Leslie Canyon Rd, Douglas, AZ	Diesel	4,000 gallons	Above ground	49,255 gal
	Unleaded	2,000 gallons	Above Ground	29,932 gal.
Road Yard #4 901 E. 4 th St., Hwy 86 Benson, AZ	Diesel	2,000 gallons	Above Ground	32,924 gal.
	Unleaded	1,000 gallons	Above Ground	33,945 gal.
Elfrida Road Yard Thompson & Mormon Rd., Elfrida, AZ	Diesel	3,000 gallons	Above Ground	40,809 gal.
	Unleaded	1,000 gallons	Above Ground	21,933 gal.
Western Regional Landfill 2595 N. Sagebrush Rd., Huachuca City, AZ	Diesel	3,000 gallons	Above Ground	81,249 gal.
	Unleaded	1,000 gallons	Above Ground	13,332 gal.
	Diesel	1,500 gallons	Tank Truck	48,629 gal.

7.0 Pricing:

Bid prices shall be the contractor's markup or markdown (+/-) for fuel delivered to each facility listed on the Bid Submittal Form (section five) and shall be a set price above or below the Oil Price Information Service (OPIS) weekly reported Tucson average rack price. Pricing for each week's (Sunday through Saturday) fuel shall be the published Tucson average rack price based on the preceding Thursday's weekly report plus or minus the vendors margin.

Submitted fuel prices shall include any delivery or pumping charge and will remain in effect for the duration of the contract. All prices will be exclusive of federal excise taxes.

8.0 Invoices, Bill of Lading & Delivery Tickets:

Invoices must be itemized listing the fuel cost, Federal, State and U.S.T. taxes. Invoices shall be e-mailed to the County representatives listed below.

Diesel Fuel Purchases:

Reyna Smith: rsmith@cochise.az.gov
Rick Castleberry: rcastleberry@cochise.az.gov
Cochise County Heavy Fleet Department

Unleaded Fuel Purchases: Tammy Ruoff: truoff@cochise.az.gov
Cochise County Fleet Management

Bill of Lading and Delivery Tickets shall be hand delivered after each delivery to Tammy Ruoff at the Fleet Management Department, 1151 Hereford Rd, Bisbee, AZ 85603.

Contact Person: For issues other than invoicing or payment, contact Ruben Miranda, Director, 520-432-9382, Fleet Management Department.

9.0 Compliance:

In order for consideration to be given to the bid on an item under this specification, the bidder must comply with the following conditions:

9.1 Product Identification:

Name of manufacturer, brand or trade name, etc, as applicable, of the item which the vendor proposes to furnish must be stated as part of the bid.

9.2 Exceptions:

Notwithstanding the above, any exception taken by the bidder to the requirements and conditions of this specification must be stated and described in detail as a part of the bid. If no exceptions or deviations are identified in this manner, the items must be furnished exactly as described.

9.3 Proof:

The bidder will bear the burden of proof of compliance with this specification.

10.0 Estimated Quantities

The estimated annual quantities listed are the Buyer's best estimate and do not obligate the County to order or accept more than the County's actual requirement during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the County with its complete actual requirements for the contract period.

SECTION THREE - GENERAL TERMS AND CONDITIONS

1.0 Certification:

By signature on the Bid Submittal (section five) and Offer to County of Cochise (section six) pages of this solicitation the Bidder certifies:

- 1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2 The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3 The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4 The Bidder agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

2.0 Gratuities:

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and

remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

3.0 Applicable Law:

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona. This provision does not supersede or invalidate the Arbitration requirement of Paragraph 5.0

4.0 Arizona Procurement Code:

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Purchasing Policy are a part of this document as if fully set forth herein.

5.0 Legal Remedies:

If the Contractor and Cochise County are unable to mutually resolve disputes arising under this contract, all disputes arising under or relation to this Contract shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing. If the Contractor and Cochise County can mutually agree upon an Arbitrator, that Arbitrator shall be selected. If not, the Contractor and Cochise County shall each select an Arbitrator and those two Arbitrators shall select a third Arbitrator (or the Contractor and Cochise County shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration. All claims and controversies shall be subject to A.R.S §12-1518 et. Seq.

6.0 Contract:

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set forth with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

7.0 Contract Amendments:

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

8.0 Provisions Required by Law:

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

9.0 Termination by the County:

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.

9.1 This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

9.2 The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

9.2.1 Contractor provides personnel who do not meet the requirements of the contract;

9.2.2 Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

9.2.3 Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

9.2.4 Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

9.2.5 Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

10.0 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract that may remain in effect without the invalid provision or application.

11.0 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

12.0 Interpretation - Parol Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

13.0 Assignment - Delegation:

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

14.0 Subcontracts:

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein.

The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

15.0 Rights and Remedies:

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the

Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

16.0 Protests and Disputes:

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section Fifteen. Any interested party may protest a solicitation, a proposed award or the actual award of a County contract. All written protests will be reviewed and receive a written response. Protests may be transmitted by facsimile machine.

Protestors should first contact the Procurement by telephone, with their questions regarding a solicitation, award or proposed award as the first step in the protest process. Frequently, the questions or problems can be resolved in this manner. Receipt of a verbal response does not preclude filing a formal written protest.

- Protests regarding alleged improprieties in a solicitation that are apparent before the bid opening shall be filed five (5) working days before the bid opening date.
- Protests regarding materials included by addendum and received by the protestor less than five (5) working days before the bid opening shall be submitted with the bid.
- Protests regarding a proposed award shall be submitted as soon as known by the date of award.
- Protests regarding the actual award of a contract shall be filed within five (5) working days of the contract award, or within five (5) working days of the mailing of the notice of award, whichever is later.

A formal protest must be in the form of a letter from the protester to the Procurement Director. It must include:

- The name, address, and telephone number of the protestor and the original signature of the protestor or its representative;
- The name and number of the solicitation that is being protested;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

The Procurement Director will respond to all disputes within seven (7) working days of the receipt of the dispute. The response shall contain an explanation of the basis for the decision. The time period for this response may be extended for good cause for up to thirty (30) calendar days. The disputant shall be notified in writing that the time for issuance of a response has been extended.

17.0 Warranties:

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

18.0 Overcharges by Antitrust Violations:

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

19.0 Force Majeure:

19.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The Force Majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force

Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

- 19.2** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere or an oversold condition of the market.
- 19.3** Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.
- 19.4** If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 20.0 Right to Assurance:**
Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 21.0 Records:**
Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.
- 22.0 Advertising:**
Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.
- 23.0 Exclusive Possession:**
All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.
- 24.0 Title and Risk of Loss:**
The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 25.0 No Replacement of Defective Tender:**
Every tender of materials must fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the cancellation clause set forth within this document.
- 26.0 Default in One Installment to Constitute Total Breach:**
Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole. Compliance shall conform to the cancellation clause set forth within this document.

27.0 Shipment Under Reservation Prohibited:

Contractor is not authorized to ship materials under reservation and no tender of a Bill of Lading shall operate as a tender of materials. Compliance shall conform to the cancellation clause set forth within this document.

28.0 Liens:

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

29.0 Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

30.0 Licenses:

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

31.0 Preparation of Specifications by Persons Other than County Personnel:

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

32.0 Cost of Bid Preparation:

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

33.0 Public Record:

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification. As provided by the Cochise County Purchasing Policy.

34.0 Payment by the County:

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

35.0 Independent Contractor:

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

35.1 The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Workers Compensation, normally provided by the County for its employees.

