



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, October 10, 2017 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 26, 2017.
2. Ratify letter of support for Payment In Lieu of Tax (PILT) and Secure Rural Schools (SRS) funding to our U.S. Senate and House Representatives.

Elections & Special Districts

3. Approve four Intergovernmental Agreements (IGA)s between the Cochise County Elections & Special Districts Department and the unified school districts of: Benson, Bisbee, San Simon, and Willcox for Elections Supplies and Services effective October 10, 2017 through the conclusion of the election.

Emergency Services

4. Approve a Memorandum of Understanding between Fort Huachuca and Cochise County to allow Fort Huachuca to use the Federal Integrated Public Alert and Warning System (IPAWS) effective on October 11, 2017 through September 22, 2022.
5. Approve the 2017 State Homeland Security Grant Program award of \$5,000 to fund three Citizen Emergency Response Team (CERT) training courses throughout the 2017-2018 grant cycle.

Finance

6. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Board of Supervisors

7. Approve a new series #12 (restaurant) liquor license application submitted by Mr. Jeffrey James Goodman, for Rafter G Restaurant, located at 404 W. Business Loop, Suite A, Bowie, AZ 85605.
8. Approve a new series #10 (beer & wine) liquor license application submitted by Mr. Jeffrey James Goodman, for Rafter G Restaurant, located at 404 W. Business Loop, Suite A, Bowie, AZ 85605.

ACTION

County Recorder

9. Approve Voter Registration Services and Support Intergovernmental Agreement (IGA) between the Arizona Secretary of State's Office (SOS) and Cochise County in the amount of \$12,859.78 for the period of July 1, 2017 through June 30, 2018.

Emergency Services

10. Approve the 2017 Emergency Management Performance Grant (EMPG) Subgrantee Agreement in the amount of \$104,099 for the period of July 1, 2017 to June 30, 2018.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability.

Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

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

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of September 26, 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, September 26, 2017**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, September 26, 2017 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

Chairman English called the meeting to order at 10:19 a.m.

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CALL TO THE PUBLIC

Chairman English opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

No one else 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.

PRESENTATION

Presentation by Mr. Witschi, retired University of Arizona Water System Manager, regarding the San Pedro River.

Mr. Witschi used a PowerPoint presentation to address the Board regarding information on the water intake of vegetation surrounding the San Pedro River.

The Board thanked Mr. Witschi for his presentation.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 12, 2017.
2. Approve a Proclamation declaring October 5-8, 2017 the Official Rex Allen Jr. as the Sunrise to Sunset Retirement Celebration during the Rex Allen Days 2017 in Cochise County.
3. Approve an application for a Permanent Extension of Premises liquor license submitted by Ms. Melanie Bermudez for Pillsbury Wine Company, Winery, located at 6450 S. Bennett Pl, Willcox, 85643.

Community Development

4. Approve the appointments of the following individuals to the Building Code Advisory and Appeals Board: Sharon Flissar to replace Mike Hemesath as the professional engineer board member and fill a two-year term due to expire on September 25, 2019; Reappoint Ray Klumb as the licensed architect board member and fill a two-year term due to expire on September 25, 2019; and reappoint Jim Olander as the electrical trade board member and fill a four-year term due to expire on September 25, 2021.

County Attorney

5. Approve the Victims' Rights Program (VRP) Award Agreement A.G. 2018-002 in the amount of \$30,100 between the Arizona Attorney General and the Cochise County Attorney's Office for the period July 1, 2017 to June 30, 2018.

County Sheriff

6. Approve grant agreement A.G.#:2018-043 with the Arizona Attorney General's Office in the amount of \$14,200 for the continuation of funding assistance for personnel who perform Victim Rights services for the Sheriff's Office for the period of July 1, 2017 to June 30, 2018.

Facilities

7. Approve new restructured lease for Dr. Michael Ames for operation of an animal crematorium at the Bisbee Douglas International (BDI) cannery building for one year with the option to renew on an annual basis for ten years.
8. Approve the agreement between Bisbee Vogue, Inc., a nonprofit corporation, and Cochise County for use of County premises around the Superior Courthouse and Administration Building for the "Bisbee 1000 The Great Stair Climb", from October 20-22, 2017.

Finance

9. Approve demands and budget amendments for operating transfers. Warrants Nos. 20492-20680, 20693-20850, were issued in the amount of \$1,595,822.00.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	US Postmaster Attn: Window Services	\$450.00
100	Gasper, Jo Ann	\$115.00
100	Corrin, Fred	\$250.00
100	Romero, Andrea T.	\$14.04
100	Ocano, April Denise	\$10.00
100	Knoche, Jaye	\$115.00
100	Circle K Store	\$42.01

Vice-Chairman Call moved to approve items 1-9 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

10. Approve a new liquor license application for a series #13 Farm Winery submitted by Ms. Edith Jeanne Gustason, for High Lonesome Vineyard, located at 8979 N. High Lonesome Road, McNeal, AZ 85617.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and that 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. The Board staff recommended approval.

Chairman English opened the public hearing.

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

Supervisor Judd moved to approve a new liquor license application for a series #13 Farm Winery submitted by Ms. Edith Jeanne Gustason, for High Lonesome Vineyard, located at 8979 N. High Lonesome Road, McNeal, AZ 85617. Vice-Chairman Call seconded the motion.

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

11. Approve a new liquor license application for a series #10 Beer & Wine Store license submitted by Mr. Morris Mennenga for 9 Acre Travel Complex, located at 2500 W Business I-10, San Simon, AZ 85632.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and that 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. 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 a new liquor license application for a series #10 Beer & Wine Store license submitted by Mr. Morris Mennenga for 9 Acre Travel Complex, located at 2500 W Business I-10, San Simon, AZ 85632. Supervisor Judd seconded the motion.

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

ACTION

County Sheriff

12. Approve grant agreement HT-17-2727 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$157,700 for salaries, partial fringe benefits (ERE), and supplies effective January 1, 2017 through December 31, 2018.

Lieutenant Sean Gijanto, Sheriff's Office, presented this item. Lieutenant Gijanto said that this grant covered one position with the Sheriff's Office dedicated to this task force and explained that the funding covered that salary, fringe benefits and some equipment.

Chairman Call asked if the funding included over time costs.

Lieutenant Gijanto said that there was \$20,000 set aside for over time if needed.

Supervisor Judd moved to approve grant agreement HT-17-2727 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$157,700 for salaries, partial fringe benefits (ERE), and supplies effective January 1, 2017 through December 31, 2018. Vice-Chairman Call seconded the motion.

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

Fleet & Heavy Fleet

13. Approve the award of Invitation for Bids (IFB) No. 18-17-FMD-03 to Courtesy Chevrolet for the purchase of 27 fleet vehicles for the Fleet Services Department in the amount of \$671,583.35 plus applicable fees.

Mr. Ruben Miranda, Fleet Services Director, presented this item. Mr. Miranda said that this purchase was to replace vehicles that had reached the appropriate mileage. He added that fleet vehicles are replaced every year through a bidding process and local vendors are always given the 3% discount per County policy.

Supervisor Judd asked if these vehicles were budgeted.

Mr. Miranda said that there is a replacement fund that is part of the budget in order to purchase these vehicles.

Chairman English added that keeping funding to replace vehicles is critical.

Vice-Chairman Call moved to approve the award of Invitation for Bids (IFB) No. 18-17-FMD-03 to Courtesy Chevrolet for the purchase of 27 fleet vehicles for the Fleet Services Department in the amount of \$671,583.35 plus applicable fees. Supervisor Judd seconded the motion.

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

Information Technology

14. Approve an agreement between the Elfrida Fire District and Cochise County for the Elfrida Fire District to lease property to Cochise County for communication equipment and Cochise County to lease tower space to Elfrida Fire District in lieu of rental payment effective immediately through September 26, 2022 with two additional five year renewal options.

Mr. Joe Casey, Information Technology Director, presented this item. Mr. Casey explained that the agreement had been in place, but today's agreement would formalize the partnership.

Supervisor Judd moved to Approve an agreement between the Elfrida Fire District and Cochise County for the Elfrida Fire District to lease property to Cochise County for communication equipment and Cochise County to lease tower space to Elfrida Fire District in lieu of rental payment effective immediately through September 26, 2022 with two additional five year renewal options. Vice-Chairman Call seconded the motion.

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

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

Mr. Gilligan deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be attending the Arizona Border Coalition of Counties (ABCC) meeting in Tucson as well as the Cochise County Recharge Network meeting in Sierra Vista. He noted that he would also be hosting a tour for the ABCC representatives from Pima County to discuss border issues in the County.

Report by District 2 Supervisor, Ann English

Chairman English said that the County Fair had been great and noted that more renewable energy projects were coming to Cochise County.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd said she had attended the fair and a tour of the Douglas Port of Entry with the other Board members and added that she would be attending the Sunsites Fire District Annual meeting as well as Rex Allen Days in Willcox and Butterfield Stage Days in Benson.

Chairman English adjourned the meeting at 11:10 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

C Co. Demands 9.26.17

20450	09/06/2017	A Shred Ahead	\$231.00	20526	09/12/2017	Nolan, Sara Ann	\$72.00
20451	09/06/2017	ACE Hardware	\$155.42	20527	09/12/2017	Nolan, William Arthur	\$148.54
20452	09/06/2017	ACE Hardware	\$73.34	20528	09/12/2017	Northern Cochise Community Hospital, Inc.	\$269.08
20453	09/06/2017	AZ Department of Corrections	\$660.00	20529	09/12/2017	Nyander, Penny Sue	\$682.20
20454	09/06/2017	AZ Department of Corrections	\$1,506.08	20530	09/12/2017	O'Rielly Chevrolet, Inc.	\$23.25
20455	09/06/2017	AZ Department of Education	\$1,140.00	20531	09/12/2017	OCLC Online Computer Library Ctr, Inc.	\$350.11
20456	09/06/2017	AZ Public Service - APS	\$18,706.11	20532	09/12/2017	Plascencia, Cesar	\$117.64
20457	09/06/2017	AZ Water Company	\$1,232.05	20533	09/12/2017	RevolutionaryText, LLC	\$6,164.17
20458	09/06/2017	Ascent Aviation Group, Inc.	\$13,318.48	20534	09/12/2017	Safelite Autoglass Corp.	\$623.29
20459	09/06/2017	B & D Lumber and Hardware	\$57.54	20535	09/12/2017	Safeway Stores Inc.	\$18.39
20460	09/06/2017	Bella Vista Water Company-Liberty Water	\$104.31	20536	09/12/2017	Sanofi Pasteur	\$3,315.96
20461	09/06/2017	CenturyLink	\$254.33	20537	09/12/2017	Senergy Petroleum LLC	\$6,897.00
20462	09/06/2017	Coalition of AZ/New Mexico Counties	\$2,600.00	20538	09/12/2017	Sharp, Marshall	\$940.00
20463	09/06/2017	Culligan of Tucson	\$200.52	20539	09/12/2017	Shoemaker, Brad	\$625.00
20464	09/06/2017	D Square Construction, LLC	\$187,123.00	20540	09/12/2017	Sierra Vista Emergency Physicians, Inc.	\$186.04
20465	09/06/2017	Douglas, City of	\$159.13	20541	09/12/2017	Simmons, Bradley	\$687.00
20466	09/06/2017	English, Ann S.	\$764.31	20542	09/12/2017	Sloan R. King, PhD, LLC	\$7,500.00
20467	09/06/2017	Freeman, Wahnetah	\$100.00	20543	09/12/2017	Sparkletts	\$18.27
20468	09/06/2017	Gila Bend Sun	\$82.50	20544	09/12/2017	Stericycle Inc.	\$805.14
20469	09/06/2017	Hopper Jr., Albert N	\$1,450.00	20545	09/12/2017	Templeman, Douglas D	\$15.66
20470	09/06/2017	Mills Design Group LLC	\$15,552.36	20546	09/12/2017	The Bisbee Observer LLC	\$249.63
20471	09/06/2017	Mortensen, Cynthia	\$42.01	20547	09/12/2017	Valley Security Service, Inc.	\$737.83
20472	09/06/2017	Porta-Pot	\$750.75	20548	09/12/2017	Valley Telephone Coop, Inc.	\$765.49
20473	09/06/2017	Price, Theodore	\$100.00	20549	09/12/2017	Ward, Mary Ann	\$193.35
20474	09/06/2017	Prudential Overall Supply	\$47.53	20550	09/12/2017	Watson Chevrolet Inc	\$627.11
20475	09/06/2017	PTS-Prisoner Trans Services America LLC	\$1,066.25	20551	09/12/2017	Wendeborn, Wallace Wayne	\$248.00
20476	09/06/2017	Raymond Klumb, Architect	\$1,117.00	20552	09/12/2017	Wick Communications	\$515.08
20477	09/06/2017	Southwest Crane	\$247.50	20553	09/12/2017	Wick Communications	\$13.04
20478	09/06/2017	Southwest Gas Corporation	\$478.21	20554	09/12/2017	Zavadin, Norbert W.	\$16.20
20479	09/06/2017	Stericycle Inc.	\$1,220.70	20555	09/12/2017	AZ Department of Public Safety	\$65.00
20480	09/06/2017	Sulphur Springs Valley Electric Coop, Inc.	\$1,021.15	20556	09/12/2017	Littleton, Mona	\$1,363.95
20481	09/06/2017	The Bisbee Observer LLC	\$125.99	20557	09/12/2017	City of Sierra Vista	\$58,881.29
20482	09/06/2017	Trinity Services Group, Inc.	\$34,877.28	20558	09/12/2017	Culligan of Tucson	\$68.00
20483	09/06/2017	U.S. Healthworks Medical Group of AZ, PC	\$338.00	20559	09/12/2017	Verizon Wireless	\$9,983.94
20484	09/06/2017	Valley Telephone Coop, Inc.	\$116.43	20560	09/12/2017	Cochise County Finance Revolving Fund	\$368.00
20485	09/06/2017	VCA Apache Animal Hospital	\$682.65	20561	09/12/2017	Pitney Bowes Reserve Account	\$10,000.00
20486	09/06/2017	Verizon Wireless	\$1,868.86	20562	09/14/2017	ACE Hardware	\$44.34
20487	09/06/2017	Waste Management of AZ, Inc.	\$777.81	20563	09/14/2017	Aerial Solutions II LLC	\$1,253.38
20488	09/06/2017	Willcox, City of	\$1,325.82	20564	09/14/2017	Air-Nem Tower Service, Inc.	\$2,500.00
20489	09/06/2017	Moreno, Mayra A	\$144.50	20565	09/14/2017	AZ Counties Insurance Pool	\$3,400.50
20490	09/06/2017	Wolslagel, Merrie E.	\$144.50	20566	09/14/2017	AZ Department of Corrections	\$2,016.08
20491	09/06/2017	Zavala, Shannon M	\$144.50	20567	09/14/2017	AZ Department of Corrections ASPC-Tucson	\$72.00
20492	09/12/2017	1st Dental Care, LLC	\$234.00	20568	09/14/2017	AZ Public Service - APS	\$195.42
20493	09/12/2017	Adam, Connie	\$16.81	20569	09/14/2017	AZ State Prison Complex	\$8,360.83
20494	09/12/2017	Alex Espinosa's Bisbee Funeral Home	\$1,830.00	20570	09/14/2017	AZ Water Company	\$89.18
20495	09/12/2017	Amazon.com LLC	\$162.90	20571	09/14/2017	B & D Lumber and Hardware	\$81.60
20496	09/12/2017	Anderson, Steven James	\$250.00	20572	09/14/2017	Benson Autobody Inc. dba Benson Glass	\$1,083.05
20497	09/12/2017	Aqua Life	\$22.00	20573	09/14/2017	Benson, City of	\$304.20
20498	09/12/2017	AZ State Land Department	\$2,400.00	20574	09/14/2017	Bisbee NAPA	\$373.42
20499	09/12/2017	AZ State Land Department	\$2,400.00	20575	09/14/2017	Bisbee, City of	\$8,305.96
20500	09/12/2017	Babcock, Angelica	\$21.01	20576	09/14/2017	Bob Barker Company, Inc.	\$210.05
20501	09/12/2017	Banner-University Physicians Healthcare, Inc.	\$375.00	20577	09/14/2017	Bowie Water Improvement District	\$90.96
20502	09/12/2017	Bisbee NAPA	\$423.12	20578	09/14/2017	Bowie Water Improvement District	\$45.48
20503	09/12/2017	Bisbee, City of (Ambulance)	\$1,996.12	20579	09/14/2017	Brown & White Inc	\$32,000.00
20504	09/12/2017	Ctr for Disease Detection, LLC	\$499.00	20580	09/14/2017	Bug-Wiser Exterminating, Inc.	\$180.00
20505	09/12/2017	CenturyLink	\$81.98	20581	09/14/2017	Butler, Steven R	\$63.07
20506	09/12/2017	Contract Pharmacy Services, Inc.	\$8,465.68	20582	09/14/2017	Cable One	\$118.99
20507	09/12/2017	Cooke, Stephen R.	\$180.00	20583	09/14/2017	Cable One	\$142.30
20508	09/12/2017	Copper Queen Community Hospital	\$20.00	20584	09/14/2017	CDW Government	\$1,782.04
20509	09/12/2017	Crowell, Patricia	\$28.62	20585	09/14/2017	CenturyLink	\$1,998.28
20510	09/12/2017	Deneke, Buffy	\$1,000.40	20586	09/14/2017	CenturyLink	\$2,274.94
20511	09/12/2017	Dickson-Crawford, Fannie Florisa	\$247.10	20587	09/14/2017	CenturyLink	\$7,293.58
20512	09/12/2017	FasPsych, LLC	\$3,690.00	20588	09/14/2017	CenturyLink	\$89.92
20513	09/12/2017	Hubble, Anthony D	\$250.00	20589	09/14/2017	CenturyLink	\$72.86
20514	09/12/2017	Jennings, Jeffery	\$12.60	20590	09/14/2017	CenturyLink	\$502.96
20515	09/12/2017	Jensen's Sierra Vista Mortuary	\$500.00	20591	09/14/2017	CenturyLink	\$68.25
20516	09/12/2017	K12 Handhelds, Inc.	\$2,101.53	20592	09/14/2017	CenturyLink	\$139.70
20517	09/12/2017	Kluegel, Spencer G.	\$39.96	20593	09/14/2017	City of Sierra Vista	\$970.73
20518	09/12/2017	KTAN- AM RADIO	\$513.83	20594	09/14/2017	Clear Springs Utility, Inc.	\$136.50
20519	09/12/2017	KWCD-FM RADIO	\$513.83	20595	09/14/2017	Cochise Private Industry Council, Inc.	\$89,233.00
20520	09/12/2017	KWCX-FM, KHIL-AM	\$400.00	20596	09/14/2017	Copper Queen Community Hospital	\$383.00
20521	09/12/2017	Language Line Services, Inc.	\$248.14	20597	09/14/2017	Copygraphix Inc.	\$516.72
20522	09/12/2017	Long, Jerrod D. DDS	\$1,419.00	20598	09/14/2017	Culligan of Tucson	\$119.46
20523	09/12/2017	Medical Diagnostic Imaging Group	\$120.86	20599	09/14/2017	Culligan of Tucson	\$452.97
20524	09/12/2017	Merle's Automotive Supply, Inc.	\$369.12	20600	09/14/2017	D L Sales Corp	\$1,267.88
20525	09/12/2017	New Leaf Lab Management	\$1,750.00	20601	09/14/2017	DataBank IMX LLC	\$2,562.50
				20602	09/14/2017	Dease, Iona	\$360.00

