



Cochise County Board of Supervisors

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ANN ENGLISH
Chairman
District 2

PATRICK G. CALL
Vice-Chairman
District 1

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, April 24, 2018 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 April 10, 2018.

County Sheriff

2. Approve Governor's Office of Highway Safety (GOHS) Contract 2018-CIOT-006, providing the Cochise County Sheriff's Office with \$6,000 to cover overtime expenses as well as employee related expenses to participate in the two week "Buckle Up Arizona... It's the Law" program from May 21, 2018 through June 3, 2018.

Finance

3. Approve demands and budget amendments for operating transfers.

Health & Social Services

4. Approve a Memorandum of Understanding (MOU) between Cochise County and the Douglas Unified School District #27 for the County to provide immunization services effective April 24, 2018 with automatic one year renewals.

Information Technology

5. Approve a License Agreement between the City of Douglas and Cochise County for County access to a tower and other information technology equipment on City of Douglas owned property located at 661 G Avenue, Douglas, Arizona for an indefinite time period or until the County determines otherwise.

PUBLIC HEARINGS

Community Development

6. Adopt Zoning Ordinance 18-04 approving Docket Z-18-04 amending certain zoning district boundaries from RU-4 (rural, one dwelling per four acres) to RU-2 (rural, one dwelling per two acres), pursuant to the application of Sylvia Vicencio.

ACTION

Board of Supervisors

7. Elect _____ as Chairman of the Board of Supervisors, effective May 1, 2018.
8. Elect _____ as Vice-Chairman to the Board of Supervisors, effective May 1, 2018.

Community Development

9. Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista to provide building code plan review and inspection services effective immediately for a one year term with automatic one year renewals thereafter.

Health & Social Services

10. Approve the Arizona Department of Health Services IGA contract #ADHS19-197763 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the annual amount of \$36,000, effective July 1, 2018 and ending June 30, 2023.

STATE & FEDERAL LEGISLATION

11. Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

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: 04/24/2018

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** 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 April 10, 2018.

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:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount 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, April 10, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, April 10, 2018 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; Christine Roberts, Civil Deputy County
Present: Attorney; Arlethe G. Rios, Clerk of the Board

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

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman English opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

Ms. Alice Novoa, County resident, addressed the Board on her concerns regarding the nation's safety and protection.

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.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 27, 2018.

Court Administration

2. Approve a proclamation to proclaim May 1, 2018 as Law Day in Cochise County.

3. Approve re-appointment of Justice Court Precinct Five Pro Tempore, Gary W. Ramaeker, appointment of Nathaniel Scott Redmon and the re-appointment of Gerald F. Till, Paul Julien, C.J. Garan and Pamela Housh as county-wide Justices of the Peace Pro Tempore for emergency or temporary coverage, both pursuant to ARS 22-121; and approve authorization to call upon an appropriately-appointed Justice of the Peace Pro Tempore from another county in extenuating circumstances pursuant to ARS 22-122 for the period beginning July 1, 2018 to and including June 30, 2019.

Finance

4. Approve demands and budget amendments for operating transfers. Warrants Nos. 24746-25025 were issued in the amount of \$1,037,948.48.

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

Housing Authority

5. Adopt Resolution 18-05 adopting AZ034 the streamlined annual and Section 8 Housing Choice Voucher Administrative Plans for fiscal year 2018.

Vice-Chairman Call moved to approve items 1-5 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

6. Adopt Resolution 18-03 establishing Linda Vista Lane as a Declared County Highway.

Ms. Teresa Murphy, Right-of-Way Agent, presented this item using a PowerPoint presentation. Ms. Murphy gave the background, showed a map of the area, discussed the current status of the road, and noted that all the citizens in the area had signed over the right-of-way needed for no cost to assist the process of making this a county maintained road.

Chairman English opened the public hearing.

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

Supervisor Judd moved to adopt Resolution 18-03 establishing Linda Vista Lane as a Declared County Highway. Vice-Chairman Call seconded the motion.

Chairman English stated that this was in her district and that she would use some of her discretionary funding to help solve the flooding issues in the area.

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

ACTION

Board of Supervisors

7. Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.

Ms. Rios presented this item. She said that there had been one bid received for one parcel for a total sale of \$225 (\$150 for the bid and \$75 for the administrative fee). She added that the bid was below the minimum and the bidder had cited an unattractive parcel location and the positive impact of getting the parcel back on the tax rolls.

Vice-Chairman Call moved to approve the over-the-counter sales of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees. Supervisor Judd seconded the motion.

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

County Attorney

8. Adopt Resolution 18-04 to approve retention of outside counsel to represent Cochise County in the Opioid Multi District Litigation.

Ms. Christine Roberts, Deputy County Attorney, presented this item. She said this was a follow up from the March 27, 2018 special meeting where Mr. McIntyre recommended that the Board approve the retention of outside counsel to represent the County in the opioid litigation.

Chairman English asked if there were any associated costs.

Ms. Roberts said that there were no costs to the County and that the firm would only collect funds if they won the case.

Supervisor Judd moved to adopt Resolution 18-04 to approve retention of outside counsel to represent Cochise County in the Opioid Multi District Litigation. Vice-Chairman Call seconded the motion.

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

Housing Authority

9. Approve the disposal of surplus equipment to the Arizona@Work - Southeastern Arizona region to use in workforce solution initiatives in Cochise County through Cochise County's original Southeast Arizona Workforce Investment Area Consortium Agreement.

Ms. Anita Baca, Housing Director, presented this item. Ms. Baca gave the background of the request and benefits of this disposal.