36.0 Legal Arizona Workers Act Compliance:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of

A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each subcontractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Contractor to penalties up to and including suspension or termination of this

Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion. The Contractor shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

37.0 Local Vendor Preference:

The Cochise County Board of Supervisors hereby establishes the following local vendor preference policy effective January 1, 2012. In recognition of the benefits from transaction privilege taxes ("TPT") and property taxes paid by local businesses to Cochise County, as well as indirect benefits to County residents from vibrant local businesses, a local preference credit of 3% shall be granted to local vendors when evaluating bids for supplies, equipment and materials and personal services. This preference is subject to the following:

37.1 The local preference credit does not apply to bids on construction projects.

37.2 In no event will the credit on any one bid exceed \$2,500.

37.3 The 3% credit will apply only to the parts of the bid on which TPT are paid. For example, if the total amount of a bid is \$75,000, in which \$50,000 is subject to payment of TPT, and \$25,000 is exempt from TPT, the 3% credit will be \$1,500 (.03 x \$50,000).

37.4 A vendor is deemed a local business—and therefore entitled to the 3% credit—if the TPT on the bid will be paid to, or inure to the benefit of, Cochise County or a city or town in Cochise County. The vendor will be responsible for demonstrating this to the satisfaction of the Procurement Director, who will make the determination in his sole discretion.

37.5 A local preference will also be allowed on Requests for Proposals, in which case the 3% credit will be calculated on the points otherwise scored by a vendor. The determination as to whether a vendor is deemed a local business will follow the guidelines above.

37.6 The Procurement Director has developed forms to make the application for the credit uniform and fair, including an affidavit of eligibility for the credit.

37.7 From time to time questions as to eligibility, and amounts of credit, will arise. When these arise, the Procurement Director will make the determination in consultation with the County Administrator or Deputy County Administrator.

SECTION FOUR - SPECIAL TERMS AND CONDITIONS

- 1.0 Bid/Proposal Opening:**
Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.
- 1.1 Bids:**
Bids shall be read publicly and recorded.
- 1.2 Proposals:**
The name of each offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.
- 2.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 3.0 Award of the Contract:**
The Board of Supervisors will award the Contract to the lowest, responsive and responsible Bidder, whose bid is most advantageous to the County.
- 4.0 Effective Date of Contract:**
Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board are the conditions precedent to the effectiveness of this Contract.
- 5.0 Upon Award of the Contract:**
The successful Bidder shall sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates.
- 6.0 Term of the Contract:**
The term of the Contract shall be for a one (1) year period from the date of award. The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to four (4) additional years, in one (1) year increments. Contractor shall be notified in writing by the Procurement Director or his designee of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 7.0 Confidential Information:**
If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Procurement Director should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.
- 8.0 Suspension or Debarment Status:**
If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.
- 9.0 Minimum Requirements:**
Items specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select items it deems are most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment and not to restrict others from bidding/offering.
- 10.0 Compensation and Method of Payment:**
In consideration of the equipment and services provided as described in the specifications/scope of work, the County will pay the Contractor the sum or amounts as set forth in the Bid/Proposal Page herein, and the Contractor will charge the County only in accordance with those same amounts.

- 10.1 The County will generate a purchase order after the approval of award. Payment will be processed within thirty (30) days following the receipt of an itemized invoice(s) by the County. Payment will be made by a third party Financial Institution to be determined at that time. No payment(s) will be issued until the receipt and acceptance of all equipment, services and correct invoice(s) have been received.
- 11.0 **Authorization for Orders:**
Authorization for purchases under the terms and conditions of this Contract will be made only upon issuance of a Purchase Order. A separate delivery release will be issued against the Purchase Order, either in writing or by telephone.
- 12.0 **Compensation and Method of Payment:**
In consideration of the performance of the services described in the specifications/scope of work, the County will pay the Contractor the sum or amounts as set forth in the Bid/Proposal Page herein, and the Contractor will charge the County only in accordance with those same amounts.
- 12.1 The County will pay the Contractor within thirty (30) days following the receipt of itemized invoice(s) for the services rendered. No payment will be issued prior to receipt of material or service and correct invoice.
- 13.0 **Non-exclusive Contract:**
Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Cochise. The County reserves the right to obtain like services from another source when necessary.
- 14.0 **Federal Excise Tax Exemption:**
Cochise County is exempt from payment of all Federal Excise Taxes in connection with this purchase. **Said taxes must not be included in bid prices.** The County will provide the necessary tax exemption certificates to the manufacturer if required.
- 15.0 **Hazardous Substances:**
Bidders responding to this Invitation for Bids shall furnish Materials Safety Data Sheets (MSDS) for those items requested in the bid. This requirement pursuant to OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.
- 16.0 **Protection of Government Building, Equipment and Vegetation:**
The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment, and vegetation, the Contractor shall replace or repair the damage at no expense to the County as directed by the County's Authorized Representative. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof which may be deducted from the contract price.
- 17.0 **Indemnification**
To the extent allowed by law, Contractor shall indemnify, defend, and hold harmless Cochise County, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractor. This indemnity includes any claim or amount arising out of, or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instance, except for Claims arising solely from the negligent or willful acts of omission of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Cochise County, its officers, officials, agents and employees from losses arising from the work performed by the Contractor for Cochise County. The scope of this indemnity will not be limited by the Insurance Requirements contained herein.
- 18.0 **INSURANCE REQUIREMENTS:**
Contractor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage

to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Each Occurrence	\$1,000,000

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language:
 “The County of Cochise, its departments, agencies, boards, officers, officials, agents and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”

3. **Worker’s Compensation and Employers’ Liability**

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

- a. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The County of Cochise, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance

policies above shall require (30) days written notice to the County of Cochise. Such notice shall be sent directly to **Terry Hudson, Procurement Director, Cochise County Procurement Department, 1415 Melody Lane, Bldg C, Bisbee, AZ 85603** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than A-VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Terry Hudson, Senior Buyer Cochise County Procurement Department, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603**. The County project/contract number and project description are to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

F. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the County Procurement Department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

G. **MISCELLANEOUS:**

1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
2. **CONFLICT OF INTEREST:** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511 regarding Conflict of Interest.
3. **NO BOYCOTT OF ISRAEL:** In accordance with A.R.S. §35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that had the effect of inducing or requiring a person or company to boycott Israel.
4. **COMPLIANCE WITH IMMIGRATION LAWS:** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs and work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.
5. **INSPECTION AND AUDIT:** The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. §35-214.
6. **PUBLIC RECORDS LAW:** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. §39-121 et. Seq.

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**INVITATION for BIDS #IFB 17-35-FSD-02
BULK FUEL DELIVERY**

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

ORIGINAL

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 17-35-FSD-02
BULK FUEL DELIVERY

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish and deliver Bulk Fuels on a Keep Full basis in compliance with all terms, conditions, specifications and amendments in the solicitation.

Pricing:

The bid prices shall be the vendor's markup or markdown (+/-) for fuel delivered to the County facilities listed below. This amount will be added or deducted from the Oil Price Information Service (OPIS) weekly reported Tucson average rack price. Pricing for each week's (Sunday through Saturday) fuel shall be the published Tucson average rack price based on the preceding Thursday's weekly report plus the markup or markdown for full or partial loads dependent on the quantity delivered. Submitted fuel prices shall include any delivery or pumping charge and will remain in effect for the duration of the contract. All prices will be exclusive of federal excise taxes.