20603	09/14/2017	Dell Marketing LP	\$291.86	20681	09/18/2017	Burse & Associates, P.C.	\$229.43
20604	09/14/2017	Deneke, Buffy	\$66.00	20682	09/18/2017	Cochise County/Sheakley/National Bank	\$6,747.17
20605	09/14/2017	Direct TV	\$1,440.36	20683	09/18/2017	ECMC	\$283.65
20606	09/14/2017	Douglas, City of	\$943.00	20684	09/18/2017	Ewing & Ewing Attorneys	\$240.87
20607	09/14/2017	Douglas, City of	\$138.66	20685	09/18/2017	Fire Fighter's Police Officer's Cancer Insurance	\$200.00
20608	09/14/2017	Durham Communication	\$105.74	20686	09/18/2017	General Revenue Corporation	\$363.83
20609	09/14/2017	E-Z Messenger	\$180.00	20687	09/18/2017	Licking County CSEA	\$178.61
20610	09/14/2017	Elfrida Water Improvement District	\$30.27	20688	09/18/2017	NYS Child Support Processing Ctr	\$32.00
20611	09/14/2017	Federal Express Corporation	\$18.78	20689	09/18/2017	Pre-paid Legal Services, Inc. dba LegalShield	\$1,347.31
20612	09/14/2017	Geodesy	\$16,037.50	20690	09/18/2017	Support Payment Clearinghouse	\$6,337.36
20613	09/14/2017	Gilbert Technical Services	\$10,350.00	20691	09/18/2017	The Hameroff Law Group, PC	\$373.45
20614	09/14/2017	Gomez, Mary Conlogue	\$260.00	20692	09/18/2017	U.S. Department of Education	\$157.62
20615	09/14/2017	Granite Construction Company	\$2,319.17	20693	09/19/2017	Adam, Connie	\$33.61
20616	09/14/2017	Green, Patty J.	\$250.00	20694	09/19/2017	Alco Stores Inc	\$21.01
20617	09/14/2017	Gruhn, Sylvia Diane	\$150.00	20695	09/19/2017	Alex Espinosa's Bisbee Funeral Home	\$316.00
20618	09/14/2017	Harper, Vicky	\$250.00	20696	09/19/2017	AZ Department of Corrections	\$24.00
20619	09/14/2017	Howard, Katie A	\$135.00	20697	09/19/2017	AZ Machinery Company, LLC dba Stotz Equip	\$51.72
20620	09/14/2017	Industrial Metal Supply Co.	\$2,530.85	20698	09/19/2017	AZ Medical Waste, LLC	\$145.00
20621	09/14/2017	Interstate Battery	\$192.70	20699	09/19/2017	AZ State Hospital	\$2,863.78
20622	09/14/2017	Keefe Commissary Network, LLC	\$3,286.01	20700	09/19/2017	Azam, Syed T.	\$1,250.00
20623	09/14/2017	Language Line Services, Inc.	\$51.85	20701	09/19/2017	Bank of America	\$121,488.96
20624	09/14/2017	Legal Transcription Services Plus	\$506.25	20702	09/19/2017	Ctr for Disease Detection, LLC	\$116.00
20625	09/14/2017	Legend Technical Services, Inc.	\$777.00	20703	09/19/2017	CenturyLink	\$26.02
20626	09/14/2017	Little Caesars	\$65.62	20704	09/19/2017	Contract Pharmacy Services, Inc.	\$67.01
20627	09/14/2017	Logicalis, Inc.	\$25,401.60	20705	09/19/2017	Copper Queen Community Hospital	\$25.00
20628	09/14/2017	Medical Diagnostic Imaging Group	\$299.16	20706	09/19/2017	Domschot, Peggy V	\$2,353.38
20629	09/14/2017	Merle's Automotive Supply, Inc.	\$309.83	20707	09/19/2017	Domschot, Peggy V	\$420.15
20630	09/14/2017	Nyander, Penny Sue	\$79.00	20708	09/19/2017	Earhart Equip	\$836.70
20631	09/14/2017	O'Rielly Chevrolet, Inc.	\$1,823.63	20709	09/19/2017	Empire Southwest LLC	\$6,673.39
20632	09/14/2017	Occup Health Ctrs of the Southwest, P.A.	\$143.00	20710	09/19/2017	FasPsych, LLC	\$4,510.00
20633	09/14/2017	PharmChem, Inc.	\$33.00	20711	09/19/2017	Interim Public Management, LLC	\$6,959.75
20634	09/14/2017	Porta-Pot	\$26.25	20712	09/19/2017	KZMK-FM RADIO	\$513.83
20635	09/14/2017	Portable Computer Sys, Inc dba PCS Mobile	\$41,594.33	20713	09/19/2017	Merle's Automotive Supply, Inc.	\$203.00
20636	09/14/2017	PrevenTronics	\$6,034.29	20714	09/19/2017	Mindful Lactation LLC	\$200.00
20637	09/14/2017	Prudential Overall Supply	\$107.08	20715	09/19/2017	Pima County	\$87,500.00
20638	09/14/2017	Safelite Autoglass Corp.	\$336.54	20716	09/19/2017	Prudential Overall Supply	\$332.27
20639	09/14/2017	Sanofi Pasteur	\$1,577.10	20717	09/19/2017	Purcell's Western State Tire Company	\$10,080.22
20640	09/14/2017	Schlesinger, Aaron	\$28.00	20718	09/19/2017	Rothrock Investigations, LLC	\$2,158.99
20641	09/14/2017	Senergy Petroleum LLC	\$11,671.63	20719	09/19/2017	RWC International, LTD	\$17,304.88
20642	09/14/2017	Shoemaker, Brad	\$150.00	20720	09/19/2017	Scott, Joseph	\$50.00
20643	09/14/2017	Snyder, Gregg Alan	\$1,680.00	20721	09/19/2017	Senergy Petroleum LLC	\$30,562.67
20644	09/14/2017	Southern AZ Children's Advocacy Ctr-SACAC	\$450.00	20722	09/19/2017	Sierra Vista NAPA	\$14.77
20645	09/14/2017	Southern AZ Oral & Maxillofacial Surgery PC	\$600.03	20723	09/19/2017	Sparkletts	\$24.18
20646	09/14/2017	Southwest Gas Corporation	\$2,519.09	20724	09/19/2017	Sparkletts	\$41.56
20647	09/14/2017	Spence Forensic Resources	\$2,240.00	20725	09/19/2017	State Farm	\$50.00
20648	09/14/2017	Stamback Septic Service	\$611.50	20726	09/19/2017	Stericycle Inc.	\$1,245.75
20649	09/14/2017	Sulphur Springs Valley Electric Coop, Inc.	\$781.16	20727	09/19/2017	Sulphur Springs Valley Electric Coop, Inc.	\$1,006.03
20650	09/14/2017	Sulphur Springs Valley Electric Coop, Inc.	\$4,309.73	20728	09/19/2017	Traywick, Catherine Lynn	\$1,561.80
20651	09/14/2017	Sulphur Springs Valley Electric Coop, Inc.	\$233.10	20729	09/19/2017	Truck and Trailer Parts	\$436.19
20652	09/14/2017	Sulphur Springs Valley Electric Coop, Inc.	\$1,814.44	20730	09/19/2017	Urrea, Melissa	\$320.00
20653	09/14/2017	SunEdison Services	\$8,858.32	20731	09/19/2017	US Postal Service	\$4,000.00
20654	09/14/2017	Thomson West	\$491.77	20732	09/19/2017	Utility Trailer Sales Co. of AZ	\$1,093.05
20655	09/14/2017	Those Guys Auto	\$160.00	20733	09/19/2017	Willcox Auto Parts Inc.	\$857.32
20656	09/14/2017	Tombstone Gold & Silver, Inc.	\$2,967.20	20734	09/19/2017	Nyander, Penny Sue	\$514.50
20657	09/14/2017	Trinity Services Group, Inc.	\$5,181.83				
20658	09/14/2017	U.S. Healthworks Medical Group of AZ, PC	\$169.00				
20659	09/14/2017	ULINE, Inc.	\$367.16				
20660	09/14/2017	UniFirst Corporation	\$2,332.87				
20661	09/14/2017	United States Department of the Interior	\$15,475.00				
20662	09/14/2017	US Postmaster	\$5,000.00				
20663	09/14/2017	Valley Telephone Coop, Inc.	\$35.78				
20664	09/14/2017	Valley Telephone Coop, Inc.	\$767.32				
20665	09/14/2017	Verizon Wireless	\$5,135.32				
20666	09/14/2017	Wallace, Kenneth W.	\$495.00				
20667	09/14/2017	Watson Chevrolet Inc	\$299.31				
20668	09/14/2017	Waxie Sanitary Supply	\$2,056.84				
20669	09/14/2017	Western Emulsion, Inc	\$61,848.59				
20670	09/14/2017	Wick Communications	\$347.92				
20671	09/14/2017	Willcox Auto Parts Inc.	\$113.33				
20672	09/14/2017	Willcox Rural Fire Department	\$250.00				
20673	09/14/2017	Willcox, City of	\$366.64				
20674	09/14/2017	WR Ryan Company	\$2,331.24				
20675	09/14/2017	Cochise County Sheriff's Department	\$1,593.38				
20676	09/14/2017	Jimenez, Elizabeth Sarah	\$1,387.50				
20677	09/14/2017	Pioneer Title Agency	\$400.00				
20678	09/14/2017	Pioneer Title Agency	\$400.00				
20679	09/14/2017	Wilson, Charles Richard	\$110.50				
20680	09/14/2017	Wright, Melissa	\$30.95				

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017

Letter for support of PILT and SRS

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:

Ratify letter of support for Payment In Lieu of Tax (PILT) and Secure Rural Schools (SRS) funding to our U.S. Senate and House Representatives.

Background:

County funding is critically impacted by these two funding sources and it is necessary to urge our representatives to support these funding sources.

Department's Next Steps (if approved):

Send letter to Senators McCain and Flake and Representative McSally.

Impact of NOT Approving/Alternatives:

PILT and SRS funding will be impacted.