Vice-Chairman Call moved to approve the disposal of surplus equipment to the Arizona@Work - Southeastern Arizona region to use in workforce solution initiatives in Cochise County through Cochise County's original Southeast Arizona Workforce Investment Area Consortium Agreement. Supervisor Judd seconded the motion.

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

STATE & FEDERAL LEGISLATION

10. Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

The Board had no discussion.

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

Mr. Gilligan stated that the Southeastern Arizona Communications Center Board would be holding interviews for the Executive Director position on April 30, 2018.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be meeting with Mike Hyatt, Naco Border Patrol Station Agent in Charge; attending the Hereford Natural Resource Conservation District (NRCD) meeting, Southeast Arizona Contractors Association (SACA) luncheon, and the Sierra Vista Economic Development Luncheon.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd said she would be attending the annual meetings in Willcox and Benson for the Sulphur Springs Valley Electric Cooperative and commented on the citizens of Willcox obtaining a possible grant to build a nursing home.

Chairman English adjourned the meeting at 10:24 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

C Co. Demands 4.10.18

24627	03/22/2018	A-1 Shredding	\$1,896.00	24704	03/22/2018	Mendez, Ryan Nicklas	\$100.00
24628	03/22/2018	ACE Hardware	\$9.60	24705	03/22/2018	Metzger, John	\$488.00
24629	03/22/2018	Altamirano, Jerikah R.	\$51.66	24706	03/22/2018	Miller, Carmen J.	\$47.84
24630	03/22/2018	Amazon.com LLC	\$544.03	24707	03/22/2018	Mortensen, Cynthia	\$42.01
24631	03/22/2018	AMCS Group Inc.	\$2,345.00	24708	03/22/2018	Motorola Solutions Inc	\$7,204.03
24632	03/22/2018	Anderson, Steven James	\$250.00	24709	03/22/2018	Murphy, Cindy	\$84.03
24633	03/22/2018	Andrew, Kathryn M	\$325.00	24710	03/22/2018	Pluralsight, LLC	\$1,640.72
24634	03/22/2018	AZ Daily Star (The)	\$571.90	24711	03/22/2018	Portable Computer Systems, Inc.	\$2,356.40
24635	03/22/2018	AZ Department of Corrections	\$874.35	24712	03/22/2018	Prudential Overall Supply	\$597.63
24636	03/22/2018	AZ Department of Environmental Quality	\$5,000.00	24713	03/22/2018	Purcell Tire & Rubber Company	\$3,739.97
24637	03/22/2018	AZ State Land Department	\$351.64	24714	03/22/2018	Reed, Cynthia - Court Reporter	\$551.60
24638	03/22/2018	AZ State Prison Complex	\$8,191.76	24715	03/22/2018	Rescue Phone, Inc	\$22,985.00
24639	03/22/2018	AZ Truck Accessories LLC	\$2,660.22	24716	03/22/2018	Reyes, Robert A	\$103.33
24640	03/22/2018	Aztec Welding Supply Company	\$526.01	24717	03/22/2018	Richardsons Remembrance Center	\$3,030.00
24641	03/22/2018	Baker & Taylor, LLC	\$309.47	24718	03/22/2018	RWC International, LTD	\$453,290.90
24642	03/22/2018	Baldenegro, Ricardo J.	\$86.43	24719	03/22/2018	San Diego Police Equip. Co	\$3,188.88
24643	03/22/2018	Banner-Univ. Med. Center South Campus LLC	\$229.00	24720	03/22/2018	Senergy Petroleum LLC	\$60,555.84
24644	03/22/2018	Banner-Univ. Physicians Healthcare, Inc.	\$1,625.00	24721	03/22/2018	Shoemaker, Brad	\$425.00
24645	03/22/2018	Becker, Grace	\$90.33	24722	03/22/2018	Sierra Hearing Center	\$57.52
24646	03/22/2018	Bisbee NAPA	\$562.18	24723	03/22/2018	Sierra Vista NAPA	\$935.52
24647	03/22/2018	Bisbee, City of (Ambulance)	\$2,364.18	24724	03/22/2018	Simmons, Frances Fitzhugh	\$175.00
24648	03/22/2018	Blackstone Audio, Inc.	\$47.00	24725	03/22/2018	Snyder, Gregg A	\$160.00
24649	03/22/2018	Brauchla, Gary	\$62.10	24726	03/22/2018	Southern AZ Rad Associates LLC	\$50.44
24650	03/22/2018	Brown-Page Mortuary, Inc.	\$650.00	24727	03/22/2018	Southwestern Scale Company, Inc.	\$1,014.04
24651	03/22/2018	Cable One	\$160.29	24728	03/22/2018	Sulphur Springs Valley Electric Coop., Inc.	\$1,395.20
24652	03/22/2018	Call, Pat Gerard	\$82.99	24729	03/22/2018	Tarrant County	\$440.00
24653	03/22/2018	Canyon Vista Med. Center	\$18,036.00	24730	03/22/2018	The Law Offices of Michael Ira Asen, P.C.	\$120.84
24654	03/22/2018	Cengage Learning, Inc.	\$156.58	24731	03/22/2018	Tyler Technologies, Inc.	\$11,587.50
24655	03/22/2018	Center for Academic Success	\$297.00	24732	03/22/2018	USA Forensic, LLC	\$2,500.00
24656	03/22/2018	CenturyLink	\$3,684.34	24733	03/22/2018	Valley Telephone Coop., Inc.	\$296.13
24657	03/22/2018	CenturyLink	\$142.00	24734	03/22/2018	Valley Telephone Coop., Inc.	\$217.13