Location	Bid Item	Fuel Type	Amount of markup or markdown (+/-) per gallon
Highway Department Materials Yard, 1420 E. Maley St. Willcox, Arizona	1.	Diesel	\$ +0.095
	2.	Unleaded	\$ +0.095
Road Yard #1, 17275 Maintenance Rd. Bisbee, Arizona	3.	Diesel	\$ +0.05
	4.	Unleaded	\$ +0.05
Road Yard #2 Leslie Canyon Rd. Douglas, Arizona	5.	Diesel	\$ +0.095
	6.	Unleaded	\$ +0.095
Road Yard #4 901 E. 4 th St., Hwy 86 Benson, Arizona	7.	Diesel	\$ +0.095
	8.	Unleaded	\$ +0.095
Elfrida Road Yard, Thompson & Mormon Rd. Elfrida, Arizona	9.	Diesel	\$ +0.095
	10.	Unleaded	\$ +0.095
Western Regional Landfill 2595 N. Sagebrush Rd. Huachuca City, AZ	11.	Diesel	\$ +0.095
	12.	Unleaded	\$ +0.095
	13.	Diesel	\$ +0.095

Indicate above if the prices offered will be marked up or down (+/-)

Cochise County is subject to all state and local transaction privilege taxes imposed within the State of Arizona. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the County does not relieve the seller from its obligation to remit taxes. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price. Indicate, if applicable, the tax rate to be applied N/A %. Initial to acknowledge your understanding of the above transaction privilege tax requirements JK.

SENERGY PETROLEUM

JAMES R. KASKIE

Company Name

Representative Name

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 17-35-FSD-02
BULK FUEL DELIVERY

SECTION SIX - OFFER TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price are quoted, at the prices set forth in this quotation, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this request for price quote. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

SENERGY PETROLEUM
Company Name
622 S. 56TH AVE
Street Address
PHOENIX, AZ 85043
City, State and Zip Code
21001015
State of Arizona Transaction (Sales) Privilege Tax License Number
46-2658218
Federal Employer Identification Number

For clarification of this offer, contact:
JAMES R. KASKIE
Name (Print)
CONTRACT SPECIALIST
Title (Print)
602-358-2411
Phone Number

JKASKIE@GOSENERGY.COM
E-mail address

James R. Kaskie
Signature of Person Authorized to Sign Offer:

JAMES R. KASKIE
Printed Name
CONTRACT SPECIALIST
Title
602-358-2411
Phone Number
JKASKIE@GOSENERGY.COM
E-mail

NO BID _____ Reason: _____

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 17-35-FSD-02
BULK FUEL DELIVERY

SECTION SIX - ACCEPTANCE OF OFFER

This offer is hereby accepted.

The Contractor is now bound to provide the materials, equipment or services listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, statement of work, amendments, etc. and the Contractor's Offer as accepted by the County.

This contract shall henceforth be referred to as IFB 17-35-FSD-02 Bulk Fuel Delivery


The Contractor has been cautioned not to provide any material under this contract until Contractor receives a formal Notice to Proceed, Purchase Order, or is otherwise directed to do so in writing by the County's Authorized Representative.

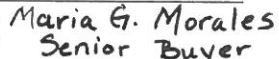
This Contract is entered into this _____ day of _____ 2017.

CONTRACTOR:

COUNTY:

ENERGY PETROLEUM

 Terry Hudson, CPPB
Procurement Director

 Maria G. Morales
Senior Buyer

This Section Left Intentionally Blank

SECTION SIX - FORM OF AGREEMENT

1.0 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "Contractor". Do not fill in the date.

1.1 Return the completed Form of Agreement with the bid packet.

AGREEMENT #IFB 17-35-FSD-02 Bulk Fuel Delivery

BETWEEN COCHISE COUNTY

And

ENERGY PETROLEUM

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:



 Procurement Director Senior Buyer
Cochise County Procurement Division
1415 Melody Lane, Building C
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

ENERGY PETROLEUM

622 S. 56TH AVE

PHOENIX, AZ 85043

JAMES C. KASKIE

This Contract is designated by the County as No. IFB 17-35-FSD-02 Bulk Fuel Delivery

The County and Bidder agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Form of Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

Article II. Contract Performance: The Bidder shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Article III. Date of Commencement and Completion: The Bidder shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 17-35-FSD-02
BULK FUEL DELIVERY


SECTION SIX - FORM OF AGREEMENT (continued)

Article IV. **Payment:** The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

This Contract is entered into this _____ day of _____ 2017.

CONTRACTOR:


Authorized Signature

JAMES C. KASKIE
Print Name and Title

CONTRACT SPECIALIST

ATTEST:

Arlathe Rios
Clerk of the Board

APPROVED BY:

COCHISE COUNTY BOARD OF SUPERVISORS

Ann English, Chairperson
Board of Supervisors

REVIEWED BY:

COCHISE COUNTY
PROCUREMENT DEPARTMENT



Terry Hudson
Procurement Director

Maria G. Morales
Senior Buyer

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017
Family Counseling FY2018
Submitted By: Teresa Rockrich, Juvenile Probation
Department: Juvenile Probation
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Denise Caraballo
Mandated Function?: Not Mandated

TITLE of PRESENTER: Chief Deputy
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 17-10 for Family Counseling Funding as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), Juvenile Justice Services Division (JJSD) in the amount of \$16,118 and the required \$3,098 matching funds as budgeted in the general fund budget submitted by Juvenile Court Services.

Background:

Juvenile Court Services receives the funding from the AOC and together with the matching funds from the county can provide counseling services for families within Cochise County that would otherwise not be able to pay for services themselves.

Department's Next Steps (if approved):

Juvenile Court Services will send the signed documents to the AOC for processing of revenue for FY2018.

Impact of NOT Approving/Alternatives:

No funding for family counseling services to the families of Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

Please call Teresa Rockrich at 432-8819 or Rita Shipley at 432-8816 for pick up after Board Resolution has been signed by Ann English, Chairman, Board of Supervisors.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1: 100-1200-1210-550.000

Fund Transfers

Fiscal Year: 2018

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

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

County Match Required? (\$\$\$): 3098.00

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Annual match from county general fund is budgeted as appropriate in the FY2018 budget submitted for Board of Supervisor's approval

Attachments

Court Cert

FY2018 Allocation

FC Cochise DOS Res

Grant Approval Form

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING
FISCAL YEAR 2017-2018**

Court Certification

- I. The Juvenile Division of the Superior Court in Cochise County certifies that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be made available for family counseling services.

- II. The Juvenile Division of the Superior court in Cochise County certifies that the amount of aid provided by the state and county to a family counseling program pursuant to this article does not exceed 70% of the program's annual operating budget.

- III. (Complete if information is not contained in the Annual Resolution of the Board of Supervisors.)

The Juvenile Division of the Superior Court in Cochise County certifies that the matching funds as required in A.R.S. Section ' 8-261(4) and ' 8-265(A) have been provided by the county for fiscal year 2017-2018 as follows (include amounts and explanation):

Presiding Juvenile Court Judge

Date

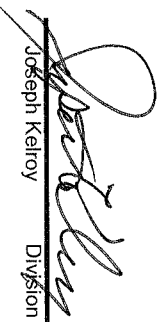
**Please file with:
Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: TC Colla, Program Specialist
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