To BOS Staff: Document Disposition/Follow-Up:

Email letter directly to Chuck Podolak - Chuck.Podolak@flake.senate.gov for Senator Flake
Email letter directly to Shay Saucedo - shay_saucedo@mccain.senate.gov for Senator McCain
Email letter directly to Alesia Ash - alesia.ash@mail.house.gov for Representative McSally

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

PILT.SRS Letter to McCain

PILT.SRS Letter to Flake

PILT.SRS Letter to McSally
Resolution 1-17 and cover memo



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

October 3, 2017

The Honorable Senator John McCain
United States Senate
Senate Russell Office Building 218
Washington, DC 20510
Via email to: shay_saucedo@mccain.senate.gov

Dear Senator McCain:

On behalf of the 129,000 residents of Cochise County, we respectfully request your immediate support for the passage of [SENATE BILL 1027 (A bill to extend the Secure Rural Schools and Community Self-Determination Act of 2000)/HOUSE RESOLUTION 2340] which will reauthorize the Secure Rural Schools (SRS) program for the next two years and fully fund the Payment in Lieu of Taxes (PILT) program. Without congressional action, our county will face a budget shortfall that will greatly impact our ability to provide essential services to residents and visitors.

The PILT acreage of 901,148 in Cochise County does not include Fort Huachuca or the Willcox Bombing range, both military establishments totaling another 107,873 acres under federal control. This means that only 40% of the land in Cochise County is private and can be taxed or be used for economic development. As you know, the PILT and SRS programs were both established to offset costs and supplement lost revenue from federally owned lands within counties across the country. Currently, the SRS program assists rural counties and school districts who are affected by the decline in revenue from timber harvests on federal lands, while PILT funds are used to provide vital services to federal employees and users of public lands.

PILT is a historically underfunded program that takes into account other federal land programs that counties participate in, including SRS. As a result, any reduction in the SRS program will increase the maximum PILT funding counties are entitled to. However, because PILT is not fully funded, this change will redistribute the limited amount of PILT funds available to counties. For Cochise County this would cause a loss of \$2.2 million of PILT and \$180,000 of SRS in funding for vital services.

The failure of Congress to reauthorize SRS and fund PILT at 100 percent will significantly impact our ability to fund essential services for federal employees and their families, the public and users of public lands. Cochise County uses PILT and SRS payments to public safety, health care, and transportation for our residents.

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

This issue impacts all of Arizona's counties and has the potential to reduce county funds by more than \$14.5 million statewide. For more information on the impacts to Arizona, please see the attached resolution.

Senator Flake, we thank you for your continued hard work and leadership, and we very much appreciate your consideration of our county perspective on the critical need for continuation of the PILT program. If needed, we would be happy to provide any additional information you may require.

Sincerely,



Ann English
Chairman
District 2



Patrick G. Call
Vice-Chairman
District 1



Peggy Judd
Member
District 3

CC: State Senator Gail Griffin
State Representative Becky Nutt
State Representative Drew John
County Supervisors Association
Arizona Associations of Counties



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ARLETHE G. RIOS
Clerk of the Board

PEGGY JUDD
Supervisor
District 3

October 3, 2017

The Honorable Senator Jeff Flake
United States Senate
Senate Russell Office Building 413
Washington, DC 20510
Via email to: Chuck.Podolak@flake.senate.gov

Dear Senator Flake:

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CC: State Senator Gail Griffin
State Representative Becky Nutt
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County Supervisors Association
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Vice-Chairman
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ARLETHE G. RIOS
Clerk of the Board

PEGGY JUDD
Supervisor
District 3

October 3, 2017

The Honorable Representative Martha McSally
United States House of Representatives
Cannon House Office Building 510
Washington, DC 20515
Via email to: alesia.ash@mail.house.gov

Dear Representative McSally:

On behalf of the 129,000 residents of Cochise County, we respectfully request your immediate support for the passage of [SENATE BILL 1027 (A bill to extend the Secure Rural Schools and Community Self-Determination Act of 2000)/HOUSE RESOLUTION 2340] which will reauthorize the Secure Rural Schools (SRS) program for the next two years and fully fund the Payment in Lieu of Taxes (PILT) program. Without congressional action, our county will face a budget shortfall that will greatly impact our ability to provide essential services to residents and visitors.

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Ann English
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Patrick G. Call
Vice-Chairman
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Peggy Judd
Member
District 3

CC: State Senator Gail Griffin
State Representative Becky Nutt
State Representative Drew John
County Supervisors Association
Arizona Associations of Counties



MEMORANDUM

TO: CSA Board of Directors
FROM: Brandon Nee
DATE: September 19, 2017
SUBJECT: Adoption of PILT/SRS Resolution and Letters to Congress

From September 6th to 8th, NACo hosted a Payment-In-Lieu-of-Taxes (PILT) Fly-In to allow County Supervisors from across the country to educate Members of Congress on the effects that not reauthorizing the Secure Rural Schools (SRS) program has on rural schools and transportation infrastructure as well as the unintentional impact of redistributing PILT formula funding among counties nationwide. In Arizona, the combination of those connected events is estimated to cost counties \$14.6 million in FY 2018 funding.

During meetings held with Congressional members during the fly-in, it became apparent that there was a general lack of understanding of the nexus between the two programs.

- SRS is largely a county pass-through to rural schools and roads.
- It is also a deduction to the PILT formula calculating the amount counties receive as an offset for lost revenue on federal lands.
- Eliminating the deductions dramatically increases the amount of PILT funding requested by each county nationwide.
- It also redistributes the amount of PILT requested in favor of counties with a lot of forest land that historically receive more SRS assistance.
- Without additional dollars put into PILT to fully fund the new formula level, each county will receive a smaller fraction of their PILT formula request.

In order to increase awareness of the link between these two programs, as well as formally call for action to resolve this important issue, we are recommending that the County Supervisors Association Board of Directors adopt the attached resolution. Each county is encouraged to draft a cover letter from their Board of Supervisors outlining the local impact of reauthorizing PILT and SRS. The letter addressed to Members of Congress would request congress to pass Senate Bill 1027 and House Resolution 2340 continuing SRS for two more years, fully fund PILT, and include a copy of the adopted resolution.

Thank you for your consideration of this important matter.



County Supervisors

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

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

Resolution Number 1-17

A Resolution of the County Supervisors Association of Arizona Respectfully Requesting the Congress of the United States to Immediately Provide Full Funding for the Payment-In-Lieu-of-Taxes Program For Fiscal Year 2018 And the Secure Rural Schools Program for Fiscal Years 2016 and 2017

WHEREAS, the PILT program was established in 1976 to offset costs incurred by counties for services provided to the federal government and to the users of federal lands located within a county, and

WHEREAS, the Secure Rural Schools (SRS) program was established in 2000 to provide assistance to rural counties and school districts affected by the decline in revenue from timber harvests on federal lands, and

WHEREAS, monies received through the SRS program are a deduction to the funding formula for calculating county PILT payments, and

WHEREAS, a failure to reauthorize SRS will create a greater demand on the PILT formula spreading the limited funding across more public lands' counties, severely impacting Arizona, and

WHEREAS, the reality of not reauthorizing SRS and continuing to underfund the PILT formula will have the drastic effect of costing Arizona counties \$14.6 million across both programs, and

WHEREAS, the people of the counties containing National Forests desire to have both quality local educational and highway systems, as well as forests which are managed and maintained so that they are in a healthy, safe condition, and

NOW, THEREFORE, BE IT RESOLVED, the County Supervisors Association of Arizona hereby respectfully requests that the United States Congress provide for the reauthorization of SRS funding for Fiscal Years 2016 and 2017 and provide full funding of PILT for FY 2018.

APPROVED AND ADOPTED this 21st day of September, 2017.

Tommie Martin
President, County Supervisors Association of Arizona
Gila County Supervisor, District 1

ATTEST:

Craig A. Sullivan, Executive Director
County Supervisors Association of Arizona

Regular Board of Supervisors Meeting

Elections and Special Districts

Meeting Date: 10/10/2017

IGA for Elections Supplies - Benson Unified School District, Bisbee Unified School District, San Simon Unified School District, Willcox Unified School

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 5 or More

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve four Intergovernmental Agreements (IGA)s between the Cochise County Elections & Special Districts Department and the unified school districts of: Benson, Bisbee, San Simon, and Willcox for Elections Supplies and Services effective October 10, 2017 through the conclusion of the election.

Background:

In order to formalize the relationship between the unified school districts who use the services of the Elections & Special Districts Department, the Board must approve an IGA that details the services and related costs.

Department's Next Steps (if approved):

Send fully executed originals to each unified school district.

Impact of NOT Approving/Alternatives:

There will not be any current agreements in which the Elections & Special Districts can perform services for the mentioned unified school districts.

To BOS Staff: Document Disposition/Follow-Up:

Mail one fully executed original to the corresponding unified school districts; email Katie Howard a copy of a fully executed original; scan and file the 2nd fully executed original.

Attachments

[IGA Benson Unified School District for Election Supplies and Services](#)

[IGA Bisbee Unified School District for Election Supplies and Services](#)

[IGA San Simon Unified School District for Election Supplies and Services](#)

[IGA Willcox Unified School District for Election Supplies and Services](#)



RECEIVED

2017 SEP 18 A 11: 19

**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SUPPLIES AND SERVICES**

THIS AGREEMENT is made and entered into this 11th day of September, 2017, by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and BENSON UNIFIED SCHOOL DISTRICT #09 (SCHOOL DISTRICT), located at 360 South Patagonia Street, Benson, Arizona, 85602, for certain election supplies and services;

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

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

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

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

1. COUNTY DUTIES. The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 2(C), to provide the following election services:

- A. Provide ballots, including when appropriate, addition of candidate names.
- B. Administrative services to include the following:
 1. Conduct logic and accuracy tests of programs and equipment
 2. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
 3. Provide election equipment and supplies
 4. Provide use of Electronic Poll Books
- C. Arrange for consulting services to include the following:
 1. Programming for operation of tabulating equipment
 2. Printing, folding and mailing Early Ballots
 3. Printing of the Informational Publicity Pamphlet
 4. Programming the operation of the election reporting module
- D. Arrange for election board workers:
 1. Hire qualified election board workers to include precinct and early boards.
 2. Train and supervise election board workers
 3. Pay election board workers.
- E. Provide an estimate of the aggregate cost of the services and supplies.



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

- A. The SCHOOL DISTRICT retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this agreement for any aspects of this election other than those that are expressly stated in Paragraph 1.
- B. SCHOOL DISTRICT shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto at actual cost.
- C. The SCHOOL DISTRICT shall provide the information and details necessary to enable COUNTY to program the ballot for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or Ballot Question to be included on the ballot, in the format requested by the COUNTY.
- D. If a recount/hand count is necessary, the SCHOOL DISTRICT shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition
- E. The SCHOOL DISTRICT shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.

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

4. INDEMNIFICATION. To the extent permitted by law, each party to this agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

5. CANCELLATION DUE TO CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the a political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

6. NON-DISCRIMINATION. To the extent required by law, each party to this agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.



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

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

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

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

To: SCHOOL DISTRICT
Micah Mortensen, Superintendent
Benson Unified School District #09
360 South Patagonia Street
Benson, AZ 85602

With copy to:
Jacqui Clay, Superintendent
Cochise County School Superintendent's Office
PO Drawer 208
Bisbee, AZ 85603

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

10. IMMIGRATION LAWS. Each party warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws") and shall further ensure that any sub-contractor who performs any work under this Agreement likewise complies with the State and Federal Immigration Laws.

11. NO BOYCOTT OF ISRAEL. In accordance with A.R.S. §35-393.01, each party certifies that it is currently not engaged in, and for the duration of this Agreement agrees not to engage in a Boycott of Israel.

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

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



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between Benson Unified School District #09 and the County of Cochise for the Special Budget Override Election to be held November 7, 2017.

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

DATED this _____ day of _____, 2017.

Cochise County Attorney

By: _____
Britt Hanson, Chief Civil Deputy
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Benson Unified School District #09, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this _____ day of _____, 2017.

By: _____

EXHIBIT A

COCHISE COUNTY ELECTIONS/SPECIAL DISTRICTS VOTE CENTER FEE SCHEDULE (BENSON UNIFIED SCHOOL DISTRICT #09)

Election Services	Rate or Fee	Per
<u>For standard countywide elections /consolidated elections</u>		
ADMINISTRATIVE SERVICE FEES (These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)	\$500.00	
Cancellation Fee	\$250.00	
Recount/Hand Count	\$500.00	
Ballot Programming (Layout, printing, informational and Publicity Pamphlets)	ACTUAL COST	
Ballot Printing	ACTUAL COST	
Postage (publicity pamphlet)	ACTUAL COST	
Provisional Ballots	\$.50	per envelope
Instruction of Election Boards	\$ 75.00	per/class
Travel to class location	\$.42	per mile
Election Manual for Boards	\$ 5.00	per copy
Election Personnel (Troubleshooter, Delivery, Office Temps, Early Board, Couriers and Night Boards)	\$ 12.00	an hour per person
Mileage for Election Personnel	\$.42	per mile
Election Supplies	\$ 50.00	
Vote Center Rentals	Actual Cost	
<u>Election Board Per Vote Center</u>		
1-Inspector	\$125.00	per person
2-3 Judges, 2-3 Clerks, 1-Marshall	\$100.00	per person
Required Election class	\$ 15.00	per person
Mileage for election workers	\$.42	per mile
<u>RECORDERS FEES</u>		
Postage for Mailing Early Ballots	\$ 0.15	Ballot (200+)
Printing & Processing	\$ 0.88	Ballot
Envelopes & Affidavits	\$ 0.66	Ballot
Postage & Handling	\$ 1.28	Ballot
Undeliverable Mailings	\$ 0.49	Ballot



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

15. WAIVER OF CONFLICT. The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent the other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

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

APPROVED:

COCHISE COUNTY

BY: _____
Ann English, Chair
Board of Supervisors

ATTEST:

BY: _____
Arlethe Rios
Clerk of the Board
Cochise County Board of Supervisors

APPROVED:

Benson Unified School District #09

BY: *Julia Maldonado*
Authorized Signatory

ATTEST:

BY: *W. W. Wintersen*
Authorized Signatory



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between Benson Unified School District #09 and the County of Cochise for the Special Budget Override Election to be held November 7, 2017.

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

DATED this _____ day of _____, 2017.

Cochise County Attorney

By: _____
Britt Hanson, Chief Civil Deputy
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Benson Unified School District #09, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 29th day of August, 2017.