24658	03/22/2018	CenturyLink	\$66.29	24735	03/22/2018	Walker, Margot	\$100.00
24659	03/22/2018	CenturyLink	\$61.18	24736	03/22/2018	Watkins, Nathan F.	\$24.84
24660	03/22/2018	CenturyLink	\$30.26	24737	03/22/2018	Waxie Sanitary Supply	\$966.25
24661	03/22/2018	Chiricahua Community Health Centers, INC	\$277.90	24738	03/22/2018	Western Emulsion, Inc	\$10,469.36
24662	03/22/2018	Cintas Corp. No. 445	\$214.57	24739	03/22/2018	Wick Communications	\$36.40
24663	03/22/2018	CIOX Health, LLC	\$14.78	24740	03/22/2018	Willcox Auto Parts Inc.	\$241.66
24664	03/22/2018	City of Sierra Vista	\$965.66	24741	03/22/2018	Willcox, City of	\$23,491.50
24665	03/22/2018	Clear Springs Utility, Inc.	\$136.50	24742	03/22/2018	Zumar Industries, Inc.	\$1,633.04
24666	03/22/2018	CLIA Laboratory Program	\$200.00	24743	03/22/2018	Banning Creek Enterprises, LLC	\$14,784.00
24667	03/22/2018	Cloud, Shelly R.	\$250.00	24744	03/22/2018	Brown & White Inc	\$11,456.95
24668	03/22/2018	Creative Communications Sales & Rentals, Inc.	\$16,158.59	24745	03/22/2018	Traywick, Catherine Lynn	\$955.57
24669	03/22/2018	Creative Culture Insignia, LLC	\$938.70	24746	03/27/2018	Amazon.com LLC	\$324.24
24670	03/22/2018	CRM of America LLC	\$4,305.25	24747	03/27/2018	AZ Machinery Company, LLC dba Stotz Equip.	\$310.83
24671	03/22/2018	Crowell, Patricia	\$28.62	24748	03/27/2018	AZ Supreme Court	\$275.00
24672	03/22/2018	Culligan of Tucson	\$395.75	24749	03/27/2018	Arnold Machinery Company	\$81.39
24673	03/22/2018	Curfman Storage, LLC	\$200.00	24750	03/27/2018	Baker & Taylor, LLC	\$590.81
24674	03/22/2018	Deneke, Buffy	\$439.60	24751	03/27/2018	Benson, City of	\$611.81
24675	03/22/2018	DePew, Kimberly A.	\$27.27	24752	03/27/2018	Bisbee NAPA	\$872.85
24676	03/22/2018	Diamondback Police Supply Co	\$535.86	24753	03/27/2018	Blackstone Audio, Inc.	\$127.74
24677	03/22/2018	Douglas, City of	\$6,417.20	24754	03/27/2018	Cameron Udall Attorney At Law	\$6,400.00
24678	03/22/2018	Duffie, Nicholas A	\$14.25	24755	03/27/2018	CenturyLink	\$30.84
24679	03/22/2018	Edie, Patricia Ann	\$38.18	24756	03/27/2018	CenturyLink	\$30.72
24680	03/22/2018	Empire Southwest LLC	\$10,279.31	24757	03/27/2018	Chastain, Jacquelyn	\$360.00
24681	03/22/2018	Environmental Science Corp. Lab Sciences	\$697.00	24758	03/27/2018	Cochise Private Industry Council, Inc.	\$50,629.00
24682	03/22/2018	Fester & Chapman P.C.	\$10,535.00	24759	03/27/2018	Cochise Private Industry Council, Inc.	\$50,486.00
24683	03/22/2018	Flores, Federico V.	\$275.00	24760	03/27/2018	Demco Inc.	\$28.59
24684	03/22/2018	Frazzitta, Anthony	\$25.00	24761	03/27/2018	Emily Danies Attorney at Law LLC	\$1,225.00
24685	03/22/2018	Garden Canyon Towing, LLC	\$846.00	24762	03/27/2018	Empire Southwest LLC	\$6,142.89
24686	03/22/2018	Granite Construction Company	\$10,547.72	24763	03/27/2018	EZ-Liner Industries	\$691.71
24687	03/22/2018	Greene, Patrick K.	\$33.91	24764	03/27/2018	Flores, Juan P	\$1,883.80
24688	03/22/2018	Gregan, Wayne	\$32.83	24765	03/27/2018	Gregan & Associates	\$2,400.00
24689	03/22/2018	Hancock, Charles	\$39.42	24766	03/27/2018	Griffith, David Bruce	\$6,800.00
24690	03/22/2018	Hodges Glass Co Inc	\$1,132.28	24767	03/27/2018	John William Lovell, PC	\$1,115.00
24691	03/22/2018	Hubble, Anthony D	\$250.00	24768	03/27/2018	Kelly, Peter A.	\$17,589.20
24692	03/22/2018	Hulsey, Ellen	\$500.00	24769	03/27/2018	Kuttner, Barbara L	\$11.34
24693	03/22/2018	Isom, Anthony	\$200.00	24770	03/27/2018	Law Office of Janelle A. McEachern	\$2,577.60
24694	03/22/2018	J2 Technology Solutions LLC	\$43,584.16	24771	03/27/2018	Law Office of Joan M Sacramento	\$5,600.00
24695	03/22/2018	Jackson, Noble	\$42.00	24772	03/27/2018	Law Office of Sarah Michele Martin	\$4,900.00
24696	03/22/2018	JWS Web Design LLC	\$500.00	24773	03/27/2018	Law Office of Stephanie C. Stoltman	\$1,200.00
24697	03/22/2018	Keefe Commissary Network, LLC	\$3,172.86	24774	03/27/2018	Law Offices of Christopher Hitchcock	\$112.50
24698	03/22/2018	Kurtak, Leslie	\$50.00	24775	03/27/2018	Law Offices of Harriette P Levitt, PLLC	\$1,205.00
24699	03/22/2018	Language Line Services, Inc.	\$51.75	24776	03/27/2018	Lowell A. Jensen, PLLC	\$2,755.00
24700	03/22/2018	Laughlin, James T.	\$200.00	24777	03/27/2018	Manch Law Firm PLLC	\$11,679.70
24701	03/22/2018	Law Office of Joan M Sacramento	\$700.00	24778	03/27/2018	McGowan, Mark J.	\$8,950.00
24702	03/22/2018	Lawley Motors LLC	\$4,155.73	24779	03/27/2018	Nyander, Penny Sue	\$459.20
24703	03/22/2018	Martzke, James F.	\$67.50	24780	03/27/2018	O'Rielly Chevrolet, Inc.	\$20.74