FAMILY COUNSELING
FUND ALLOCATION SCHEDULE
FY 2018

COUNTY	JUVENILE POPULATION 17 & UNDER	PERCENTAGE OF TOTAL	BASE ENTITLEMENT	*POPULATION ALLOCATION	*TOTAL BUDGET ALLOCATION	COUNTY MATCH	FIRST DISTRIB. OCT. 31	*SECOND DISTRIB. APR. 15
Apache	20,861	1.1686%	5,000	6,725	11,725	2,253	6,449	5,276
Cochise	34,490	1.9320%	5,000	11,118	16,118	3,098	8,865	7,253
Coconino	32,752	1.8347%	5,000	10,557	15,557	2,990	8,556	7,001
Gila	12,102	0.6779%	5,000	3,900	8,900	1,710	4,895	4,005
Graham	11,490	0.6436%	5,000	3,702	8,702	1,672	4,786	3,916
Greenlee	2,246	0.1258%	5,000	723	5,723	1,100	3,148	2,575
La Paz	3,982	0.2231%	5,000	1,285	6,285	1,208	3,457	2,828
Maricopa	1,102,149	61.7395%	5,000	355,249	360,249	69,236	198,137	162,112
Mohave	42,548	2.3834%	5,000	13,714	18,714	3,597	10,293	8,421
Navajo	32,371	1.8133%	5,000	10,434	15,434	2,966	8,489	6,945
Pima	245,547	13.7549%	5,000	79,146	84,146	16,172	46,280	37,866
Pinal	123,952	6.9435%	5,000	39,953	44,953	8,639	24,724	20,229
Santa Cruz	15,216	0.8524%	5,000	4,904	9,904	1,903	5,447	4,457
Yavapai	41,028	2.2983%	5,000	13,224	18,224	3,502	10,023	8,201
Yuma	64,426	3.6090%	5,000	20,766	25,766	4,952	14,171	11,595
TOTAL	1,785,160	100.00%	75,000	575,400	650,400	125,000	357,720	292,680

Source: Arizona Department of Economic Security, Research Administration,
Population Statistics Unit. Arizona population projections for
2006-2055.

APPROVED:


Joseph Kellroy
Division Director

Date

5-15-18

GRAND TOTAL

650,400

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING
FISCAL YEAR 2017-2018**

Board Resolution

The Cochise County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section §8-261 through §8-265 for fiscal year 2017-2018.

The Board of Supervisors resolves that \$3,098 in matching funds will be provided by this county's Board of Supervisors for Cochise County, Arizona.

_____	_____
Clerk of the Board	Date
_____	_____
Chairperson, Board of Supervisors	Date

Please file with:

**Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: TC Colla, Program Specialist
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Approve RFP 17-30-BOS-03 Workforce Development One Stop Operator

Submitted By: Maria Morales, Procurement

Department: Procurement

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

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

NAME of PRESENTER: Lupita 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 the award of Request for Proposal (RFP) No. 13-30-BOS-03 Workforce Development One Stop Operator to the local board for Arizona@Work Southeastern Arizona.

Background:

Due to changes in Federal Law regarding the Workforce Innovation and Opportunity Act (WIOA) last year, it is now required that the One Stop Operator services be procured in accordance with the federal procurement code. Federal law requires a separate process to ensure certain firewalls are in place to protect the system. As Cochise County serves as the fiscal agent, and is not involved in the daily operations of the local workforce board, Cochise County Procurement Dept. served as the purchasing agent as allowed under law.

RFP 13-30-BOS-03 was prepared and released on April 26, 2017, the solicitation was advertised in the Arizona Range News on April 26th and May 3rd. The RFP was posted on the County and Public Purchase website, 35 vendors accessed the RFP, only 1 response was received prior to the closing date and time of Wednesday May 24, 2017 @ 3:00pm.

An evaluation panel consisting of three personnel from Arizona@Work board evaluated and scored the information in accordance with the evaluation criteria specified in the RFP. Evaluation score sheet is attached.

The contract is awarded to the local board under Arizona@Work and does not change or alter the current service or funds provided. Arizona@Work currently has staff assigned to coordinate and run the One Stops in Cochise, Graham, and Greenlee counties.

Department's Next Steps (if approved):

Execute Professional Services Agreement for services. Initial 1 year with up to 3 additional renewals.

Impact of NOT Approving/Alternatives:

If not approved the South Eastern Arizona Workforce Development Board will not be in compliance with WIOA Section 121 and 20 requiring a One Stop Operator to be in place. This would jeopardize the amount of money awarded to Cochise County to fulfill the agreement to provide workforce services in Cochise, Graham and Greenlee counties.

To BOS Staff: Document Disposition/Follow-Up:

No Action Required

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Evaluation Total



COCHISE COUNTY RFP EVALUATION

Request for Proposals #17-30-BOS-03
Workforce Development One-Stop Operator
Proposal Opening – May 24, 2017 @ 3:00pm

EVALUATION CRITERIA		RATING	A	B	C
1.	Executive Summary	0-20	20	19	20
2.	Customer Service Coordinators Staffing Plan	0-15	15	13	15
3.	Customer Service Philosophy	0-15	15	14.5	15
4.	Operations Plan	0-15	15	13.5	15
5.	Qualification & Experience Project Lead	0-15	15	15	15
6.	Qualification & Experience Center Coordinators	0-15	15	15	15
7.	Proposal Budget	0-5	5	5	5
Total		1-100	100	95	100

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Approve Board appointments and memberships for FY2017-18

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Arlethe Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2017-18 Fiscal Year and approve continuing annual memberships for 2017-18, with payment of associated dues as described herein.

Background:

The organizations that the Board approved membership in, for fiscal year 2017-18, appear on the attached listing along with dues amounts (if any). At the same time, the Board is asked to consider renewing or revising its appointments to various committees and boards on which a member of the Board of Supervisors sits.

Department's Next Steps (if approved):

Notify organizations of continuing membership and of Board member designated to be representative. Board staff will process payment of dues upon receipt of invoices for each of the approved memberships on the attached spreadsheet unless the membership is not renewed by the Board.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