By: *Carolee B. Padee*



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the Bisbee Unified School District #02 (SCHOOL DISTRICT), located at 100 Old Douglas Road, Bisbee, Arizona, 85603, for certain election supplies and services;

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

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

WHEREAS, the SCHOOL DISTRICT has by Resolution established that ^{this} all elections for the Bisbee Unified School District #02 will be conducted with no physical polling locations but as an "All Mail" elections (e.g., solely Vote by Mail / Early Ballots; ^{or Replacement Ballot Center or Recorder's Office});

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

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

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

1. **COUNTY DUTIES**, The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 2(C), to provide the following election services:

- A. Provide ballots, including when appropriate, addition of candidate names.
- B. Administrative services to include the following:
 1. Conduct logic and accuracy tests of programs and equipment.
 2. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
 3. Provide an early board to prepare ballots for tabulation and a count check.
 4. Validate, process and count ballots.
 5. Provide staff to operate the drop off and replacement center and provide a secure box for dropped off ballots.
 6. Provide affidavits for the drop off and replacement center as required by A.R.S. 16-558.02.
- C. Arrange for consulting services to include the following:
 1. Ballot layout & design, all ballot styles



2. Program the operation of the tabulating equipment
3. Program the operation of the election reporting module
4. Printing, folding and mailing ballots
5. Printing of the Informational Publicity Pamphlet

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

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

- A. The SCHOOL DISTRICT retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this agreement for any aspects of this election other than those that are expressly stated in Paragraph 1.
- B. SCHOOL DISTRICT shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto at actual cost.
- C. The SCHOOL DISTRICT shall provide the information and details necessary to enable the COUNTY to program the ballot for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or Ballot Question to be included on the ballot, in the format requested by the COUNTY.
- D. If a recount/hand count is necessary, the SCHOOL DISTRICT shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition.
- E. The SCHOOL DISTRICT shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.

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

4. INDEMNIFICATION. To the extent permitted by law, each party to this agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

5. CANCELLATION DUE TO CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.



6. **NON-DISCRIMINATION.** To the extent required by law, each party to this agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

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

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

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

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

To: DISTRICT
Thomas Woody, Superintendent
Bisbee Unified School District #02
100 Old Douglas Road
Bisbee, AZ 85603

With copy to:
Jacqui Clay, Superintendent
Cochise County School Superintendent's Office
PO Drawer 208
Bisbee, AZ 85603

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

10. **IMMIGRATION LAWS.** Each party warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws") and shall further ensure that any sub-contractor who performs any work under this Agreement likewise complies with the State and Federal Immigration laws.

11. **NO BOYCOTT OF ISRAEL.** In accordance with ARS §35-393.01, each party certifies that it is currently not engaged in, and for the duration of this agreement agrees not to engage in a Boycott of Israel.



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

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

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

15. **WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent the other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

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

APPROVED:

COCHISE COUNTY

BY: _____
Ann English, Chair
Board of Supervisors

ATTEST:

BY: _____
Arlathe Rios
Clerk of the Board
Cochise County Board of Supervisors

APPROVED:

BISBEE UNIFIED SCHOOL DISTRICT #09

BY: _____
Authorized Signatory

ATTEST:

BY: _____
Authorized Signatory



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the Bisbee Unified School District #02 and the County of Cochise for the Special Budget Override Election to be held on November 7, 2017.

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

DATED this _____ day of _____, 2017.

Cochise County Attorney

By: _____
Britt Hanson, Chief Civil Deputy
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Bisbee Unified School District #02, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 29th day of August, 2017.

By: [Signature]
Attorney

Law office of Anne Carl PC

EXHIBIT A

**COCHISE COUNTY
ELECTIONS/SPECIAL DISTRICTS
ALL MAIL ELECTION FEE SCHEDULE
(BISBEE UNIFIED SCHOOL DISTRICT #02)**

<u>Election Services</u>	<u>Rate or Fee</u>	<u>Per</u>
<u>For standard countywide elections</u>		
ADMINISTRATIVE SERVICE FEES (These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)	\$ 500.00	Election
BALLOT PROGRAMMING (LAYOUT, PRINTING, INFORMATION & PUBLICITY PAMPHLETS)	Actual Cost	
BALLOT PROGRAMMING – SEPARATE BALLOT	Actual Cost	
POSTAGE (PUBLICITY PAMPHLET)	Actual Cost	
ELECTION PERSONNEL (Trouble Shooters, Office Temps, Delivery & Night Boards)	\$ 12.00	an hour per person
EARLY BOARD (Supervisor, 2-3 boards of 3 people of opposite party)	\$ 12.00	an hour per person
Recorder Fees		
POSTAGE FOR MAILING EARLY BALLOTS	\$ 0.15	Ballot (200+)
PRINTING & PROCESSING	\$ 0.88	Ballot
ENVELOPES & AFFIDAVITS	\$ 0.66	Ballot
POSTAGE & HANDLING	\$ 1.28	Ballot
UNDERLIVERABLE MAILINGS	\$ 0.49	Ballot



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and SAN SIMON UNIFIED SCHOOL DISTRICT #18 (SCHOOL DISTRICT), located at 2226 West Business I-10, PO Box 38, San Simon, Arizona, 85632, for certain election supplies and services;

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

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

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

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

1. COUNTY DUTIES. The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 2(C), to provide the following election services:

- A. Provide ballots, including when appropriate, addition of candidate names.
- B. Administrative services to include the following:
 - 1. Conduct logic and accuracy tests of programs and equipment
 - 2. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
 - 3. Provide election equipment and supplies
 - 4. Provide a printed Signature Registration Register
- C. Arrange for consulting services to include the following:
 - 1. Programming for operation of tabulating equipment
 - 2. Printing, folding and mailing Early Ballots
 - 3. Printing of the Informational Publicity Pamphlet
 - 4. Programming the operation of the election reporting module
- D. Arrange for election board workers:
 - 1. Hire qualified election board workers to include precinct and early boards.
 - 2. Train and supervise election board workers
 - 3. Pay election board workers.
- E. Provide an estimate of the aggregate cost of the services and supplies.



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

- A. The SCHOOL DISTRICT retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this agreement for any aspects of this election other than those that are expressly stated in Paragraph 1.
- B. SCHOOL DISTRICT shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto at actual cost.
- C. The SCHOOL DISTRICT shall provide the information and details necessary to enable COUNTY to program the ballot for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or Ballot Question to be included on the ballot, in the format requested by the COUNTY.
- D. If a recount/hand count is necessary, the SCHOOL DISTRICT shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition
- E. The SCHOOL DISTRICT shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.

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

4. INDEMNIFICATION. To the extent permitted by law, each party to this agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

5. CANCELLATION DUE TO CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the a political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

6. NON-DISCRIMINATION. To the extent required by law, each party to this agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.



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

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

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

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

To: SCHOOL DISTRICT
Jonathan Truschke, Superintendent
San Simon Unified School District #18
PO Box 38
San Simon, AZ 85632

With copy to:
Jacqui Clay, Superintendent
Cochise County School Superintendent's Office
PO Drawer 208
Bisbee, AZ 85603

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

10. IMMIGRATION LAWS. Each party warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to employment of its employees, and with the requirements of A.R.S. §23-214(A) (together the "State and Federal Immigration Laws") and shall further ensure that any sub-contractor who performs any work under this Agreement likewise complies with the State and Federal Immigration Laws.

11. NO BOYCOTT OF ISRAEL. In accordance with A.R.S. §35-393.01, each party certifies that it is currently not engaged in, and for the duration of this Agreement agrees not to engage in a Boycott of Israel.

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

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

EXHIBIT A

COCHISE COUNTY ELECTIONS/SPECIAL DISTRICTS VOTE CENTER FEE SCHEDULE (SAN SIMON UNIFIED SCHOOL DISTRICT #18)

Election Services	Rate or Fee	Per
<u>For standard countywide elections /consolidated elections</u>		
ADMINISTRATIVE SERVICE FEES (These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)	\$500.00	
Cancellation Fee	\$250.00	
Recount/Hand Count	\$500.00	
Ballot Programming (Layout, printing, informational and Publicity Pamphlets)	ACTUAL COST	
Ballot Printing	ACTUAL COST	
Postage (publicity pamphlet)	ACTUAL COST	
Provisional Ballots	\$.50	per envelope
Instruction of Election Boards	\$ 75.00	per/class
Travel to class location	\$.42	per mile
Election Manual for Boards	\$ 5.00	per copy
Election Personnel (Troubleshooter, Delivery, Office Temps, Early Board, Couriers and Night Boards)	\$ 12.00	an hour per person
Mileage for Election Personnel	\$.42	per mile
Election Supplies	\$ 50.00	
Vote Center Rentals	Actual Cost	
<u>Election Board Per Vote Center</u>		
1-Inspector	\$125.00	per person
2-3 Judges, 2-3 Clerks, 1-Marshall	\$100.00	per person
Required Election class	\$ 15.00	per person
Mileage for election workers	\$.42	per mile
<u>RECORDERS FEES</u>		
Postage for Mailing Early Ballots	\$ 0.15	Ballot (200+)
Printing & Processing	\$ 0.88	Ballot
Envelopes & Affidavits	\$ 0.66	Ballot
Postage & Handling	\$ 1.28	Ballot
Undeliverable Mailings	\$ 0.49	Ballot



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

15. **WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent the other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

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

APPROVED:

COCHISE COUNTY

BY: _____

Ann English, Chair
Board of Supervisors

ATTEST:

BY: _____

Arlthe Rios
Clerk of the Board
Cochise County Board of Supervisors

APPROVED:

San Simon Unified School District #18

BY: _____

Authorized Signatory

ATTEST:

BY: _____

Authorized Signatory



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between San Simon Unified School District #18 and the County of Cochise for the Special Budget Override Election to be held November 7, 2017.

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

DATED this _____ day of _____, 2017.

Cochise County Attorney

By: _____

Britt Hanson, Chief Civil Deputy
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for San Simon Unified School District #18, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 29th day of August, 2017.

Sanaya B. Pender



RECEIVED
2011 SEP 22 P 12:30
COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SUPPLIES AND SERVICES

THIS AGREEMENT is made and entered into this ___5th___ day of ___September___, 2017 by and between COCHISE COUNTY (COUNTY), a political subdivision of the State of Arizona, and the Willcox Unified School District #13 (SCHOOL DISTRICT), located at 480 North Bisbee Avenue, Willcox, Arizona, 85643, for certain election supplies and services;

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

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

WHEREAS, the SCHOOL DISTRICT has by Resolution established that all elections for the Willcox Unified School District #13 will be conducted with no physical polling locations but as an "All Mail" elections (e.g., solely Vote by Mail / Early Ballots);

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

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

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

1. COUNTY DUTIES, The COUNTY agrees contingent upon receipt of a timely, specific request as provided in Paragraph 2(C), to provide the following election services:

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

B. Administrative services to include the following:

1. Conduct logic and accuracy tests of programs and equipment.
2. Provide abstract of results of tabulation to include total ballots cast within the jurisdiction; total votes for each candidate, question or proposition.
3. Provide an early board to prepare ballots for tabulation and a count check.
4. Validate, process and count ballots.
5. Provide staff to operate the drop off and replacement center and provide a secure box for dropped off ballots.
6. Provide affidavits for the drop off and replacement center as required by A.R.S. 16-558.02.

C. Arrange for consulting services to include the following:



1. Ballot layout & design, all ballot styles
2. Program the operation of the tabulating equipment
3. Program the operation of the election reporting module
4. Printing, folding and mailing ballots
5. Printing of the Informational Publicity Pamphlet

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

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

- A. The SCHOOL DISTRICT retains the primary responsibility for insuring that its election is noticed, held and conducted in the manner required by applicable local, state and federal laws and that the COUNTY does not assume responsibility under this agreement for any aspects of this election other than those that are expressly stated in Paragraph 1.
- B. SCHOOL DISTRICT shall pay to the COUNTY the amounts at the rates set forth on Exhibit A hereto at actual cost.
- C. The SCHOOL DISTRICT shall provide the information and details necessary to enable the COUNTY to program the ballot for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any Proposition or Ballot Question to be included on the ballot, in the format requested by the COUNTY.
- D. If a recount/hand count is necessary, the SCHOOL DISTRICT shall reimburse the COUNTY for administrative costs of conducting a recount at the rate of \$500 per contest/questions/proposition.
- E. The SCHOOL DISTRICT shall pay the COUNTY in a timely manner or in any event within thirty (30) days of receipt of invoice.

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

4. INDEMNIFICATION. To the extent permitted by law, each party to this agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the act or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

5. CANCELLATION DUE TO CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.



6. **NON-DISCRIMINATION.** To the extent required by law, each party to this agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

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

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

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

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

To: DISTRICT
Kevin Davis, Superintendent
Willcox Unified School District #13
480 North Bisbee Avenue
Willcox, AZ 85643

With copy to:
Jacqui Clay, Superintendent
Cochise County School Superintendent's Office
PO Drawer 208
Bisbee, AZ 85603

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

10. **IMMIGRATION LAWS.** Each party warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws") and shall further ensure that any sub-contractor who performs any work under this Agreement likewise complies with the State and Federal Immigration laws.

11. **NO BOYCOTT OF ISRAEL.** In accordance with ARS §35-393.01, each party certifies that it is currently not engaged in, and for the duration of this agreement agrees not to engage in a Boycott of Israel.



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

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

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

15. **WAIVER OF CONFLICT.** The parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department, and may or may not also represent the other party (for example, Special Districts, including but not limited to Flood, Fire or School Districts) to this agreement in this and other matters. By signing this Agreement each party specifically acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other parties to this Agreement.

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

APPROVED:

APPROVED:

COCHISE COUNTY

WILLCOX UNIFIED SCHOOL DISTRICT #13

BY: _____
Ann English, Chair
Board of Supervisors

BY: 
Authorized Signatory

ATTEST:

ATTEST:

BY: _____
Arlethe Rios
Clerk of the Board
Cochise County Board of Supervisors

BY: _____
Authorized Signatory



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the Willcox Unified School District #13 and the County of Cochise for the Special Budget Override Election to be held on November 7, 2017.

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

DATED this _____ day of _____, 2017.

Cochise County Attorney

By: _____
Britt Hanson, Chief Civil Deputy
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Willcox Unified School District #13, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this 29th day of August, 2017.

By: Carayce B. Ardee
Attorney



INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Intergovernmental Agreement for election services and supplies between the Willcox Unified School District #13 and the County of Cochise for the Special Budget Override Election to be held on November 7, 2017.

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

DATED this ____ day of _____, 2017.

Cochise County Attorney

By: _____
Britt Hanson, Chief Civil Deputy
County Attorney

Pursuant to A.R.S. Section 11-952, this Agreement has been reviewed by the undersigned attorney for Willcox Unified School District #13, who has determined that it is in proper form and is within the powers and authority granted, respectively, to the contracting bodies.

DATED this ____ day of _____, 2017.