24781	03/27/2018	Palmer Law Group, PLLC	\$2,400.00	24859	03/29/2018	Sparkletts	\$69.62
24782	03/27/2018	Prudential Overall Supply	\$183.43	24860	03/29/2018	St. Clair, Kate M	\$1,011.64
24783	03/27/2018	Pueblo del Sol Water Company	\$224.43	24861	03/29/2018	Stamback Septic Service	\$611.50
24784	03/27/2018	Purcell Tire & Rubber Company	\$2,617.41	24862	03/29/2018	State of Oregon Judicial Department	\$12.00
24785	03/27/2018	Robert J. Zohlmann, Esq.	\$2,200.00	24863	03/29/2018	Stericycle Inc.	\$235.57
24786	03/27/2018	Rothrock Investigations, LLC	\$853.21	24864	03/29/2018	Sulphur Springs Valley Electric Coop., Inc.	\$1,048.10
24787	03/27/2018	RWC International, LTD	\$1,360.97	24865	03/29/2018	Sulphur Springs Valley Electric Coop., Inc.	\$2,316.00
24788	03/27/2018	Schlesinger, Aaron	\$3,068.80	24866	03/29/2018	Sulphur Springs Valley Electric Coop., Inc.	\$1,033.57
24789	03/27/2018	Senergy Petroleum LLC	\$12,950.17	24867	03/29/2018	Thompson, Shane	\$4,000.00
24790	03/27/2018	Southwest Gas Corp.	\$264.57	24868	03/29/2018	Waxie Sanitary Supply	\$1,339.62
24791	03/27/2018	Sulphur Springs Valley Electric Coop., Inc.	\$315.93	24869	03/29/2018	WIST Office Products Co	\$68.38
24792	03/27/2018	Sulphur Springs Valley Electric Coop., Inc.	\$377.01	24870	03/29/2018	Yavapai County Education Service Agency	\$3,500.00
24793	03/27/2018	The Law Office of Christopher W. Caine	\$2,200.00	24871	03/29/2018	Munoz, Patricia G	\$77.04
24794	03/27/2018	The W Law Firm PLLC	\$7,965.60	24872	03/29/2018	Unkar LLC	\$59.09
24795	03/27/2018	Thorn Law Office	\$3,021.70	24873	04/03/2018	ACE Hardware	\$135.52
24796	03/27/2018	Waterman, David M	\$1,200.00	24874	04/03/2018	ADW Communications Services, Inc.	\$87,065.75
24797	03/27/2018	Willcox Auto Parts Inc.	\$291.24	24875	04/03/2018	AZ Department of Corrections	\$1,620.00
24798	03/27/2018	Guardian Tax AZ LLC	\$18.63	24876	04/03/2018	AZ Department of Corrections	\$124.00
24799	03/27/2018	K-Mart	\$133.00	24877	04/03/2018	AZ Department of Transportation	\$2,141.81
24800	03/27/2018	Moton, David	\$14.00	24878	04/03/2018	AZ Emergency Products, Inc.	\$1,436.77
24801	03/27/2018	Pima County Community College	\$23.78	24879	04/03/2018	AZ State Forestry Division	\$12,120.93
24802	03/27/2018	Sulphur Springs Valley Electric Coop., Inc.	\$61.00	24880	04/03/2018	AZ State Prison Complex	\$3,658.01
24803	03/27/2018	Swartz, Richard M	\$3,635.81	24881	04/03/2018	AZ Water Company	\$207.61
24804	03/29/2018	Cochise County/Sheakley/National Bank	\$8.34	24882	04/03/2018	Athens Technical Specialists, Inc. (ATSI)	\$29,088.49
24805	03/29/2018	ECMC	\$286.57	24883	04/03/2018	B & D Lumber and Hardware	\$235.51
24806	03/29/2018	Ewing & Ewing Attorneys	\$238.93	24884	04/03/2018	Big Tow, The	\$206.00
24807	03/29/2018	General Revenue Corp.	\$313.55	24885	04/03/2018	Bisbee NAPA	\$1,187.46
24808	03/29/2018	Internal Revenue Service	\$88.20	24886	04/03/2018	Blue 360 Media, LLC	\$1,446.07
24809	03/29/2018	U.S. Department of Education	\$180.52	24887	04/03/2018	Boone, Rhonda R	\$5.48
24810	03/29/2018	AZ Department of Corrections	\$899.79	24888	04/03/2018	Borquez, Carlos	\$100.00
24811	03/29/2018	AZ Department of Corrections ASPC-Tucson	\$44.65	24889	04/03/2018	Buonocore, Kathleen Marie	\$28.08
24812	03/29/2018	AZ Magistrates Assoc.	\$50.00	24890	04/03/2018	CDW LLC	\$2,674.00
24813	03/29/2018	AZ Public Service - APS	\$23,820.65	24891	04/03/2018	CenturyLink	\$2,285.18
24814	03/29/2018	AZ Public Service - APS	\$2,023.74	24892	04/03/2018	CenturyLink	\$6,139.23
24815	03/29/2018	AZ Supreme Court	\$275.00	24893	04/03/2018	CenturyLink	\$702.94
24816	03/29/2018	AZ Supreme Court	\$5,018.00	24894	04/03/2018	CenturyLink	\$60.52
24817	03/29/2018	AZ Water Company	\$4,477.38	24895	04/03/2018	Cochise County Justice Court #2	\$25.00
24818	03/29/2018	Banning Creek Enterprises, LLC	\$7,392.00	24896	04/03/2018	Cochise County Sheriff's Department	\$1,447.45
24819	03/29/2018	BI Incorporated	\$793.67	24897	04/03/2018	Cool Dreams Window Tinting	\$540.00