MembershipList

Committee or Board Assignments for BOS &/or Executive Staff & Annual Membership Dues								
Board, Commission, Committee or Group	Member(s)	Appointed By	Effective Start Date	Effective End Date	Regular Meeting Location	Membership Dues 2016-2017	Membership Dues 2017-2018	Notes
BUDGET:						\$124,000.00	\$124,000.00	
Arizona Association of Counties (AACO)	Cathy Traywick	N/A			Arizona	\$16,052.77	\$16,052.77	
Arizona Border Counties Coalition (ABCC)	Pat Call Peggy Judd (alternate)	Board of Supervisors	Mar-17	through present	Arizona			
Arizona City / County Management Association (ACMA)	Ed Gilligan Arlethe Rios	N/A			Phoenix	\$685.00	\$685.00	\$290.00 Ed - Full Member \$125.00 Arlethe-Associate Member
Arizona Counties Insurance Pool (ACIP)	Ed Gilligan	N/A				n/a	n/a	
Arizona Rural Development Council	Ed Gilligan	N/A	Jul-15	through present	Phoenix	n/a	n/a	
Arizona Town Hall	Pat Call Ed Gilligan	N/A		through present	Arizona	\$200.00	\$200.00	12.12.16: Ed's \$100 paid through 11.16 event; 3.23.17 \$100.00-Pat
Arizona-Mexico Commission/Border Issues Committee	Ed Gilligan	N/A	Jul-15	through present	Phoenix	\$250.00	\$250.00	not invoiced yet
Arizona-Mexico Commission/Transportation, Infrastructure, Ports Committee	Ed Gilligan	N/A	Jul-15	through present	Phoenix	n/a	n/a	Part of AZ/MEX Commission
Board of Health	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
Coalition of Arizona/New Mexico Counties	Pat Call	Board of Supervisors		through present	N/A	\$7,600.00	\$7,600.00	not invoiced yet
Cochise College Economic Forum Sponsor	All	N/A		through present	Cochise County	\$4,000.00	\$4,000.00	not invoiced yet
Cochise Conservation & Recharge Network	Pat Call	Board of Supervisors	Jun-13	through present	Cochise County	n/a	n/a	
Coronado Resource Conservation & Development	Pat Call	Board of Supervisors				\$150.00	\$150.00	not invoiced yet
Corrections Officers Retirement Plan Board (CORP)	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
CSA (County Supervisors Association)	Pat Call Ann English Peggy Judd	N/A		through present	Phoenix	\$62,293.00	\$62,293.00	not invoiced yet
CSA / County Managers Assoc & Natl Assoc of Cty Admin (NACA)	Ed Gilligan	N/A	Jul-15	through present	Phoenix	\$100.00	\$150.00	
CSA / Legislative Policy Committee (LPC)	Ann English	Board of Supervisors	1/8/2008	through present	Phoenix	n/a	n/a	
Eastern Arizona Counties Organization	Pat Call	Board of Supervisors	October 2014	through present		\$6,000.00	\$6,000.00	not invoiced yet
EFSP Board	Peggy Judd	Board of Supervisors		through present	Bisbee	n/a	n/a	
Council Appointment - Region 5 (South)	Pat Call	Governor	10/19/2006	through present	Phoenix	n/a	n/a	
Huachuca 50	Pat Call	Board of Supervisors	2002	through present	Sierra Vista	\$200.00	\$200.00	not invoiced yet
National Association of Counties (NACo)	Cochise County	N/A		through present	Washington, D.C.	\$2,627.00	\$2,627.00	
Public Lands Advisory Committee, BOS Liaison	Ann English	Board of Supervisors	8/14/2007	through present	Bisbee	n/a	n/a	
Public Safety Retirement Board	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
SEACAP SouthEastern Arizona Community Action Plan	Gwen Calhoun	Board of Supervisors	3/1/2017	until replaced	Safford	n/a	n/a	Gwen is the Public Primary Rep.
SEAGO Administrative Committee	Ed Gilligan	N/A	Jul-07	through present	Bisbee	n/a	n/a	Part of SEAGO
SEAGO Executive Committee	Peggy Judd	Board of Supervisors	1/8/2008	through present	Bisbee	\$11,313.00	\$11,313.00	not invoiced yet
Sierra Vista Metropolitan Planning Organization	Pat Call Ann English, Alternate	N/A	10/22/2013	through present	Sierra Vista	\$300.00	\$300.00	not invoiced yet
USPP Executive Committee	Pat Call Ed Gilligan	N/A		through present	Sierra Vista	n/a	n/a	
USPP Partnership Advisory Commission	Pat Call Ann English Peggy Judd	N/A		through present	Sierra Vista	n/a	n/a	
TOTALS:						\$111,770.77	\$111,820.77	
UNEXPENDED BALANCE:						\$12,229.23	\$12,179.23	

**Action 10.
County Schools**

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Resolution for Apache School District

Submitted By: Rose Martinez, County Schools

Department: County Schools

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

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

NAME of PRESENTER: Jacqui Clay **TITLE of PRESENTER:** County School Superintendent

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 15-469

Information

Agenda Item Text:

Adopt Resolution 17-09 declaring Apache Elementary School District #42 lapsed, attaching the territory to Douglas Unified School District #27, disposing of district property and providing for payment of debts.

Background:

Ms. Clay is recommending the adoption of this resolution due to the fact that the School District had less than eight pupils during the 2016-17 school year and anticipates fewer than eight pupils during the 2017-18 school year.

Department's Next Steps (if approved):

Record resolution and notify school district.

Impact of NOT Approving/Alternatives:

The Apache School District will be suspended and will remain inactive, but not dissolved.

To BOS Staff: Document Disposition/Follow-Up:

Send one original fully executed resolution to Rose Martinez, Schools Office and one original fully executed resolution to the Recorder's Office for recording purposes.

Attachments

Resolution

RESOLUTION 17-___

A RESOLUTION DECLARING APACHE ELEMENTARY SCHOOL DISTRICT #42 LAPSED, ATTACHING THE TERRITORY TO DOUGLAS UNIFIED SCHOOL DISTRICT # 27, DISPOSING OF DISTRICT PROPERTY AND PROVIDING FOR PAYMENT OF DEBTS

WHEREAS, Apache Elementary School District #42 ("Apache") had less than eight pupils during the 2016-17 school year and anticipates fewer than eight pupils during the 2017-18 school year; and

WHEREAS, pursuant to ARS § 15-469, County School Superintendent Jacqui Clay has suspended Apache and reported the suspension and reasons therefor to the County Board of Supervisors (the "Board"); and

WHEREAS, pursuant to ARS § 15-469, the Board is authorized to lapse Apache and attach the territory it encompasses to one or more of the adjoining school districts, dispose of the property of the lapsed common school district and apply the proceeds to the credit of the lapsed common school district; and

WHEREAS, pursuant to ARS § 15-469, Superintendent Clay is required to determine all of Apache's unbonded indebtedness of the lapsed common school district and draw her warrant, on proper vouchers, on the County Treasurer in payment of the unbonded indebtedness; any balance remaining after such payment shall be transferred to the county school fund; and

WHEREAS, Superintendent Clay has informed the Board that Apache's property consists of the following: i) school cash balances M&O in the amount of \$64,035.20 and Special Projects in the amount of \$116,028.36; ii) a school bus [2011 GM, Thomas 16 passenger bus, and VIN#1GB0G2BAOB1112831 valued at approximately \$11,950.00; iii) a parcel of improved real estate, parcel #412-08-006, consisting of 1 acre with a 1 story ranch structure, solar panels, and mobile home;

WHEREAS, Superintendent Clay has informed the Board that Apache's unbonded debt consists of \$0;

NOW, THEREFORE, BE IT RESOLVED that:

1. Apache Elementary School District #42 is hereby declared to be lapsed.
2. The territory presently included in Apache Elementary School District #42 is hereby attached to Douglas Unified School District #27.
3. Title to the school bus, VIN #1GB0G2BAOB1112831, shall be transferred to the Douglas Unified School District.
4. After payment of any debts, the balance of the Fund shall be transferred to the County School Fund # **TBD**.
5. The District's School Board is authorized and directed to execute a quitclaim deed of parcel # to **TBD**.

PASSED, APPROVED AND ADOPTED by the Cochise County Board of Supervisors, this 11 day of July, 2017.

Ann English, Chair
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlthe Rios,
Clerk of the Board

Britt Hanson,
Chief Civil Deputy County Attorney

**Action 11.
County Sheriff**

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017
ACJC, Drug, Gang, and Violent Crime Control Grant
Submitted By: Ken Foster, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: Lieutenant
Source of Mandate or Basis for Support?: ARS 11-441

NAME of PRESENTER: Ken Foster
Mandated Function?: Federal or State Mandate

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

Information

Agenda Item Text:

Approve Grant Agreement DC-18-003 for the Drug, Gang, and Violent Crime Control funding with the Arizona Criminal Justice Commission in the amount of \$124,240 for overtime salaries and fringe benefits (ERE) effective July 1, 2017 through June 30, 2018.

Background:

The Sheriff's Office has a contract (re-occurring) for funding by the Arizona Criminal Justice Commission. This grant is a funding source the Cochise County Sheriff's Office has applied for, and has been approved to utilize as a source of funding for several of the Special Operation Division units to use to assist in combating illegal drug using, selling and smuggling; along with combating illegal immigrant smuggling within the communities of Cochise County. The funding source allows CCSO to pay overtime, when necessary, to those who work in these units.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to deploy deputies trained in detecting capturing drug smugglers and those who use and sale illicit drugs in our communities.

Impact of NOT Approving/Alternatives:

If not approved, it will severely impact the Sheriff's Office ability to deploy assets into areas where illegal drugs and/or human smuggling and drugs sales are occurring. Our current fiscal budget cannot provide compensation for the extra hours these types of units work to combat the abovementioned crimes that occur in our communities.