By: _____
Attorney

EXHIBIT A

**COCHISE COUNTY
ELECTIONS/SPECIAL DISTRICTS
ALL MAIL ELECTION FEE SCHEDULE
(WILLCOX UNIFIED SCHOOL DISTRICT #13)**

<u>Election Services</u>	<u>Rate or Fee</u>	<u>Per</u>
<u>For standard countywide elections</u>		
ADMINISTRATIVE SERVICE FEES (These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.)	\$ 500.00	Election
BALLOT PROGRAMMING (LAYOUT, PRINTING, INFORMATION & PUBLICITY PAMPHLETS)	Actual Cost	
BALLOT PROGRAMMING – SEPARATE BALLOT	Actual Cost	
POSTAGE (PUBLICITY PAMPHLET)	Actual Cost	
ELECTION PERSONNEL (Trouble Shooters, Office Temps, Delivery & Night Boards)	\$ 12.00	an hour per person
EARLY BOARD (Supervisor, 2-3 boards of 3 people of opposite party)	\$ 12.00	an hour per person
Recorder Fees		
POSTAGE FOR MAILING EARLY BALLOTS	\$ 0.15	Ballot (200+)
PRINTING & PROCESSING	\$ 0.88	Ballot
ENVELOPES & AFFIDAVITS	\$ 0.66	Ballot
POSTAGE & HANDLING	\$ 1.28	Ballot
UNDERLIVERABLE MAILINGS	\$ 0.49	Ballot

Consent 4.
Emergency Services

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017

Approval of IPAWS MOU with Ft. Huachuca

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

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

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

NAME of PRESENTER: Norm Sturm **TITLE of PRESENTER:** ES Coordinator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve a Memorandum of Understanding between Fort Huachuca and Cochise County to allow Fort Huachuca to use the Federal Integrated Public Alert and Warning System (IPAWS) effective on October 11, 2017 through September 22, 2022.

Background:

The Integrated Public Alert and Warning System (IPAWS) is a public warning system available nation-wide and in Arizona to state and county-level emergency management agencies. This is the same system used to put out Amber and Silver Alerts to wireless phones throughout the state. Ft. Huachuca (as well as other military installations) has been directed by the Department of the Army to obtain access to the IPAWS system as a warning capability on the Ft. Huachuca Campus. Under current Arizona rules, Ft. Huachuca cannot gain access to use IPAWS without an agreement with the local county jurisdiction. The MOU up for approval gives Ft. Huachuca permission to access IPAWS, if necessary, with the understanding that all IPAWS messages generated by Ft. Huachuca will be formatted with the header "For Fort Huachuca Only" and the message will be coordinated with local public safety agencies. The MOU's wording has been reviewed and approved by the Arizona Division of Emergency & Military Affairs (DEMA).

Department's Next Steps (if approved):

If approved, a copy of the MOU will be returned to Ft. Huachuca and they will have the capability to use IPAWS.

Impact of NOT Approving/Alternatives:

Ft. Huachuca will not have the capability to use IPAWS

To BOS Staff: Document Disposition/Follow-Up:

Please send an original signed copy of the MOU to the Office of Emergency Services.

Attachments

IPAWS MOU



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FT HUACHUCA
2837 BOYD AVENUE
FORT HUACHUCA, ARIZONA 85613-7001

**MEMORANDUM OF AGREEMENT
BETWEEN
US ARMY GARRISON DIRECTORATE OF PLANS, TRAINING,
MOBILIZATION & SECURITY, FORT HUACHUCA
AND
COCHISE COUNTY OFFICE OF EMERGENCY SERVICES
FOR WIRELESS EMERGENCY ALERTING (WEA) TO THE PUBLIC**

W6CFAA-201708-111

SUBJECT: WIRELESS EMERGENCY ALERTING (WEA) TO THE PUBLIC

1. REFERENCES:

- a. DoD Instruction 4000.19, Support Agreements, 25 April 2013.

2. Background: The jurisdictions of Cochise County and Fort Huachuca recognize the need for interagency cooperation to enhance public alerting capabilities. This Memorandum of Agreement (MOA) allows the jurisdictions to improve their ability to warn the public of emergencies in a timely manner, where a single or multi-jurisdictional impact is likely.

The Arizona Department of Emergency and Military Affairs (DEMA) has vested to Cochise County Officials the authority to grant access to the Integrated Public Alert and Warning System (IPAWS) and Public Alerting Authority (PAA) to Fort Huachuca for emergencies notification meeting the criteria of this agreement that occur within the boundaries of Fort Huachuca

3. PURPOSE:

This MOA will allow emergency notifications to reach those affected by an incident and help to eliminate duplicate or conflicting instructions. Each jurisdiction participating in this MOA can activate the IPAWS in an emergency.

4. PROCEDURES:

Fort Huachuca will use the following procedures to initiate a WEA:

- a) Identify an incident that may affect persons on the grounds of Fort Huachuca.
- b) Determine if that impact meets the Incident Criteria policy of this MOA.
- c) If possible, notify Cochise County OES prior to issuance.
- d) Compose a WEA message that meets the Message Criteria policy.

SUBJECT: WIRELESS EMERGENCY ALERTING (WEA) TO THE PUBLIC

- e) Send the WEA message.
- f) Contact Cochise County OES to provide detailed information about the incident.
- g) Coordinate further alerts with Cochise County OES.

Once notified of a Fort Huachuca WEA, Cochise County OES will:

1. Ensure Fort Huachuca notifies nearby local Public Safety Access Points (PSAPs) of the WEA alert so that they can accurately address residents calls to their PSAP.
2. Coordinate with Fort Huachuca for any ongoing alerts or follow up messages.

IPAWS system training will be done using Collaborative Operating Group (COG) to COG messaging or WEA using only the COG demo certificate in the IPAWS training environment. No test messages will be sent to the public.

5. POLICY:

Fort Huachuca is responsible to maintain all applicable IPAWS authorizations and training requirements. Fort Huachuca personnel having a role in the IPAWS WEA release process will complete required online training. At this time completion of online FEMA course "IS-247A: Integrated Public Alert and Warning System (IPAWS)" is the threshold-training requirement.

Fort Huachuca's Allowed Wireless Emergency Alerts:

Allowed Wireless Emergency Alerts

CDW Civil Danger Warning HMW Hazardous Materials Warning
CEM Civil Emergency Message LEW Law Enforcement Warning
EVI Evacuation Immediate LAE Local Area Emergency
FRW Fire Warning SPW Shelter in Place Warning

The FIPS Code for Cochise County, to include Fort Huachuca is 040003.

Failure to perform according to established State and Federal IPAWS guidelines will be cause for revoking this MOA and PAA. All parties agree that in the event of an emergency incident that meets the following criteria, Fort Huachuca may initiate a Wireless Emergency Alert.

Incident Criteria:

- A non-weather incident is occurring and will significantly affect the health and/or life safety of persons within the property boundaries of Fort Huachuca.
- A non-weather incident will likely occur within 30 minutes and will significantly affect the health and/or life safety of persons within the property boundaries of Fort Huachuca.

SUBJECT: WIRELESS EMERGENCY ALERTING (WEA) TO THE PUBLIC

All parties agree that a Wireless Emergency Alert issued by Fort Huachuca be crafted according to the following message criteria.

Message Criteria:

- The alert area will be limited by employing a geospatial polygon that best approximates the geographic area within the property boundaries of Fort Huachuca. The IPAWS system requires the alert include a county FIPS code, which for these purposes is Cochise County (**FIPS 040003**)
- The message alert text will be descriptive such that the recipient understands that the alert area is within the boundaries of Fort Huachuca. All Fort Huachuca WEA messages will begin with the wording: "FORT HUACHUCA ONLY." This is necessary to account for expected message "bleed over" outside the footprint of Fort Huachuca. (Example: "FORT HUACHUCA ONLY: Gas leak at Murr Community Center, Stay Clear of Area")

For purposes of situational awareness, Fort Huachuca will inform the Cochise County OES immediately after issuing a Wireless Emergency Alert. If possible, notification will be made prior to issuing the alert.

6. PERSONNEL:

Cochise County Office of Emergency Services
Norman Sturm, Emergency Services Director
1415 Melody Lane, Building A
Bisbee, AZ 85603
E-mail: nsturm@cochise.az.gov
Office: 520-432-9220
Cell: 520-559-2147

Fort Huachuca Directorate of Plans, Training, Mobilization, and Security
Stephen McCann, Installation Emergency Manager
72 Christy Ave, (Bldg. 31122)
Fort Huachuca, AZ 85613
E-mail: usarmy.huachuca.imcom-central.mbx.huac-watch@mail.mil
Office: (520)533-2291
Cell: (520)533-2291
24/7: (520)533-2291

Fort Huachuca Directorate of Emergency Services
Dan R. Ortega, Director of Emergency Services
E-mail: dan.r.ortega2.civ@mail.mil
Office: 520-533-3232
Military Police Desk: 520-533-3000
Fort Huachuca, AZ

SUBJECT: WIRELESS EMERGENCY ALERTING (WEA) TO THE PUBLIC

7. **DISPUTES:** Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

8. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.

9. REVIEW AND MODIFICATION OF AGREEMENT:

All parties to this MOA will annually review, update, and if agreed, renew every (5) five years. All parties will send a memorandum to each other signatories that a review was conducted and a notice of changes requested (if any).

If changes are requested to this MOA, the requesting jurisdiction will submit the respective changes to all parties. Each party will review and provide acceptance, modification, or rejection to the originating jurisdiction. Should both parties agree to the change(s), the originating jurisdiction will prepare a new version of the MOA for signature by both parties.

If a jurisdiction elects to revoke the MOA, the respective jurisdiction will notify the other parties of the MOA revocation in writing, with a 30-day notice. Additionally, both parties agree to notify all parties that have administrative oversight responsibilities. A completed copy of this and future IPAWS MOAs will be forwarded to DEMA and to the FEMA IPAWS office, as required.

10. **TERMINATION OF UNDERSTANDING:** This MOA may be terminated by any party with 90 days written notice to the other Parties. The USAG Fort Huachuca may terminate this MOA without notice if USAG Fort Huachuca determines, at its sole discretion, that it is no longer able to meet the terms of this MOA based on military operational requirements or national emergency.

11. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties.

12. DEFINITIONS:

- FEMA – Federal Emergency Management Agency
- DEMA – Arizona Department of Emergency and Military Affairs
- IPAWS – Integrated Public Alert and Warning System
- WEA – Wireless Emergency Alert
- DPTMS – Directorate Plans, Training, Mobilization, and Security
- OES – Office of Emergency Services
- MOA – Memorandum of Agreement - An agreement between two or more parties for the purpose of formalizing an agreed upon process or procedure
- PAA – Public Alerting Authority
- COG – Collaborative Operating Group

SUBJECT: WIRELESS EMERGENCY ALERTING (WEA) TO THE PUBLIC

FIPS – Federal Information Processing Standards
PSAP – Public Safety Access Point

13. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last party signs.

14. EXPIRATION DATE: This MOA expires on 29 September 2022.

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

FORT HUACHUCA a Federal
Installation within Cochise County

COCHISE COUNTY, a political
subdivision of the State of Arizona

By: 
JAMES W. WRIGHT
Colonel, U.S. Army

By: _____
PATRICK G. CALL
Chairperson, Board of Supervisors

Commander, U.S. Army Garrison

Dated: 18 SEP 17

Dated: _____

ATTEST:

ATTEST:


Resource Management


Clerk of the Board of Supervisors

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The Agreement has been reviewed pursuant to A.R.S. § 11-952 and Department of Defense Instruction 4000.19 by each of the undersigned Attorneys who has independently determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona or the United States to each of the above-identified parties.

SIGNATURE _____
Cochise County Attorney

Date

SIGNATURE 
Fort Huachuca Staff Judge Advocate

19 Sep 17
Date

**Consent 5.
Emergency Services**

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017

Approval of State Homeland Security Grant

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

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

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

NAME of PRESENTER: Norman Sturm **TITLE of PRESENTER:** ES Coordinator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the 2017 State Homeland Security Grant Program award of \$5,000 to fund three Citizen Emergency Response Team (CERT) training courses throughout the 2017-2018 grant cycle.

Background:

Cochise County Office of Emergency Services has been awarded a \$5000 grant to fund three Citizen Corps CERT training classes to be held in 2017 and 2018. The purpose of the CERT courses is to teach local citizen volunteers basic emergency preparedness and response skills to help their family and neighbors during large-scale emergencies. The grant will provide for instructor compensation and course materials/supplies. Courses will be taught throughout the county through sponsoring public safety agencies.

Department's Next Steps (if approved):

If awarded, three CERT courses will be scheduled during the 2017/2018 federal fiscal year.

Impact of NOT Approving/Alternatives:

If not approved, CERT courses will not be held in Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

One original signed grant agreement needs to be returned to Norm Sturm for submission to ADOHS.

Attachments

2017 SHSGP Grant

2017 SHSGP Award Letter

SUBRECIPIENT AGREEMENT

17-AZDOHS-HSGP-170400-01

Between

The Arizona Department of Homeland Security

And

Cochise County Office of Emergency Services (DUNS# 020126041)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Office of Emergency Services** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2017** and shall terminate on **September 30, 2018**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Basic Community Citizen's Emergency Response Training**" and funded at **\$5,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2017-SS-00033-S01 and CFDA #97.067:

- a. Provide up to **\$5,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, and meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

- a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek

judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article I - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which

provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AI – Buy American and Hire American

All Subrecipients are required to comply with any application provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article AJ – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AK – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to

comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

- _____
- Enter Title, First & Last Name Above
- _____
- Enter Agency Name Above
- _____
- Enter Street Address Above
- _____
- Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

- _____
- Enter Agency Name Above
- _____
- Authorized Signature Above
- _____
- Print Name & Title Above
- _____
- Enter Date Above

FOR AND BEHALF OF THE

- Arizona Department of Homeland Security
- _____
- Gilbert M. Orrantia
- Director
- _____
- Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 25, 2017

ES Coordinator Norman Sturm
Cochise County Office of Emergency Services
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603-3027

Subject: FFY 2017 Homeland Security Grant Program Award
Subrecipient Agreement Number: **170400-01**
Project Title: **Basic Community Citizen's Emergency Response Training**

Dear ES Coordinator Norman Sturm,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Basic Community Citizen's Emergency Response Training**" has been fully funded under the 2017 State Homeland Security Grant Program for **\$5,000**. The grant performance period is **October 1, 2017 to September 30, 2018**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To access your award documentation:

- Log-in to azdohs.gov/user. A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

To initiate the award process:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements – Print and sign two original Subrecipient Agreements.
3. NIMS Compliance Certification – Complete and sign one original certification.
4. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2018, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- This letter does not serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2017. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance.
- Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any obligation/expenditure of funds.
- All travel associated in support of this award must comply with the State of Arizona Accounting Manual (SAAM)



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Travel Policies, found at: <https://gao.az.gov/publications/SAAM>. This includes maximum lodging, meals, parking and incidental expense reimbursement rates.