24820	03/29/2018	Bob Barker Company, Inc.	\$563.36	24898	04/03/2018	Copper Queen Community Hospital	\$643.00
24821	03/29/2018	Butler, Steven R	\$64.24	24899	04/03/2018	Deneke, Buffy	\$881.30
24822	03/29/2018	CenturyLink	\$24.67	24900	04/03/2018	Direct TV	\$70.62
24823	03/29/2018	CenturyLink	\$63.34	24901	04/03/2018	EI Dorado Benson LLC	\$10.00
24824	03/29/2018	CenturyLink	\$31.67	24902	04/03/2018	Federal Express Corp.	\$62.72
24825	03/29/2018	CenturyLink	\$61.44	24903	04/03/2018	Fisher Sand & Gravel	\$113,297.76
24826	03/29/2018	CenturyLink	\$123.62	24904	04/03/2018	Flores, Juan P	\$350.00
24827	03/29/2018	Cintas Fire Protection	\$8,513.09	24905	04/03/2018	Geodesy	\$38,850.00
24828	03/29/2018	Cochise Private Industry Council, Inc.	\$58,050.00	24906	04/03/2018	Granite Construction Company	\$9,441.96
24829	03/29/2018	Colette Root/San Pedro Valley HS	\$76.02	24907	04/03/2018	Honeman, Van G.	\$599.00
24830	03/29/2018	Cook's Direct, Inc. dba Cook's Correctional	\$2,667.11	24908	04/03/2018	Industrial Metal Supply Co.	\$9,989.90
24831	03/29/2018	Copygraphix Inc.	\$120.00	24909	04/03/2018	Interstate Battery	\$466.44
24832	03/29/2018	Costello, Richard	\$190.17	24910	04/03/2018	J&J SV Enterprises Inc. DBA Batteries Plus	\$2,073.91
24833	03/29/2018	County Supervisors Assoc.	\$132.29	24911	04/03/2018	Janson, Jeremy	\$100.00
24834	03/29/2018	CRM of America LLC	\$2,768.98	24912	04/03/2018	JE Fuller Hydrology & Geomorphology, Inc.	\$24,901.52
24835	03/29/2018	Environmental Science Corp. Lab Sciences	\$697.00	24913	04/03/2018	JWS Web Design LLC	\$1,000.00
24836	03/29/2018	Federal Express Corp.	\$85.89	24914	04/03/2018	Keefe Commissary Network, LLC	\$3,260.41
24837	03/29/2018	Fredrickson, Kristina	\$156.20	24915	04/03/2018	L3 Security & Detection Systems Inc	\$4,100.00
24838	03/29/2018	Hana Tokyo	\$320.00	24916	04/03/2018	Merle's Automotive Supply	\$2,437.92
24839	03/29/2018	Hill Brothers Chemical Co.	\$845.08	24917	04/03/2018	Mundt, Lester Eugene	\$14.04
24840	03/29/2018	Jimenez, Elizabeth Sarah	\$1,462.50	24918	04/03/2018	NI Government Services Inc	\$442.36
24841	03/29/2018	Kuttner, Ludwig G.	\$20.90	24919	04/03/2018	O'Rielly Chevrolet, Inc.	\$1,659.18
24842	03/29/2018	Martinez, Ernesto	\$271.60	24920	04/03/2018	Prudential Overall Supply	\$139.75
24843	03/29/2018	Merideth, James	\$100.00	24921	04/03/2018	Reed, Cynthia - Court Reporter	\$137.20
24844	03/29/2018	Morgan, J. Michael Ph. D.	\$1,475.00	24922	04/03/2018	Safelite Autoglass Corp.	\$670.98
24845	03/29/2018	Norment Security Group Inc.	\$900.00	24923	04/03/2018	Schlesinger, Aaron	\$1,554.00
24846	03/29/2018	Occup. Health Centers of the Southwest, P.A.	\$286.00	24924	04/03/2018	Senergy Petroleum LLC	\$13,309.01
24847	03/29/2018	Perry, Jensen	\$100.00	24925	04/03/2018	SoundOff Signal	\$809.74
24848	03/29/2018	Pitney Bowes, Inc.	\$138.10	24926	04/03/2018	Southeast AZ Legal Support (SEALS)	\$4,628.25
24849	03/29/2018	PlusOne Services	\$558.75	24927	04/03/2018	Sparkletts	\$64.79
24850	03/29/2018	Powers Safety Services LLC	\$750.00	24928	04/03/2018	Stericycle Inc.	\$1,220.70
24851	03/29/2018	Prudential Overall Supply	\$51.64	24929	04/03/2018	Sulphur Springs Valley Electric Coop., Inc.	\$145.25
24852	03/29/2018	QT Petroleum on Demand LLC	\$1,695.00	24930	04/03/2018	The Bisbee Observer LLC	\$197.71
24853	03/29/2018	RevolutionaryText, LLC	\$5.50	24931	04/03/2018	Total Equip. Service and Engineering LLC	\$1,464.17
24854	03/29/2018	Robertson, Bonita Shirley	\$20.00	24932	04/03/2018	TransUnion Risk and Alternative Data Solutions	\$25.00
24855	03/29/2018	Snyder, Deanna J.	\$100.00	24933	04/03/2018	Trinity Services Group, Inc.	\$34,813.60
24856	03/29/2018	SourceHOV	\$52,455.14	24934	04/03/2018	Valley Telephone Coop., Inc.	\$174.74
24857	03/29/2018	Southeastern AZ Contractors Assoc. (SACA)	\$18.00	24935	04/03/2018	VCA Apache Animal Hospital	\$408.77
24858	03/29/2018	Southwest Gas Corp.	\$728.29	24936	04/03/2018	W W Grainger Inc	\$169.97