To BOS Staff: Document Disposition/Follow-Up:

Please return contract(s) with a signed copy of the Board of Supervisors approved agenda item or resolution listing the grant agreement.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

ACJC 2018

Grant Approval Form



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control Program
GRANT AGREEMENT

ACJC Grant Number DC-18-003
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 2nd day of June, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through Cochise County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2017 and terminate on June 30, 2018. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Cochise County Sheriff's Office
 205 Judd Dr
 Bisbee, AZ 85603
 Attn: **Sheriff Mark Dannels**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	NOT APPROVED
Fringe Benefits (for salaries/overtime)*	\$45,865.00
Overtime	\$78,375.00
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$124,240.00
Positions Funded:	
Overtime only	
Equipment Type:	NOT APPROVED

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$49,696.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$43,484.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$31,060.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours

worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

Link: OJP Financial Guide

https://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

- V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the

State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting

of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
42. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* <https://www.whitehouse.gov/omb/information-for-agencies/circulars>
OJP Financial guide: <https://www.justice.gov/ovw/file/892031/download>
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2016. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016 <https://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2015-DJ-BX-1070 and 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
- "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations"

(the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

55. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

56. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
57. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
58. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination

against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

59. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

60. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

61. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

62. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

63. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

65. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
68. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
70. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation

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- or policy at any level of government, without the express prior written approval of the Commission.
73. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
 74. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
 75. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
 76. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
 77. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
 78. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
 79. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
 80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
 81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
6. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
7. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
8. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

9. GRANTEE agrees that within 45 days of award, for any agency that is eligible to receive income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
10. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperofmancetools.org). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
13. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
14. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
15. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
16. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
17. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
18. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
19. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a

government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Authorized Official Initials:

mmn

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:



 Authorized Signatory 06/13/17
Date

Sheriff Mark Dannels

 Printed Name and Title

Approved as to form and authority to enter into Agreement:



 Legal counsel for GRANTEE 6/15/17
Date

Britt Hanson, Chief Civil Deputy County Attorney

 Printed Name and Title

Statutory or other legal authority to enter into Agreement:

 Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

 Andrew T. LeFevre, Executive Director Date
 Arizona Criminal Justice Commission

 Ann English, Chairperson Date
 Cochise County Board of Supervisors

 Arlethe G. Rios Date
 Clerk of the Board



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf

of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

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

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

- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

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

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Information Technologies

Regular Board of Supervisors Meeting

Meeting Date: 07/11/2017

Right-of-way Joint-Use Agreement for Texas Canyon Access Road

Submitted By: Joe Casey, Information Technology

Department: Information Technology

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: Joe Casey TITLE of PRESENTER: IT Director

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve a Right-of-Way Joint Use Agreement ASLD R/W #18-72418 between Cochise County and Arizona Electric Power Cooperative (AEPCO), Inc. and Sublease Agreement Request and Permission Information Sheet No. 03-072450 with an expiration date of March 6, 2024.

Background:

The County is partnering with AEPCO as sub leasees to gain access to the tower on Texas Canyon.

The County may be responsible for a \$200 filing fee and a partner of road maintenance with all users.

Department's Next Steps (if approved):

Send one original fully executed to AEPCO.

Impact of NOT Approving/Alternatives:

County will lose access to communications tower on Texas Canyon.

To BOS Staff: Document Disposition/Follow-Up:

Send two originals to Joe Casey, IT.

Attachments

- ASLD Sublease Form - Cochise County
CC Texas Canyon JUA

**SUBLEASE OR PASTURE AGREEMENT REQUEST AND PERMISSION
INFORMATION SHEET**

To avoid having your application rejected, please **READ** prior to submitting the attached.

1. FILING INSTRUCTIONS:

- A. Submit application with non-refundable filing fee.
- B. Complete all of pages 1 and 2.
- C. Complete the Environmental Disclosure questionnaire.
- D. The term of the sublease/pasture agreement cannot exceed the term of the lease.
- E. Sublessor(s) complete and sign certification page 3.
- F. Sublessee(s) complete and sign certification page 4.

NOTE: The Lessee is responsible for notifying the Department of any changes.

2. SIGNATURE(S):

This application **MUST BE SIGNED BY ALL SUBLESSORS (See Page 3) AND SUBLESSEES (See Page 4).** If anyone other than sublessor(s)/sublessee(s) signs this application, a notarized written authorization (Power of Attorney) must accompany the application. An additional \$50.00 filing fee is required when filing a Power of Attorney.

3. PROCESSING TIME:

Plan ahead and expect a minimum of 30 – 90 days for this application to be reviewed by the State Land Department.

4. GRAZING LESSEES ONLY:

- A. Pursuant to A.R.S. § 37-283, grazing subleases are subject to a surcharge.
- B. Current Arizona Registered Brand certificate must be attached and in Sublessee's name.

The distinction between a sublease and a pasture agreement is the degree of control exerted and exercised by the lessee.

With a sublease the lessee passes control of the lease to the sublessee. The sublessee grazes his own livestock on the lessee's lease. The sublessee cares for his own livestock, maintains the range improvements, and provides the day to day supervision of the premises and the livestock on the lease.

With a pasture agreement the lessee takes another person's livestock onto his lease and cares for them. The lessee may graze some of his own livestock while caring for another person's livestock. The lessee is still in full control of his lease, the premises and all livestock. The lessee maintains the range improvements.

5. AGRICULTURAL LESSEES ONLY:

If applicable in your lease, agricultural subleases are subject to a surcharge.

6. COMMERCIAL LESSEES ONLY:

If this is for telecommunication purposes, you must apply for a Special Land Use Permit.

7. TERMINATION OF SUBLEASE: (to avoid unnecessary surcharges)

- A. In the event the sublease/pasture agreement is terminated, all lessees and sublessees must sign a termination form. If needed, forms are available by calling the Public Records Counter at (602) 542-4631.
- B. In the event any portion of the lands are assigned, the sublease/pasture agreement will automatically terminate.

8. ASSISTANCE:

If required, contact one of the following for technical assistance.

Agriculture	(602) 542-4625	Commercial	(602) 542-3000
Grazing	(602) 542-4625		

3. PURPOSE OF SUBLEASE:

Check one: Livestock Grazing Agricultural Use Commercial Use

A. LIVESTOCK GRAZING:

Does SUB-LESSEE have an Arizona Registered Brand? Yes No

NOTE: Sublessee must attach a certificate indicating proof of an Arizona Registered Brand or this request for permission to sublease will be returned.

B. AGRICULTURAL USE:

If the purpose of the sublease is irrigation, and the land under the lease is located within an Active Management Area or Irrigation Non-Expansion Area, have you reviewed the annual allotment of water regulated by the Arizona Department of Water Resources (ADWR) with which to irrigate eligible acres? Yes No

Have you reviewed the status of the flexibility account for the Irrigation Grandfathered Right (IGR)? Yes No

NOTE: The annual allotment of water may be reduced pursuant to management plan requirements developed and enforced by ADWR. If the flexibility account has a debit balance that exceeds 50% of the allotment during a calendar year, a transfer of credits to the IGR would be required to avoid enforcement by ADWR and the Department. Please contact either ADWR or the Department's Water Right Management Section for assistance.

C. COMMERCIAL USE:

If this sublease is for telecommunication purposes, Sublessee must obtain a Special Land Use Permit. Have you applied for a Special Land Use Permit? Yes No

4. TERM: (In the event of an assignment, this sublease/pasture agreement will automatically terminate)

Requested term of this sublease/pasture agreement is: From 6-1-2016 to 3-6-2024.

NOTE: The term of the sublease/pasture agreement cannot exceed the term of the State Lease.