- All procurement conducted must comply with internal procurement rules and regulations and as well as comply with Chapter 23 fo the Arizona Procurement Code, found at: <https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>.
- All Land Mobile Radio equipment purchased with Homeland Security funds are required to comply with P25 standards, with SAFECOM Guidance, to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance to the Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Per 2 CFR 200 Subpart F, Subrecipients who expend \$750,000 or more in Federal dollars in the previous fiscal year must have a single audit or program specific audit conducted for that year. Subrecipients shall submit their annual Single or program specific audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than \$750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single or program specific audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink that reads "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

Cc: Norman Sturm

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017

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: 10/10/2017

Rafter G Restaurant new series #12 (Restaurant) Liquor License

Department: Board of Supervisors

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

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

NAME of PRESENTER: Arlethe Rios **TITLE of PRESENTER:** Clerk of the Board

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new series #12 (restaurant) liquor license application submitted by Mr. Jeffrey James Goodman, for Rafter G Restaurant, located at 404 W. Business Loop, Suite A, Bowie, AZ 85605.

Background:

Mr. Jeffrey James Goodman has applied for a new liquor license for Rafter G Restaurant (Restaurant), located at 404 W. Business Loop, Suite A, Bowie, AZ 85605. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2016 tax year. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division recommends approval of the liquor license and is working with the applicant on health-related issues with the subject property and to permit the food establishment.

Mr. Jeffrey James Goodman has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send email to ADLLC with the Local Governing Board Recommendation form and posting documents.
Send a copy of letter to applicant.

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms



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

*17 AUG 14 Ligr. Lic. PH 3 34
 *17 AUG 10 Ligr. Dept PH1156

DLLC USE ONLY

License #	12023200
Date Accepted:	8/14/17
CSR:	J

Application for Liquor License
 Type or Print with Black Ink

Parcel # 302-14-059

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
 A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
- New License
- Person Transfer
- Location Transfer (series 6, 7 and 9)
- Probate/ Will Assignment/ Divorce Decree (No Fees)
- Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
- Individual
- Partnership
- Corporation
- Limited Liability Co
- Club
- Government
- Trust
- Tribe
- Other (Explain) _____

RECEIVED
 COCHISE COUNTY
 BOARD OF SUPERVISORS
 2017 AUG 15 PM 2:06

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application) A.R.S. § 4-206.01 (G), (H), (I) & (L)
- Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies) A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Restaurant Series 12 2. LICENSE # (if issued): 12023200

SECTION 4 Applicants

1. Agent's Name: GOODMAN JEFFREY JAMES P1078770
Last First Middle

2. Applicant/Licensee Name: RAFTER G ENTERPRISE "LLC" B1059347
(Ownership name for type of ownership checked on section 1)

3. Business Name (Doing Business As-DBA): RAFTER G RESTAURANT B1059345

4. Business Location Address: 404 W BUSINESS LOOP Suite A BOWIE AZ 85605 COCHISE
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: PO BOX 35 BOWIE AZ 85605
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 928-322-0612 Daytime Contact Phone: 928-322-0612

7. Email Address: rafterlazycattle@gmail.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No
 If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Cochise County

Fees:	<u>\$100.00</u>	<u>-</u>	Department Use Only <u>\$50.00</u>	<u>\$44.00</u>	\$ <u>194.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 2/13/2017 State where Incorporated/Organized: ARIZONA

b) AZ Corporation or AZ LLC. File No: L21606807 Date authorized to do business in AZ 2/14/2017

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
GOODMAN	JEFFREY	JAMES	MANAGER	50	PO BOX 35	BOWIE	AZ	85605
GOODMAN	PENNI	MELINDA	MEMBER	50	PO BOX 35	BOWIE	AZ	85605

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an Interim permit pursuant to A.R.S.§4-203.01 For approval of an interim permit:

- There must be a valid license of the same series issued to the current location you are applying for OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____

(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____

Last First Middle

License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____

2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

**SECTION 9 Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07 and 09)**

1. License #: _____

2. Current Agent Name: _____
Last First Middle

3. Current Licensee Name: _____
(Exactly as it appears on the license)

4. Current Business Name: _____
(Exactly as it appears on the license)

5. Current Daytime Phone: _____ Primary Email Address: _____

6. Does current licensee intend to operate the business while this application is pending? Yes No

7. I authorize the transfer of this license to the applicant: _____
Signature of Agent or individual controlling person

NOTARY

State of Arizona }
County of _____ }

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

1. Distance to nearest School: 442' Name of School: BOWIE UNIFIED SCHOOL
 (if less than one (1) mile note footage) Address: 315 5TH STREET, Bowie, AZ 85605

2. Distance to nearest Church: 1365' Name of Church: BOWIE UNITED METHODIST CHURCH
 (if less than one (1) mile note footage) Address: 105 5TH STREET, Bowie, AZ 85605

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors: Name: _____
 Address: _____
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ 150,000.00

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
KLUMP	RANCHES		150,000.00	PO BOX 448	BOWIE	AZ	85605

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

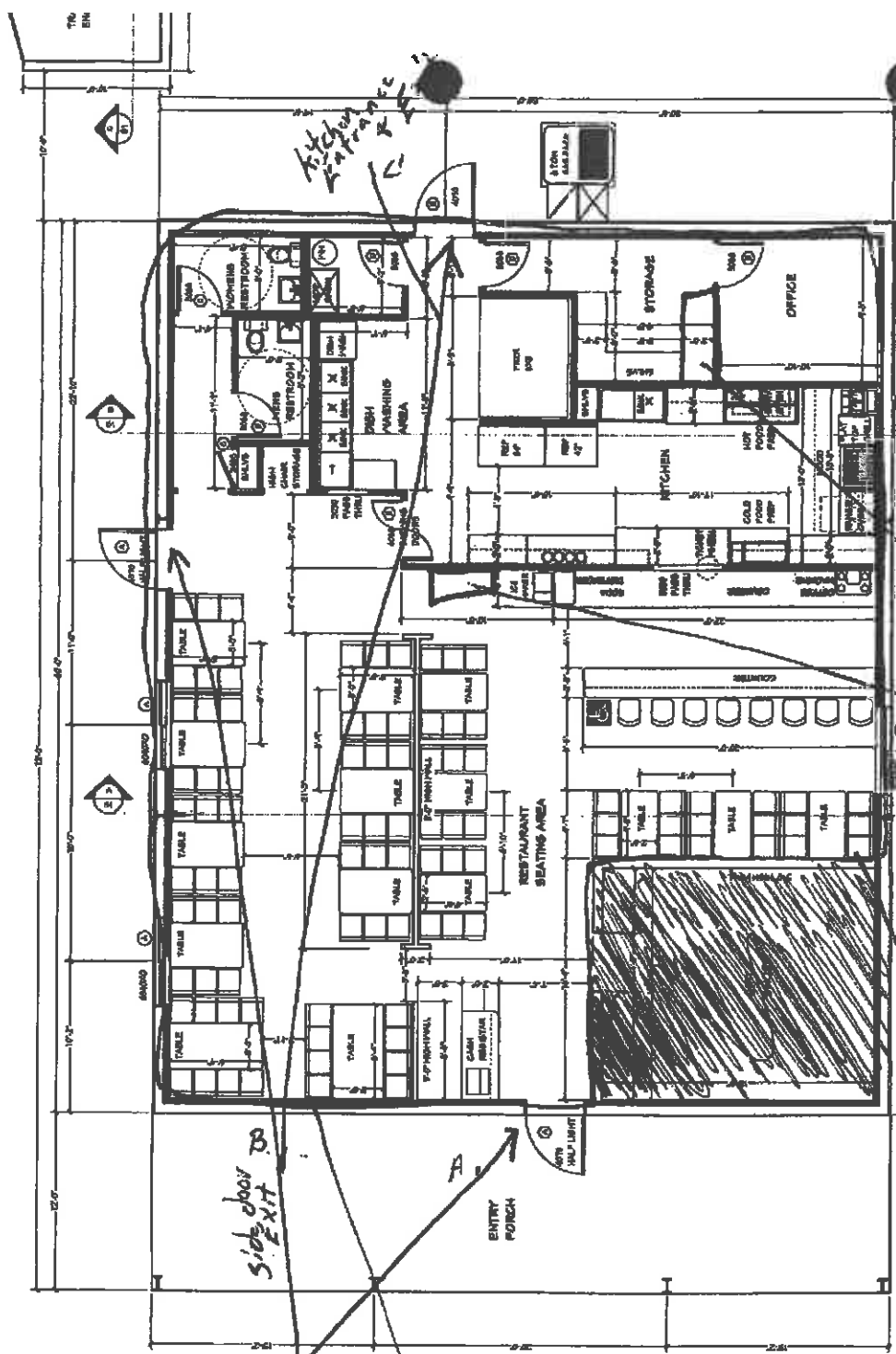
Yes No If yes, what is your estimated completion date? 10 / 15 / 2017

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

17 AUG 14 Lic. Lic. 78

FLQ1
 SQUARE FOOTAGE
 RESTAURANT AREA
 PORCH AREA
 TOTAL UNDER ROOF

WINDOW SCHEDULE			
NO.	MT.	HT.	COMMENTS
1	ALUMINUM	EXTERIOR	20' x 10' 0" 2"
DOOR SCHEDULE			
NO.	MT.	HT.	COMMENTS
1	WOOD	8' 0" 0"	RESTAURANT
2	WOOD	8' 0" 0"	OFFICE
3	WOOD	8' 0" 0"	RESTAURANT
4	WOOD	8' 0" 0"	RESTAURANT
5	WOOD	8' 0" 0"	RESTAURANT
6	WOOD	8' 0" 0"	RESTAURANT
7	WOOD	8' 0" 0"	RESTAURANT
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9	WOOD	8' 0" 0"	RESTAURANT
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11	WOOD	8' 0" 0"	RESTAURANT
12	WOOD	8' 0" 0"	RESTAURANT
13	WOOD	8' 0" 0"	RESTAURANT
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47	WOOD	8' 0" 0"	RESTAURANT
48	WOOD	8' 0" 0"	RESTAURANT
49	WOOD	8' 0" 0"	RESTAURANT
50	WOOD	8' 0" 0"	RESTAURANT



Beer + wine
 Alcohol
 Storage

Suite A
 Total Square Footage
 2,710

Suite A
 404 W Business Loop
 Bowie, AZ

Entrance + Exits
 All three doors
 A. Public entrance + Exit
 B. side exit
 C. Rear kitchen door staff
 Entrance + Exit.

All 3 doors equipped with
 Battery back up 90 minute
 Exit signs & lights

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

JJG

Applicant's Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) [Handwritten Signature], hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona }
County of Cochise }

On this 9 Day of August, 2017 before me personally appeared JEFFREY J GOODMAN
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



ANGELA DIAZ
NOTARY PUBLIC, ARIZONA
COCHISE COUNTY
My Commission Expires
January 06, 2019

Angela Diaz
Signature of NOTARY PUBLIC

A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



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

AFFIDAVIT OF POSTING

Date of Posting: 8/23/17 Date of Posting Removal: 9/14/17

Applicant's Name: Goodman Jeffrey James
Last First Middle

Business Address: 404 W. Business Loop, Suite B Bonnie 85605
Street City Zip

License #: 10023174

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles R. COOPER Code Compliance officer 520-432-9270
Print Name of City/County Official Title Phone Number

Chas R Cooper 9-14-17
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Monday, August 14, 2017

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

State Liquor Board

PLACE: Metairie, La. 70001 DATE: Monday, October 16, 2017

HEARING DATES SUBJECT TO CHANGE. TO VERIFY CALL: 504-431-8900

THE LICENSING BODY WILL RECOMMEND TO THE STATE LIQUOR

BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD HEARINGS TO CONSIDER THE

FOR THE LICENSE. THE BOARD MAY HOLD HEARINGS TO CONSIDER THE

OR DENY THE LICENSE. THE BOARD MAY HOLD HEARINGS TO CONSIDER THE

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08/23/2017

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W Business Loop, Suite A
Business Name: Rafter G Restaurant City/Zip: Bowie/85605
Liquor License #: 12023200 Parcel #: 302-14-059
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: EH Director
Signature: *Michael McGee* Date: 8/18/17
Contact phone: X8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:
 Restaurant/Hotel-Motel
 Club/Government
 Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W. Business Loop, Suite A
 Business Name: Rafter G Restaurant City/Zip: Bowie/85605
 Liquor License #: 12023200 Parcel #: 302-14-059
 Ownership Type: Limited Liability Company Liquor License Special Event Liquor License
 Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	GB – General Business
Use permitted by P&Z?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#:	17-00498
Date Permit Issued:	June 9, 2017	Use Permitted:	3,000 Sq Ft Restaurant w/Gift Shop
If use not permitted, is it LNC?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Year LNC Established:	N/A

- The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: <u>Dora V Flores</u>	Title: <u>Zoning Administrator</u>
Signature: <u>Dora V Flores</u>	Date: <u>August 23, 2017</u>
Contact phone: <u>520.432.9300</u>	Email: <u>dflores@cochise.az.gov</u>

Return completed form with any attachments by: 8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W. Business Loop, Suite A
Business Name: Rafter G Restaurant City/Zip: Bowie/85605
Liquor License #: 12023200 Parcel #: 302-14-059
Ownership Type: Limited Liability Company Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE


Please advise if:

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

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the named location within five (5) years prior to the application.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval <input type="checkbox"/>	Disapproval <input type="checkbox"/>	No Recommendation <input checked="" type="checkbox"/>
---	-----------------------------------	--------------------------------------	---

Name: Sam Farris Title: Commander
Signature:  Date: 09.06.2017
Contact phone: 520.432.9500 Email: sfarris@cochise.az.gov

Return completed form with any attachments by: 8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W. Business Loop, Suite A
Business Name: Rafter G Restaurant City/Zip: Bowie/85605
Liquor License #: 12023200 Parcel #: 302-14-059
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx Yes No

If not, please attach pertinent documentation.

Comments:

the 2016 taxes are paid in full

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 8/17/2017
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 8.25.17

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017

Rafter G Restaurant new series #10 (Beer & Wine Store) Liquor License

Department: Board of Supervisors

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

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

NAME of PRESENTER: Arlethe Rios **TITLE of PRESENTER:** Clerk of the Board

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new series #10 (beer & wine) liquor license application submitted by Mr. Jeffrey James Goodman, for Rafter G Restaurant, located at 404 W. Business Loop, Suite A, Bowie, AZ 85605.

Background:

Mr. Jeffrey James Goodman, has applied for a new liquor license for Rafter G Restaurant (Beer & Wine Store), located at 404 W. Business Loop, Suite B, Bowie, AZ 85605. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for the 2016 tax year. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division recommends approval of the liquor license and is working with the applicant on health-related issues with the subject property and to permit the food establishment.