24937	04/03/2018	W. R. Ryan Company	\$18,034.04
24938	04/03/2018	Watson Chevrolet Inc	\$1,611.14
24939	04/03/2018	Waxie Sanitary Supply	\$1,704.75
24940	04/03/2018	Wells, Doris K.	\$1,015.00
24941	04/03/2018	Willcox Auto Parts Inc.	\$740.69
24942	04/03/2018	Willcox, City of	\$143.70

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018

Buckle Up Arizona GOHS Grant

Submitted By: Tod Linendoll, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Tod Linendoll

TITLE of PRESENTER: Sergeant

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Governor's Office of Highway Safety (GOHS) Contract 2018-CIOT-006, providing the Cochise County Sheriff's Office with \$6,000 to cover overtime expenses as well as employee related expenses to participate in the two week "Buckle Up Arizona... It's the Law" program from May 21, 2018 through June 3, 2018.

Background:

Motor vehicle collisions continue to be the leading cause of death, injury, and property damage in Arizona and the United States. A number of factors contribute to the risk of collisions including: vehicle design, speed of operation, road design, road environment, driver skill and/or impairment, and driver behavior. The human factor that has consistently been identified in reducing collisions and minimizing their effects is the consistent use of seat belts and child safety seats. This grant is valued at \$6,000.00 as provided by the Governor's Office of Highway Safety. It should be noted that Assistant County Attorney, Britt Hanson has reviewed and approved of this contract.

Department's Next Steps (if approved):

If approved, the funds will be deployed in a manner consistent with the grant requirements in support of the Buckle Up Az campaign, with overtime and employee related expenses being covered.

Impact of NOT Approving/Alternatives:

If not approved, the Cochise County Sheriff's Office will not be able to deploy resources in support of the Buckle Up AZ campaign, as the budget and standard staffing levels will not permit.

To BOS Staff: Document Disposition/Follow-Up:

Please return two contracts with original signatures as provided.

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

2018 Click It or Ticket Contract

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.616

1. APPLICANT AGENCY Cochise County Sheriff's Office	GOHS CONTRACT NUMBER 2018-CIOT-006	
ADDRESS 205 N. Judd Drive, Bisbee, Arizona 85603	PROGRAM AREA 405b	
2. GOVERNMENTAL UNIT Cochise County	AGENCY CONTACT Sean Gijanto	
ADDRESS 205 N. Judd Drive, Bisbee, Arizona 85603	3. PROJECT TITLE Buckle Up Arizona Enforcement Campaign (CIOT)	
4. GUIDELINES 405b – Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 21, 2018 through June 3, 2018 to enhance seat belt and child safety seat usage throughout the Cochise County.		
6. BUDGET COST CATEGORY	Project Period FY 2018	
I. Personnel Services	\$4,286.00	
II. Employee Related Expenses	\$1,714.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$6,000.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 06-03-18
CURRENT GRANT PERIOD	FROM: 05-21-18	TO: 06-03-18
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$6,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 952 vehicle occupants (driver/passenger) fatalities in 2016, of which 333 (35%) were unrestrained. Children under the age of five accounted for 11 passenger fatalities in 2016, of which 3 (27%) were unrestrained.

In 2017, seat belt usage in Arizona reached **86.1%**, a decrease of **1.9%** since 2016. The noted decrease is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2013 through 2017 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2013	2014	2015	2016	2017
Total Front Seat Occupants Seat Belt Use	84.7%	87.2%	86.6%	88.0%	86.1%
All Drivers Seat Belt Use	84.7%	87.1%	87.1%	88.2%	86.1%
Front Seat Passenger Seat Belt Use	84.0%	87.7%	84.8%	87.3%	86.0%
Children Safety Restraint Use	N/A	N/A	N/A	N/A	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1 year old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently exceeded the national average seat belt usage rate of 87% in 2014
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona... It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **May 21, 2018 through June 3, 2018**.

The purpose of the campaign is for the Cochise County Sheriff's Office to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Cochise County Sheriff's Office will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Cochise County Sheriff's Office is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Cochise County Sheriff's Office shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Cochise County Sheriff's Office is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities
- The Cochise County Sheriff's Office shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Cochise County Sheriff's Office shall submit a Final Enforcement Summary Report to GOHS no later than **June 8, 2018**.
- The Cochise County Sheriff's Office shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 15, 2018**.
- **The Cochise County Sheriff's Office shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency**

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Cochise County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 21, 2018 through June 3, 2018

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Dannels, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Sean Gijanto, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted. Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 8, 2017**, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 15, 2018**, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 3, 2018 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$4,286.00
II.	Employee Related Expenses	\$1,714.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS **\$6,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of **\$6,000.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: SHELLEY RITENOUR