5. CONSIDERATION: Specify the *monetary compensation being paid by the Sublessee:

(*Lessee is obligated to pay the Department annual rent, regardless of the rental value reached between the Lessee and Sublessee)

\$ _____ PER AUM \$ 0 ANNUALLY \$ _____ OTHER

6. SUB-LESSOR(S) - COMPLETE AND SIGN PAGE 3. (Sub-lessor(s) must be the same as on the State lease.)

7. SUB-LESSEE(S) - COMPLETE AND SIGN PAGE 4.

FOR DEPARTMENT USE ONLY

The State Land Commissioner hereby grants permission to sublease or pasture the State Lands herein described from _____ to _____.

This permission is granted subject to all terms and conditions herein stated or attached and made a part hereof.

If this box is checked, additional terms and conditions are attached to this document and are made a part hereof.

(SEAL)

STATE OF ARIZONA
ARIZONA STATE LAND COMMISSIONER

By _____

Date _____

TO BE COMPLETED BY SUB-LESSOR(S) (STATE LESSEE) "1A"

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and/or the organization you represent and sign the certification or your application will not be processed. NOTE: Applicant must complete item #1.

1. Is this application made in the name of: (Applicant must check one) _____ Individual(s) _____ Husband & Wife
 Corporation _____ Partnership _____ Limited Partnership _____ Limited Liability Company _____ Estate
 _____ Trust _____ Joint Venture _____ Municipality _____ Political Subdivision _____ Other (specify) _____

2. INDIVIDUAL(S) OR HUSBAND & WIFE: Complete the following for each applicant:

NAME	AGE	MARITAL STATUS
_____	_____	_____
_____	_____	_____

3. CORPORATION: Complete the following:
 (A) Do you have authority from the Arizona Corporation Commission to do business in the State of Arizona? Yes No _____
 (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes No _____
 (C) In what state are you incorporated? Arizona
 (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes No _____
 If no, state the Legal Corporate Name: _____

Address: _____
 (Street or Box Number) (City) (State) (Zip)

4. LIMITED LIABILITY COMPANY: Complete the following:
 (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission?
 _____ Yes _____ No
 (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission?
 _____ Yes _____ No
 (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? _____ Yes _____ No

5. PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal in the partnership or joint venture:

NAME	BUSINESS ADDRESS	AGE	MARITAL STATUS
_____	_____	_____	_____
_____	_____	_____	_____

6. LIMITED PARTNERSHIP: Is this Limited Partnership on file with the Arizona Secretary of State? Yes No
 Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS
_____	_____
_____	_____

7. ESTATE: Complete the following and attach a copy of the court or estate document(s):
 Name of the court appointed administrator or personal representative: _____
 List the type and date of issuance of the court or Estate document: _____
 (Type of Document) (Date issued)

8. TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:

NAME	ADDRESS	AGE	MARITAL STATUS
_____	_____	_____	_____
_____	_____	_____	_____

or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.
 SIGNATURE(S)

Arizona Electric Power Cooperative, Inc. (Name of Corporation, Partnership, etc.)	_____	Signature of Sub-Lessor (Individual)	_____
	Date		Date
Land Services Administrator	_____	Signature of Sub-Lessor (Individual)	_____
Signature	Title		Date

TO BE COMPLETED BY SUB-LESSEE(S) "1B"

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and/or the organization you represent and sign the certification or your application will not be processed. NOTE: Applicant must complete item #1.

1. Is this application made in the name of: (Applicant must check one) _____ Individual(s) _____ Husband & Wife
 _____ Corporation _____ Partnership _____ Limited Partnership _____ Limited Liability Company _____ Estate
 _____ Trust _____ Joint Venture _____ Municipality _____ Political Subdivision Other (specify) _____

2. INDIVIDUAL(S) OR HUSBAND & WIFE: Complete the following for each applicant:

NAME	AGE	MARITAL STATUS
_____	_____	_____
_____	_____	_____

3. CORPORATION: Complete the following:

- (A) Do you have authority from the Arizona Corporation Commission to do business in the State of Arizona? Yes___ No___
 (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes___ No___
 (C) In what state are you incorporated? _____
 (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes___ No___

If no, state the Legal Corporate Name: _____

Address: _____
 (Street or Box Number) (City) (State) (Zip)

4. LIMITED LIABILITY COMPANY: Complete the following:

- (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission?
 _____ Yes _____ No.
 (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission?
 _____ Yes _____ No.
 (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? _____ Yes _____ No

5. PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal in the partnership or joint venture:

NAME	BUSINESS ADDRESS	AGE	MARITAL STATUS
_____	_____	_____	_____
_____	_____	_____	_____

6. LIMITED PARTNERSHIP: Is this Limited Partnership on file with the Arizona Secretary of State? Yes No
 Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS
_____	_____
_____	_____

7. ESTATE: Complete the following and attach a copy of the court or estate document(s):

Name of the court appointed administrator or personal representative: _____

List the type and date of issuance of the court or Estate document: _____

(Type of Document)

(Date issued)

8. TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:

NAME	ADDRESS	AGE	MARITAL STATUS
_____	_____	_____	_____
_____	_____	_____	_____

or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.

SIGNATURE(S)

Cochise County Government

(Name of Corporation, Partnership, etc.) _____ Date _____

Signature of Sub-Lessee (Individual) _____ Date _____

Signature _____ Title _____

Signature of Sub-Lessee (Individual) _____ Date _____

ARIZONA STATE LAND DEPARTMENT ENVIRONMENTAL DISCLOSURE QUESTIONNAIRE

These two pages are part of the application - **DO NOT DETACH.**

The purpose of this questionnaire is to give the Department an opportunity to detect proposed land uses that may have potential environmental impacts and risks, and to consider these impacts and risks in the processing of the application.

If you have questions regarding this questionnaire, please contact the State Land Department, Environmental Section at (602) 542-2119. Other Federal, State, County and local agencies may also need to be contacted regarding environmental regulations.

PLEASE INDICATE BELOW THE TYPE(S) OF POTENTIAL ENVIRONMENTAL IMPACTS FROM YOUR CURRENT OR PROPOSED USE:

<u>YES</u>	<u>NO</u>	<u>WILL YOUR USE INVOLVE:</u>	<u>TYPE OF ENVIRONMENTAL IMPACT</u>
	<input checked="" type="checkbox"/>	<u>WASTE TIRES</u> The collection of waste tires? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>LEAD ACID BATTERIES</u> The sale and disposal of lead acid batteries? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>DISCHARGE IMPACTING GROUNDWATER</u> Generating a discharge that may potentially impact groundwater? If yes, explain: _____	_____
<input checked="" type="checkbox"/>		<u>PESTICIDES?</u> If yes, explain use: <u>Pre and post-emergent herbicides are applied to all of AEPCO's sites on State Land.</u>	_____
	<input checked="" type="checkbox"/>	<u>DRY WELLS?</u> If yes, ADEQ Registration #(s): _____	_____
	<input checked="" type="checkbox"/>	<u>POTABLE WATER (DRINKING WATER) SYSTEMS?</u> If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>WASTEWATER COLLECTION AND TREATMENT SYSTEMS</u> Wastewater collection and/or treatment? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>AIR CONTAMINANTS/AIR POLLUTION CONTROL</u> Air contaminant emissions? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>SOLID WASTE - GENERAL</u> Solid waste generation, transportation, treatment, recycling, storage or disposal? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>SOLID WASTE - MEDICAL WASTE</u> Medical waste generation, transportation, treatment, recycling, storage or disposal? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>SOLID WASTE - SEWAGE SLUDGE/SEPTAGE</u> (Septic Tank Waste) Sewage sludge/septage generation, transportation, treatment, storage, use or disposal? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>USED OIL</u> Used oil generation, transportation, storage, recycling, use, disposal, marketing or burning? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>RECYCLING ACTIVITIES?</u> If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>SPECIAL WASTE</u> Special waste (asbestos, motor vehicle shredding waste) generation, transportation, treatment, recycling, storage or disposal? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>HAZARDOUS WASTE GENERATOR</u> Generating hazardous waste? If yes, explain: _____	_____
	<input checked="" type="checkbox"/>	<u>HAZARDOUS WASTE TREATMENT, STORAGE, OR DISPOSAL?</u> If yes, explain: _____	_____