Mr. Jeffrey James Goodman has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send email to ADLLC with the Local Governing Board Recommendation form and posting documents.
Send a copy of letter to applicant.

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms



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

17 AUG 10 Lic. Dept RM1153
 DLLC USE ONLY

License #	1002-3174
Date Accepted:	8/14/17
CSR:	<i>J</i>

Application for Liquor License
 Type or Print with Black Ink

parcel # 32-1A-059

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
 A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
- New License
- Person Transfer
- Location Transfer (series 6, 7 and 9)
- Probate/ Will Assignment/ Divorce Decree (No Fees)
- Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
- Individual
- Partnership
- Corporation
- Limited Liability Co
- Club
- Government
- Trust
- Tribe
- Other (Explain) _____

2017 AUG 15 PM 1:47
 RECEIVED
 COCHISE COUNTY
 BOARD OF SUPERVISORS

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application) A.R.S. § 4-206.01 (G), (H), (I) & (L)
- Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies) A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Beer and Wine Store Series 10 2. LICENSE # (if issued): 10023174

SECTION 4 Applicants

1. Agent's Name: GOODMAN JEFFREY JAMES P1078770
Last First Middle

2. Applicant/Licensee Name: RAFTER G ENTERPRISE "LLC" B1059347
(Ownership name for type of ownership checked on section 1)

3. Business Name (Doing Business As-DBA): RAFTER G RESTAURANT B1059346

4. Business Location Address: 404 W BUSINESS LOOP Suite B BOWE AZ 85605 COCHISE
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: PO BOX 35 BOWE AZ 85605
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 928-322-0612 Daytime Contact Phone: 928-322-0612

7. Email Address: rafterlazycattle@gmail.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No
 If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Cochise County

Fees:	<u>\$100.00</u>	<u>-</u>	<u>-</u>	<u>pending</u>	<u>\$ 100.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 2/13/2017 State where Incorporated/Organized: ARIZONA

b) AZ Corporation or AZ L.L.C. File No: L21606807 Date authorized to do business in AZ 2/14/2017

2. List any individual or entity that own a beneficial interest of 10% or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10% or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
GOODMAN	JEFFREY	JAMES	MANAGER	50	PO BOX 35	BOWIE	AZ	85605
GOODMAN	PENNI	MELINDA	MEMBER	50	PO BOX 35	BOWIE	AZ	85605

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01 For approval of an interim permit:

- There must be a valid license of the same series issued to the current location you are applying for OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY	
State of Arizona	}
County of _____	}
On this _____ Day of _____, 20____ before me personally appeared _____	
<small>Day</small>	<small>Month</small>
<small>Year</small>	<small>(Print Name of Document Signer)</small>
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.	
_____ Signature of NOTARY PUBLIC	
(Affix Seal Above)	

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____

(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____

Last First Middle

License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____

2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 9 Person to Person - Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only - Series 06, 07 and 09)

1. License #: _____

2. Current Agent Name: _____
Last First Middle

3. Current Licensee Name: _____
(Exactly as it appears on the license)

4. Current Business Name: _____
(Exactly as it appears on the license)

5. Current Daytime Phone: _____ Primary Email Address: _____

6. Does current licensee intend to operate the business while this application is pending? Yes No

7. I authorize the transfer of this license to the applicant: _____
Signature of Agent or individual controlling person

NOTARY

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18
- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

1. Distance to nearest School: 442' Name of School: BOWIE UNIFIED SCHOOL
 (If less than one (1) mile note footage) Address: 315 5TH STREET Bowie, AZ 85605

2. Distance to nearest Church: 1365' Name of Church: BOWIE UNITED METHODIST CHURCH
 (If less than one (1) mile note footage) Address: 105 5TH STREET Bowie, AZ 85605

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors: Name: _____
 Address: _____
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ 150,000.00

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
KLUMP	RANCHES		150,000.00	PO BOX 448	BOWIE	AZ	85605

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?
 Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?
 Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous Non-Contiguous within 30 feet

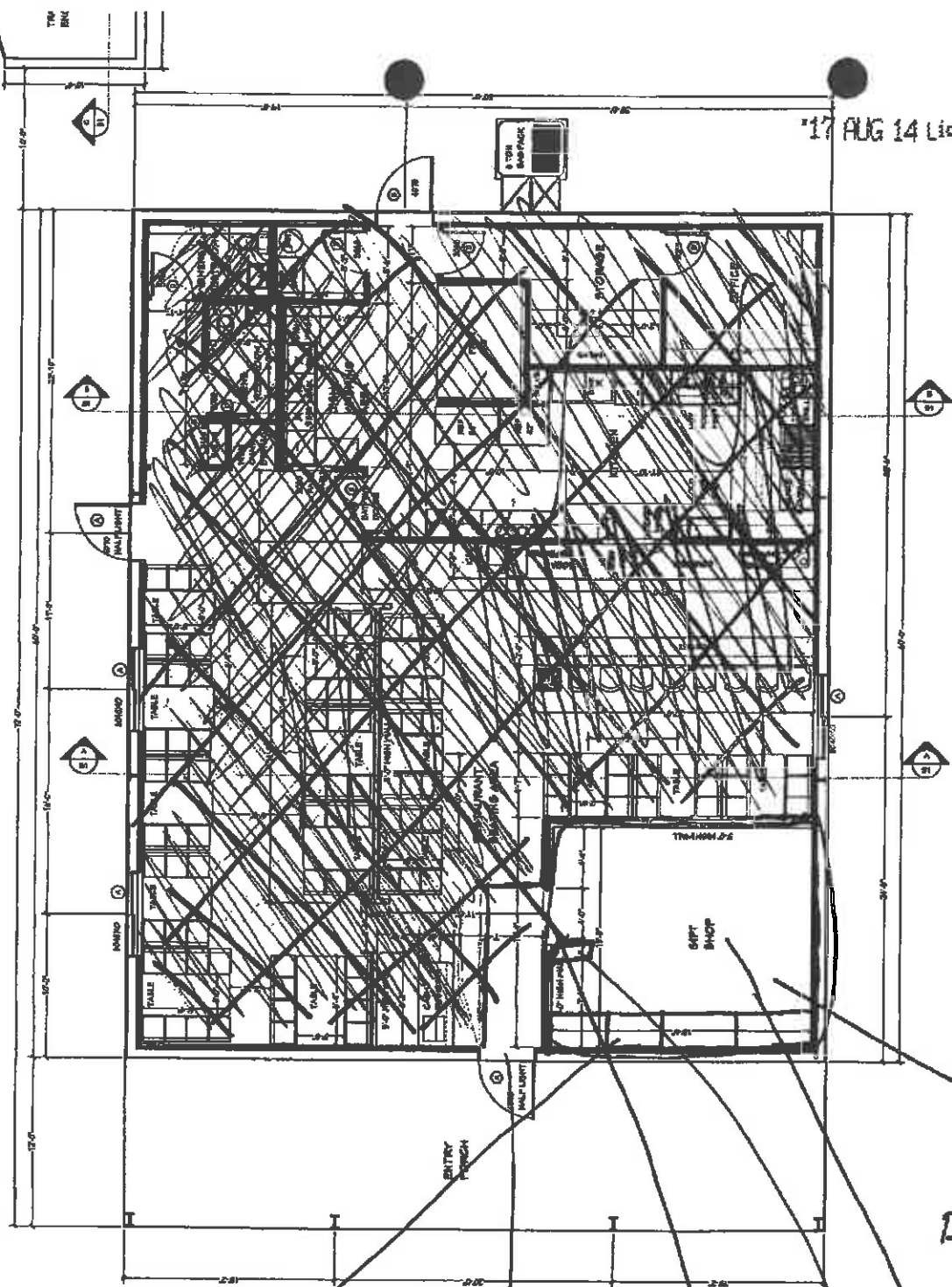
1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 Yes No If yes, what is your estimated completion date? 10 / 15 / 2017

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

17 AUG 14 Lic. Lic. PM 3:33

SQUARE FOOTAGE
RESTAURANT AREA
PORCH AREA
TOTAL UNDER ROOF

KINDOCH SCHEDULE									
NO.	INT.	SIZE	AREA	CONSTRUCTION	BY	DATE	CONTRACT	NO.	CONTRACT
1	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
2	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
3	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
4	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
5	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
6	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
7	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
8	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
9	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'
10	ALUMINUM	10'x10'	100	10'	10'	10'	10'	10'	10'



Suite B
404 W. Business
Loop
Bowie AZ, 85605

289 Square Footage

Beer + wine
Display + storage

Building
Entrance
+ Exit

Entrance
+ Exit
into Suite
B

Point of Sale
for Suite B

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

JJG

Applicant's initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) [Handwritten Signature], hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona

County of Cochise

On this 9 Day of August, 2017 before me personally appeared JEFFREY J GOODMAN

(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



ANGELA DIAZ
NOTARY PUBLIC, ARIZONA
COCHISE COUNTY
My Commission Expires
January 06, 2019

[Handwritten Signature]
Signature of NOTARY PUBLIC

A.R.S. §41-1030. Invalidity of rules not made according to this chapter, prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



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

AFFIDAVIT OF POSTING

Date of Posting: 8/23/17 Date of Posting Removal: 9/14/17

Applicant's Name: Goodman Jeffrey James
Last First Middle

Business Address: 404 W. Business Loop, Suite A Bowie 85605
Street City Zip

License #: 12023200

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles R. Cooper Code Compliance Officer 520-432-9270
Print Name of City/County Official Title Phone Number

Chas R Cooper 9-14-17
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: 08/23/2017

Application for License to Sell Alcoholic Beverages

Application for License to Sell Alcoholic Beverages

Application for License to Sell Alcoholic Beverages

Application for License to Sell Alcoholic Beverages

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Application for License to Sell Alcoholic Beverages

Application for License to Sell Alcoholic Beverages

08/23/2017

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W Business Loop, Suite B
Business Name: Rafter G Restaurant-Beer & Wine Store City/Zip: Bowie/85605
Liquor License #: 10023174 Parcel #: 302-14-059
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: EH Director
Signature: *Michael McGee* Date: 8/18/17
Contact phone: X8206 Email: mcmgee@cochise.az.gov

Return completed form with any attachments by: 8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

Restaurant/Hotel-Motel

Club/Government

Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W. Business Loop, Suite B
 Business Name: Rafter G Restaurant-Beer & Wine Store City/Zip: Bowie/85605
 Liquor License #: 10023174 Parcel #: 302-14-059
 Ownership Type: Limited Liability Company Liquor License Special Event Liquor License
 Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	GB – General Business
Use permitted by P&Z?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#:	17-00498
Date Permit Issued:	June 9, 2017	Use Permitted:	3,000 Sq Ft Restaurant w/Gift Shop
If use not permitted, is it LNC?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Year LNC Established:	N/A

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

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

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

The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores Title: Zoning Administrator
 Signature: Dora V Flores Date: August 23, 2017
 Contact phone: 520.432.9300 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W. Business Loop, Suite B
Business Name: Rafter G Restaurant-Beer & Wine Store City/Zip: Bowie/85605
Liquor License #: 10023174 Parcel #: 302-14-059
Ownership Type: Limited Liability Company Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

1. Comments: There have not been a significant number of incidents at the named location within five (5) years prior to the application.

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

Approval

Disapproval

No Recommendation

Name: Sam Farris

Title: Commander

Signature: 

Date: 08/17/2017

Contact phone: 520-432-9506

Email: sfarris@cochise.az.gov

Return completed form with any attachments by: 8.25.17

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Jeffrey James Goodman Address: 404 W. Business Loop, Suite B
Business Name: Rafter G Restaurant-Beer & Wine Store City/Zip: Bowie/85605
Liquor License #: 10023174 Parcel #: 302-14-059
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx Yes No

If not, please attach pertinent documentation.

Comments:

2016 taxes are paid in full

Name: Kathleen wilson Title: Tax specialist 1
Signature: Kathleen wilson Date: 9/13/2017
Contact phone: 520-432-8404 Email: kwilson@cochise.az.gov

Return completed form with any attachments by: 8.25.17

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017
Annual Maintenance Agreement for Voter Registration System
Submitted By: Heather Lopez, County Recorder
Department: County Recorder
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

NAME of PRESENTER: n/a
Mandated Function?: Federal or State Mandate

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: n/a
Source of Mandate or Basis for Support?: ARS 11-952

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Voter Registration Services and Support Intergovernmental Agreement (IGA) between the Arizona Secretary of State's Office (SOS) and Cochise County in the amount of \$12,859.78 for the period of July 1, 2017 through June 30, 2018.

Background:

The SOS and the County enter into this Agreement pursuant to A.R.S. §11-952. The services set forth in this Agreement will be provided in accordance with the Arizona Revised Statutes and the Arizona Administrative Code and good public administration practices.

Department's Next Steps (if approved):

Pay the service fee and send copy of IGA to the State.

Impact of NOT Approving/Alternatives:

The County will not have access to the State's voter registration services and support.

To BOS Staff: Document Disposition/Follow-Up:

Send two signed copies to the Recorder's Office and ask for one fully executed original.

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: 17/18

One-time Fixed Costs? (\$\$\$): \$12,859.78

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

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

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

Source of Funding?: HAVA Block Grant

Fiscal Impact & Funding Sources (if known):

This is a required cost that has to be paid for the State.

Attachments

Agreement



VOTER REGISTRATION SERVICES AND SUPPORT INTERGOVERNMENTAL AGREEMENT

This agreement (the "Agreement") is for the provision of services by the **OFFICE OF THE SECRETARY OF STATE** (hereinafter referred to as the "SOS") in support of **COCHISE COUNTY, ARIZONA** (hereinafter referred to as the "County"). The SOS and County hereby agree as follows:

1. The SOS entered into an agreement by and between the State of Arizona and Election Services & Software, Inc. ("ES&S") dated March 1, 2016 for software and software maintenance services as well as a substantially similar agreement between the same parties dated July 1, 2017 (collectively the "ES&S Agreements"). Copies of the ES&S Agreements are attached as Exhibits One and Two.
2. The County utilizes the goods and services provided by the ES&S Agreements and the people of COCHISE County receive a substantial benefit as a result of the Recorder being able to utilize the goods and services provided by the ES&S Agreements.
3. The SOS and the County have mutually determined that the County's fair share of all costs associated with the ES&S Agreements is \$12,859.78 per fiscal year for services rendered in fiscal year 2017 and fiscal year 2018.
4. As the County has paid in full the amount invoiced for services rendered under the ES&S Agreements for fiscal year ending June 30, 2017, the SOS agrees to waive payment by the County for services rendered under the ES&S Agreements for fiscal year ending June 30, 2018.
5. The SOS and the County enter into this Agreement pursuant to A.R.S. §11-952. The services set forth in this Agreement will be provided in accordance with the Arizona Revised Statutes and the Arizona Administrative Code and good public administration practices.
6. All parties shall comply with Executive Order 75-5, as amended by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
7. All parties shall comply with A.R.S. §23-214, which requires verification of employment eligibility through the e-verify program; economic development incentives for those that comply and requirements for a list to be provided quarterly to the United States SOS listing those employers who have adhered to the requirements.
8. All charges and expenditures created by this Agreement are subject to the availability of funds and it is expected that, if necessary, appropriate adjustments will be made by mutually agreed upon and executed written amendment to this Agreement.
9. Consistent with the Memorandum of Understanding entered into between the parties on October 24, 2011, attached as Exhibit Three, the parties will continue to cooperate as provided therein, including through the parties' agreement to the provisions of the VSC Bylaws, the VRAZ-II Enhancement Process, the VRAZ-II County Advisory Committee, and the VRAZ-II Help Desk SLA, and any updates thereto.