Title: ADMINISTRATIVE ASSISTANT

Telephone Number: 520.432.9527 Fax Number: 520.432.3517

E-mail Address: SRITENOUR@COCHISE.AZ.GOV

2. Agency's Fiscal Contact:

Name: REA ANNE SERVA

Title: ADMINISTRATIVE MANAGER

Telephone Number: 520.432.9515 Fax Number: 520.432.3517

E-mail Address: RSERVA@COCHISE.AZ.GOV

Federal Identification Number: 86.6000398

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

COCHISE COUNTY SHERIFFS OFFICE
(Agency)

205 N. JUDD DRIVE
(Address)

BISBEE, AZ 85603
(City, State, Zip Code)

4. DUNS Number:

179281282
(DUNS #)

CCSO 205 N. Judd Drive. Bisbee, AZ 85603
(Registered Address & Zip Code)

GOHS Highway
Safety Contract

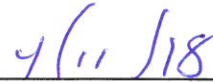
Cochise County Sheriff's Office

2018-CIOT-006

Approved as to form and authority to enter into Agreement:



Britt W. Hanson, Legal Counsel for Grantee



Date

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Mark Dannels, Sheriff
Cochise County Sheriff's Office



04/13/18 520-432-9505
Date Telephone

Signature of Authorized Official of Governmental Unit:

Ann English, Chariman
Cochise County

Date Telephone

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve 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: 04/24/2018

Memorandum of Understanding for immunizations with Douglas Unified School District

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: **Recommendation:** Approve

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

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

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** 36-673

Information

Agenda Item Text:

Approve a Memorandum of Understanding (MOU) between Cochise County and the Douglas Unified School District #27 for the County to provide immunization services effective April 24, 2018 with automatic one year renewals.

Background:

The parties believe that providing immunizations to children at school sites will provide a necessary service to children who are otherwise unable to get immunized for a variety of reason, including transportation, travel costs, and/or distance.

This service is in alignment with other immunization clinics provided countywide annually and will not materially impact expenses.

Department's Next Steps (if approved):

Send fully executed copies of MOU to DUSD administration and Carrie Langley, Health & Social Services.

Impact of NOT Approving/Alternatives:

The immunization service will not be provided for DUSD students.

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

Attachments

MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND DOUGLAS UNIFIED SCHOOL DISTRICT #27**

This Memorandum of Understanding (also referred to as “agreement”) is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as “County” and Douglas Unified School District #27 hereinafter referred to as “District”. The County and District are collectively referred to herein as “parties”.

WHEREAS, the County has a mandatory duty to provide immunizations to school-aged children at no cost to the children or parents, guardians, or persons in loco parentis, A.R.S. § 36673;

WHEREAS, the immunization of a child requires informed consent of a parent, guardian or person in loco parentis, *Id.*;

WHEREAS, a person who is at least eighteen (18) years of age or is emancipated may consent to immunization, *Id.*;

WHEREAS, the District is responsible for ensuring that children attending school are immunized or meet an exemption to immunization, A.R.S. § 15-872; and

WHEREAS, the parties believe that providing immunizations to children at school sites will provide a necessary service to children who are otherwise unable to get immunized for a variety of reasons, including transportation, travel costs, and/or distance.

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS:

1. *Immunization packet* – A packet of documents given to parents, guardians, and persons in loco parentis that includes, but may not be limited to, a Patient Eligibility Screening Form, Childhood/Adolescent Immunization Administration Record, HIPAA policy, Patient Rights and Responsibilities, and a Cochise Informed Consent and Insurance form.
2. *School Administrator* – A school principal.
3. *School Site* – The location at a school provided by the school administrator that County personnel may use to immunize children (e.g. a nurse’s office).

B. COCHISE COUNTY, THROUGH ITS HEALTH & SOCIAL SERVICES DEPARTMENT:

1. Shall provide qualified personnel to provide immunizations to children at school sites.
2. Shall provide immunization packets to the school administrator or the school administrator's designated point of contact at each school site to be given to children's parents, guardians or persons in loco parentis before County personnel will be at the school site to immunize children.
3. Shall verify that a child's parent, guardian, or person in loco parentis has provided informed consent and private insurance information or AHCCCS information before County personnel may immunize the child.
4. Should a parent, guardian, or person in loco parentis appear at the school site and request that his/her child be immunized, County personnel will ensure that (1) an immunization packet is given to the parent, guardian or person in loco parentis and (2) the parent, guardian or person in loco parentis completely fills out the immunization packet documents before the child may be immunized.
5. Shall furnish documentary proof of immunization for each child immunized to the school administrator or his/her designated point of contact, and to the parent, guardian, or person in loco parentis if he/she is present during immunization of the child.

C. DISTRICT, THROUGH ITS SCHOOL ADMINISTRATORS OR SCHOOL ADMINISTRATORS' DESIGNATED POINT OF CONTACT:

1. Shall provide notice to children's parents, guardians, or persons in loco parentis of the opportunity to have their children immunized at a school site by qualified County personnel. Such notice shall include the times, dates, and locations of such opportunity.
2. Shall provide immunization packets to children's parents, guardians or persons in loco parentis to be completed and returned to the children's school administrator or his/her designated point of contact before immunizations will be given to a child.
3. Shall provide a location at a school site for County personnel to provide immunizations to a child (e.g. Nurse's Office).
4. Shall make a copy machine accessible to County personnel should copies of immunization packet documents need to be made while County personnel are at a school site.

D. THE PARTIES:

1. Shall jointly agree on the dates, times, and locations in which immunizations shall be given to children by County personnel at a school site.

E. EFFECTIVE DATE OF AGREEMENT:

This agreement shall be effective upon the signing of all parties to the agreement.

F. CHANGES TO THIS AGREEMENT:

The parties to this agreement may amend, modify, or supplement this Agreement in writing at any time by mutual consent. All other unaffected provisions set forth in this agreement shall remain in effect.