(OVER)

<u>YES</u>	<u>NO</u>	<u>WILL YOUR USE INVOLVE:</u>	<u>TYPE OF ENVIRONMENTAL IMPACT</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	HAZARDOUS WASTE TRANSPORTATION? If yes, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	UNDERGROUND STORAGE TANK (UST)? If yes, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ABOVEGROUND STORAGE TANK (AST)? If yes, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	HAZARDOUS SUBSTANCES? If yes, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CURRENTLY UNCLASSIFIED WASTE Will your use involve currently unclassified waste containing the following? (A.R.S. §49-854). If yes, check appropriate waste category:	
		<input type="checkbox"/> Polychlorinated biphenyls (PCBs)	<input type="checkbox"/> Oil and gas exploration drilling muds
		<input type="checkbox"/> Incinerator ash	<input type="checkbox"/> Categorical industrial pretreatment sludge
		<input type="checkbox"/> Petroleum refining waste	<input type="checkbox"/> Radioactive waste
		<input type="checkbox"/> Slag and refractory material	<input type="checkbox"/> Uranium ore tailings
		<input type="checkbox"/> Precious metals recycling	<input type="checkbox"/> Industrial catalysts
		<input type="checkbox"/> Aluminum dross	<input type="checkbox"/> Industrial sands (excluding mining or mineral processing operation)
		<input type="checkbox"/> Petroleum contaminated soil	<input type="checkbox"/> Commercial/industrial septage
		<input type="checkbox"/> Used Antifreeze	<input type="checkbox"/> Contaminated process equipment
		<input type="checkbox"/> Industrial Sludges	
		If checked, explain waste generation process: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SUPERFUND SITES Is the State Trust land located in a National Priority List (NPL, Federal Superfund) area or in a Water Quality Assurance Revolving Fund (WQARF, State Superfund) study area?	
		If yes, NPor WQARF area name: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	LAND DISTURBANCE If land disturbance will occur, will it be on previously undisturbed land? If yes, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER WELLS Are there open and/or abandoned water wells on the property? If yes, submit a site diagram showing location(s) and use(s).	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ADJACENT LAND USES To the best of your knowledge, are adjacent lands subject to any of the above-referenced environmental impacts? If yes, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ON-SITE INSPECTION/ENVIRONMENTAL ASSESSMENT To the best of your knowledge, has an on-site inspection and/or an environmental site assessment been performed at this location?	
		If yes, explain: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PREVIOUS ENVIRONMENTAL IMPACT To the best of your knowledge, has any environmental impact been reported previously to ADEQ?	
		If yes, explain: _____	

ADDITIONAL COMMENTS:

Cochise County Government will be co-locating on the existing tower and occupy space on the DPS site who is a sub-lessee to Arizona Electric Power Cooperative, Inc. who holds Commercial Lease #03-072450.

RIGHT-OF-WAY
JOINT-USE AGREEMENT
BETWEEN

Cochise County

AND

Arizona Electric Power Cooperative, Inc.

Texas Canyon Access Road
ASLD R/W #18-72418
Cochise County JUA

AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2017 by and between Cochise County (COCHISE), having its principal office and place of business at 1415 Melody Lane, Building D Bisbee, AZ 85603, and Arizona Electric Power Cooperative, Inc. (AEPCO), having its principal office and place of business at 1000 S. Highway 80, P.O. Box 670 , Benson, AZ 85602,

WITNESSETH

WHEREAS, AEPCO is engaged in the business of transmitting electric power and the operation of communication facilities;

WHEREAS, COCHISE is engaged in the business of operating a communication facility for its own internal use whose uses are incidental thereto;

WHEREAS, AEPCO has been granted a right-of-way-easement No. 18-72418 by the Arizona State Land Department to use and maintain an access road on, over, and across the following described property:

A strip of land in sections 27 and 34 in Township 16 South, Range 22 East, G. & S.R.B. & M., Cochise County, Arizona, owned by Arizona State Land. Also known as the Texas Canyon Communication Site roadway.

And,

WHEREAS, COCHISE desires to use said road for the purpose of access to certain of its facilities.

NOW, THEREFORE, in consideration of the premises and covenants stated herein, COCHISE and AEPCO agree as follows:

1. USE OF ROAD

COCHISE shall have the right to use the above-described road for access to its facilities until such time that said right is terminated by the State of Arizona. AEPCO shall have no liability whatsoever to COCHISE for any termination of AEPCO's rights under this Agreement. COCHISE agrees to abide by the conditions contained in the Right-of-Way No. 18-72418 granted to AEPCO by the State of Arizona effective March 7, 2014 to March 6, 2024.

2. CONTRIBUTION IN AID OF CONSTRUCTION AND SHARED EXPENSES

Simultaneously with the execution of this Agreement and prior to its exercise of any rights hereunder, COCHISE and AEPCO shall share, together with all other parties to this Joint Use Agreement, all expenses incurred for maintenance, improvement to or repair of the road with all of the road users during the term of this Agreement. Such shared expenses shall include, without limitation, the cost or periodic fee for any and all easements or rights of way. AEPCO shall determine the need for maintenance, improvement to or repair of the road. Any damage to the road or improvements thereon, other than ordinary wear and tear, shall be repaired at the sole expense of the party causing such damage.

3. **NOTICE**

Any notice required or permitted pursuant to this Agreement shall be made in writing and transmitted by certified mail to the office of AEPCO, addressed as follows:

*Arizona Electric Power Cooperative, Inc.
Land Services Department
P.O. Box 670
Benson, AZ 85602*

or mailed to the office of COCHISE addressed as follows:

*Cochise County
Attn: Cochise County Information Technology
1415 Melody Lane, Building D
Bisbee, AZ 85603*

Any party may from time to time by written notice to the other, change its address for future notices hereunder.

4. **INDEMNIFICATION**

The Parties mutually agree to assume all risk of loss and to indemnify and hold the other, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments brought by third parties, including costs, attorney's and witnesses' fees, and expenses incident thereto and, upon the other party's request, promptly defend the same at its expense, for injuries to persons (including death) and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and the use of the road.

5. **ASSIGNMENT**

COCHISE may not assign this Agreement or any rights granted herein, without first receiving the written consent of the other party in addition to the Arizona State Land Department.

6. **CHOICE OF LAWS**

This Agreement shall at all times herein be construed and interpreted under the laws of the State of Arizona.

7. **COMPLETE AGREEMENT AND AMENDMENT**

This Agreement expresses the complete understanding of the parties and all representations, understandings and negotiations are merged herein. This Agreement shall not be amended except in writing by authorized representatives of both parties.

Arizona Electric Power Cooperative, Inc. (AEPCO)

By: _____
Signee Name

Its: _____
Signee Position

Cochise County (COCHISE)

By: _____
Signee Name

Its: _____
Signee Position

MAIL COPY OF THIS AGREEMENT TO:

Arizona State Land Department
Commercial Leasing Section
1616 West Adams
Phoenix, AZ 85007