10. The laws of the State of Arizona shall govern the construction and interpretation of this agreement.
11. This Agreement is subject to the provisions of A.R.S. § 38-511 relating to conflicts of interest and § 12-1518 relating to the use of arbitration. Venue for any dispute shall be in Phoenix, Arizona.
12. Any amendments, including all requests for additional services, shall be in writing and signed by both parties to this Agreement.
13. This Agreement is in effect from **July 1, 2017 to June 30, 2018.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinbefore indicated.

COCHISE COUNTY

Ann English – Chairman
Board of Supervisors

Date: _____

ATTEST:

Arlethe Rios – Clerk of the Board

APPROVED AS TO FORM AND WITHIN THE AUTHORITY OF THE COUNTY:

Britt Hanson – Deputy County Attorney

STATE of ARIZONA

Secretary of State
Michele Reagan

DATE: _____

APPROVED AS TO FORM AND WITHIN THE AUTHORITY OF THE STATE:

Assistant Attorney General

Regular Board of Supervisors Meeting

Meeting Date: 10/10/2017
Approval of 2017 EMPG Sub-Grantee Agreement
Submitted By: Norm Sturm, Emergency Services
Department: Emergency Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2

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

TITLE of PRESENTER: ES Coordinator
Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve the 2017 Emergency Management Performance Grant (EMPG) Subgrantee Agreement in the amount of \$104,099 for the period of July 1, 2017 to June 30, 2018.

Background:

The EMPG Grant reimburses approximately 50% of the expenses incurred by the Office of Emergency Services. This grant is a pass-through Department of Homeland Security Grant. The State of Arizona as the primary grant recipient now requires all sub-grantees to sign a grant agreement. Approval of this standard grant agreement is required for the release of reimbursement funds for the 2017 grant year.

Department's Next Steps (if approved):

Once approved, two original signed copies of the agreement will be sent to Arizona Division of Emergency and Military Affairs. Grant reimbursement funds will then be released for July 2017 - June 2018.

Impact of NOT Approving/Alternatives:

If not approved, EMPG grant reimbursement will be denied by the State.

To BOS Staff: Document Disposition/Follow-Up:

Two (2) original signed copies to be returned to Norm Sturm for submission to DEMA.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 145107
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017/2018

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

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

County Match Required? (\$\$\$): 104,099

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 10,410

Source of Funding?: 100-3600

Fiscal Impact & Funding Sources (if known):

This grant requires a 50% match which is budgeted in the general fund.

Attachments

[2017 EMPG Grant Agreement](#)
[2017 EMPG Grant Award Letter](#)

SUBRECIPIENT AGREEMENT BETWEEN

Cochise County Office of Emergency Services

AND

The Arizona Department of Emergency and Military Affairs

FOR

Emergency Management Performance Grant - EMF-2017-EP-00008-S01

WHEREAS, A.R.S. § 41-4254 (6) charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to **Cochise County Office of Emergency Services** ("Subrecipient") under CFDA # 97.042 for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **July 1, 2017** and shall terminate on **June 30, 2018**. The obligations of Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT

Subrecipient shall provide the services for DEMA, and shall purchase the supplies and equipment for Subrecipient's use in conjunction with this Agreement as set forth in writing Subrecipient's grant application titled "EMPG FY17", a copy of which is attached as Exhibit III

- a) The FY 2017 EMPG covers eligible costs from **July 1, 2017 - June 30, 2018**. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. Allowable costs are defined in the FY 2017 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit III(a).
- b) All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three exercises run by either Subrecipient or DEMA in a 12 month period.
- c) Finance & Administration- DEMA will serve as the primary fiscal agent for all FFY 2017 EMPG funds.

- i) The FY 2017 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, *Title VI, sections 611(U)* and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.
- ii) The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR § 200.306. To meet matching requirements, Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

IV. MANNER OF FINANCING

DEMA shall:

a) Provide up to **\$104,099.00** to the Subrecipient for 50% of the costs associated with the services, supplies and equipment identified in Exhibit III. Subrecipient will provide the services required by part III of this Agreement and acquire the supplies and equipment identified therein for its own use, unless a change is agreed to as provided in part XII of this Agreement.

b) Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by DEMA, to be submitted by Subrecipient. A listing of acceptable documentation is attached as Exhibit IV(b). Payments by DEMA to Subrecipient will be contingent upon DEMA receiving complete documentation for each expenditure from Subrecipient.

Payment maybe contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards in OMB Circular A-110.

V. FISCAL RESPONSIBILITY

It is understood and agreed that all of the funds provided by DEMA to Subrecipient under this Agreement shall be used by Subrecipient only for items and services to be acquired by Subrecipient under this Agreement. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds directly to DEMA immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

Subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) If Subrecipient expends \$750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient is in compliance with all such requirements.
- b) Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

Subrecipient must comply with the EMPG FY 2017 NOFO, Office of Management and Budget (OMB) Circular's Code of Federal Regulations (CFR), and other Federal guidance including but not limited to:

- a) 2 CFR § 200.0-200.345 Uniform Administrative Requirements Subpart A-D, for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102)
- b) 2 CFR § 200.402-200.475 Subpart E – Cost Principles, Local & Indian Tribal Governments
- c) 2 CFR Part 200 Subpart E- §200.400-200.417 State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations.
- d) U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.fema.gov/authorized-equipment-list>
- e) 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- f) 28 CFR applicable to grants and cooperative agreements, including Part 11, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for

Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

- g) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) Implementation initiatives as outlined in the NOFO.

Environmental Planning and Historic Preservation

Subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of DEMA/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of Subrecipient and 2 CFR § 200.231, 200.326 & 200.323.

Contractors/Subcontractors

Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/NOFO and DHS Program Guidance. Subrecipient agrees and understands that no subcontract that Subrecipient

enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor which in the opinion of Subrecipient may result in litigation related in any way to the Agreement with DEMA.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/publications/saam>

Procurement

Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The Federal intent is that all Funds are awarded competitively. Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by DEMA.

Training and Exercise

Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the NOFO. All training must be approved through DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit within 90 days of completion of the exercise in question
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, and the DEMA Exercise Officer.

Nonsupplanting Agreement

Subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) Subrecipient warrants its compliance with all Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at DEMA's discretion, up to and including termination of this Agreement.
- c) DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations (CFRs). Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment acquired by Subrecipient under this Agreement shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to DEMA immediately.
- b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year. If the Capital Asset current value is equal to or greater than \$5,000 at the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.
- d) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be

included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form with the final reimbursement request form, or no more than **ninety (90) calendar days** after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than **forty-five (45) calendar days** after equipment disposition, if applicable.

- e) Upon submission of the final quarterly programmatic report Subrecipient must file with DEMA a copy of the Property Control Form. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years. (1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. (2) Adequate maintenance procedures must be developed to keep the property in good condition.

VIII. DEBARMENT CERTIFICATION

Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" Attached as Exhibit VIII.

IX. FUNDS MANAGEMENT

Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by Subrecipient shall include:

- a) Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA within fifteen (15) working days of the last day of the quarter in which services are provided. Subrecipient shall use the form provided by DEMA to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by DEMA. Subrecipient shall use the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit X(a). If a project

has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by DEMA. Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed. Upon request of DEMA, Subrecipient must provide to DEMA information necessary to meet any state or federal reporting requirements.

b) Quarterly Programmatic reports are due:

October 15(period July 1 – September 30)
January 15(period October 1– December 31)
April 15(period January 1 – March 31)
July 15(period April 1 – June 30) FINAL

Quarterly Financial Expenditure reports are due:

October 30(period July 1 – September 30)
January 30(period October 1– December 31)
April 30(period January 1 – March 31)
Aug 15(period April 1 – June 30) FINAL

d) Financial Reimbursements

Subrecipient shall provide DEMA with quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit X(d).

Subrecipient shall submit to DEMA a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **ninety (90) calendar days** after the end of the Agreement. Requests for reimbursement received by DEMA later than the ninety (90) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

DEMA requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process reimbursements. Subrecipient shall promptly provide DEMA with all such documents

All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part XXXVII, NOTICES, of this Agreement.

XI. **ASSIGNMENT AND DELEGATION**

Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of Subrecipient and DEMA.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of Subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period.

XIV. RIGHT TO ASSURANCE

If DEMA in good faith has reason to believe that Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, DEMA may demand in writing that Subrecipient give a written assurance of intent to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.

XV. CANCELLATION FOR CONFLICT OF INTEREST

DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time.

XVI. THIRD PARTY ANTITRUST VIOLATIONS

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

XVII. AVAILABILITY OF FUNDS

Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this part XVII, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

XVIII. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XIX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XX. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. In the event that the parties cannot resolve their dispute on an agreed-upon basis, either party may invoke arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees, attorneys' fees, and costs) to be allocated between the parties by the arbitrator. Both parties being sovereign entities, the parties agree that any litigation to enforce an arbitration award or for any other purpose shall be only in the U.S. District Court for the District of Arizona in Phoenix, Arizona as the proper forum for litigation between sovereign entities located in the State of Arizona. In the event that the parties becoming involved in litigation with each other for any reason in any other forum, both parties agree to have any claim(s) against the other resolved in arbitration on the terms set forth in this part XX.

XXI. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part XII of this Agreement; provided; however, that DEMA shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and

contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIII. RESTRICTIONS ON LOBBYING

Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXIV. LICENSING

Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXV. NON-DISCRIMINATION

Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of DEMA.

XXVIII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.

XXIX. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXX. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party

wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.

b) If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.

c) DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.

XXXI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIV. SPECIAL CONDITIONS

Subrecipient acknowledges that U.S. Department of Homeland Security and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

1. The copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and

2. Any rights of copy right to which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

XXXV. RECORD RETENTION

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

XXXVI. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Emergency & Military Affairs
5636 E. McDowell Rd
Phoenix, AZ 85008

**Cochise County Office of
Emergency Services
1415 Melody Lane Bldg G
Bisbee, AZ 85603**

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

Programmatic Coordinator
Diane Fernandez
Diane.Fernandez@azdema.gov
602-464-6268

Grants Coordinator (Fiscal)
Wendy Liebman
Wendy.Liebman@azdema.gov
602-267-2762

XXXVII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF
Cochise County Office of
Emergency Services**

**FOR AND BEHALF OF
Arizona Department of Emergency & Military Affairs**

Authorized Signature

Name & Title

Wendy Smith-Reeve, Director

Date

Date

4983525.5



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Michael T. McGuire
THE ADJUTANT GENERAL

September 18, 2017

Mr. Norm Sturm, Emergency Services Coordinator
Cochise County Office of Emergency Services
1415 Melody Lane Bldg G
Bisbee, AZ 85603

RE: FFY 2017 Emergency Management Performance Grant (EMPG)
Final Award Letter
Grant # EMF-2017-EP-00008-S01
CFDA # 97.042
Award Amount: **\$104,099.00**

Dear Mr. Sturm:

The Arizona Department of Emergency & Military Affairs, Division of Emergency Management is pleased to provide you with this Final Grant Award letter for the above referenced grant in the amount of **\$104,099.00**. Funds may be obligated and expended within the period of performance and in accordance with the EMPG grant guidelines, including a cost share of 50% Federal funds/50% Local funds on all eligible expenditures. The period of performance will be from **July 1, 2017 – June 30, 2018**.

To complete the award process, please sign and return two copies of the enclosed Sub-Recipient Agreement to the address listed below. DEMA will then return a fully-executed copy for you to retain with your files. We must have a fully-executed copy on file in our office prior to reimbursing any funds expended under this grant award.

Additionally, all expenditures made with grant funding must adhere to all federal regulations and requirements as outlined in the EMPG Notice of Funding Opportunity, as well as the DEMA EMPG FAQ document enclosed with this letter. As outlined in the guidance, each grant award will be monitored for both programmatic and fiscal compliance once per grant cycle. Please read the guidance document carefully and thoroughly to ensure your grant funds are expended in an authorized manner.

- Recipients that expend \$750,000 or more from all federal funding sources during the fiscal year are required to submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with the audit requirements will suspend the release of federal funds until complete.

- **Matching or Cost Sharing (Definition):** This means the value of the third party in-kind contributions and the portion of the cost of a Federally assisted project or program not borne by the Federal Government. All cost-sharing or matching funds claimed against a FEMA grant by State, local or Tribal governments must meet the requirements of the program guidance and/or program regulations, 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB CIRCULAR A-87), 2 CFR 200.306 and <https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part225.pdf>.
 - Each Sub-recipient will receive a worksheet to outline all eligible hard-match and soft-match activities and submit to DEMA for review and pre-approval. The activities must follow the EMPG program intent. You will be notified of any issues or concerns.

As a reminder, the quarterly Narrative Reports are due to the EMPG Program Coordinator within 15 days of the end of each calendar quarter and the Expenditure Reports along with all financial supporting documents are due to EMPG Finance Coordinator within 30 days of the end of each calendar quarter to receive reimbursement. Reports must have original signatures and should be mailed to the following address:

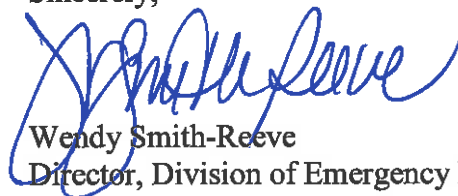
Arizona Department of Emergency & Military Affairs, Division of Emergency Management

Grants Administration Section
Diane Fernandez
EMPG Program Coordinator
5636 E McDowell Rd., Bldg 5101
Phoenix, AZ 85008

DEMA Resource Accounting/Finance
Wendy Liebman
EMPG Finance Coordinator
5645 E McDowell Rd, Bldg 5800
Phoenix, AZ 85008

Should you have any questions, please email Diane Fernandez at Diane.fernandez@azdema.gov or call 602-464-6268. We look forward to working with you and your staff in the coming year.

Sincerely,



Wendy Smith-Reeve
Director, Division of Emergency Management

Enclosure: Copy of 2017 EMPG Approved Application
2017 EMPG Sub-Recipient Agreement
Agreement Exhibit
Match Guidance Overview
FAQ Sheet
Program Performance Activity Report
Financial Reimbursement Form