G. TERM OF AGREEMENT:

The initial term of this agreement shall be for one (1) year from its effective date. The agreement shall be automatically renewed for additional one (1) year periods at the end of each one (1) year term, unless otherwise terminated pursuant to paragraph H.

H. TERMINATION:

Any party to this agreement may terminate it at any time, with thirty (30) days written notice. Such notice shall be given by personal delivery or by registered or certified mail.

Notice to the County should be sent to the following address:

Cochise County Health & Social Services
1415 Melody Lane
Building A
Bisbee, AZ 85603

Notice to the School District should be sent to the School Administrator at each school site.

I. NON-DISCRIMINATION:

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

- J. CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511, which are incorporated herein.

K. INSPECTION AND AUDIT:

The District agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the District agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

L. PUBLIC RECORDS LAW:

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

M. JURISDICTION AND APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year specified below.

COCHISE COUNTY BOARD OF SUPERVISORS:

DATED: _____

Richard Searle, Chairman of the Board

ATTESTATION:

DATED: _____

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

DATED: 04/09/18

Elda Orduno

Elda E. Orduno, Deputy County Attorney

DUSD #27

(Name of School District)

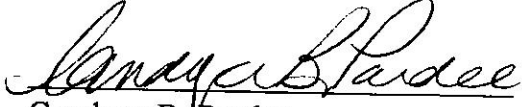
DATED: 12-5-17

M. Stahl

Chairperson of the Board

APPROVED AS TO FORM:

DATED: 10/12/2017


Candyce B. Pardee
Udall Shumway, P.L.C.
Attorney for District

Information Technologies

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018

License Agreement between City of Douglas and Cochise County

Submitted By: Joe Casey, Information Technology

Department: Information Technology

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: Joe Casey TITLE of PRESENTER: Chief Information Officer

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve a License Agreement between the City of Douglas and Cochise County for County access to a tower and other information technology equipment on City of Douglas owned property located at 661 G Avenue, Douglas, Arizona for an indefinite time period or until the County determines otherwise.

Background:

On June 4, 2014, Cochise County transferred legal ownership of real property located at 661 G Avenue in Douglas, AZ. Cochise County has a tower and communication closet on this property. This agreement is to formalize the verbal agreement that the County can continue to have access and maintain the information technology equipment in this building and on the tower.

Department's Next Steps (if approved):

Continue to maintain the information technology equipment at 661 G Avenue, Douglas AZ.

Impact of NOT Approving/Alternatives:

Conduct research and requested funding to move the equipment and tower to a County owned building.

To BOS Staff: Document Disposition/Follow-Up:

Provide 1 signed agreement to the IT department and send 1 signed agreement of the City of Douglas.

Attachments

City of Douglas IGA

**LICENSE AGREEMENT BETWEEN
COCHISE COUNTY AND THE CITY OF DOUGLAS, ARIZONA,
FOR TOWER AND OTHER EQUIPMENT LOCATED AT
661 G AVENUE, IN DOUGLAS, ARIZONA**

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Douglas (“Douglas”), a municipal corporation, whose address is 425 E. 10th Street, Douglas, Arizona, 85607 and Cochise County (“County”), a political subdivision of the state of Arizona, whose address is 1415 W. Melody Lane, Building G, Bisbee, Arizona, 85603. The City of Douglas and Cochise County may each be referred to herein as a “Party” or collectively as “Parties” to this Agreement.

RECITALS

- A. On June 4, 2014, County transferred legal ownership of real property (“Property”) located at 661 G Avenue, in Douglas, Arizona, to Douglas, pursuant to an Amendment to Intergovernmental Agreement Between the City of Douglas and the County of Cochise for the Establishment of a Regional Service Center in the City of Douglas, filed with the Cochise County Recorder on June 6, 2014, and identified as Cochise County Recorder number 2014-09813 (the “Amendment”).
- B. The legal transfer of the Property occurred through a Special Warranty Deed filed with the Cochise County Recorder’s Office on June 6, 2014, and identified as Cochise County Recorder number 2014-09815.
- C. The Property’s parcel number is 409-08-102 and the legal description is:

DOUGLAS LOTS 17 18 BLK 64

- D. Pursuant to the Amendment, Douglas acknowledged and agreed that, upon acquiring legal ownership of the Property, it would grant a license to County in which County would have twenty-four (24) hour, seven (7) days a week access to a County-owned communications tower, generator, shed, and equipment rack (“collectively referred to as “Equipment”) located on the Property.
- E. The Equipment is used to provide public safety two-way radio and network connectivity to the Regional Service Center and to another communications building located east of Douglas.
- F. Although the Amendment was recorded, it was recorded without a legal description; the purpose of this License Agreement is to provide a recordable document, setting for the parties’ Agreement under the Amendment, with a legal description.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, Douglas and County make the following agreements:

AGREEMENT

1. The purpose of this Agreement is to grant County an exclusive license to access its Equipment on Douglas Property.
2. Douglas hereby agrees to grant County a license to access the Equipment owned by County, located on Douglas's Property. Only County employees and employees or contractors authorized by County shall have access to the Equipment.
3. Douglas agrees that should it be necessary to change any locks, codes, or keys to any Property gates or doors that provide access to County's Equipment, Douglas will provide County with the new lock combinations, keys, or codes as soon as reasonably possible.
4. Douglas agrees that County shall have exclusive access to the Equipment seven (7) days a week and twenty-four (24) hours a day.
5. Douglas agrees that County may replace, add to, or reconfigure the Equipment as needed and shall have uninterrupted access for that purpose.
6. Douglas acknowledges that a portion of the Equipment is located inside the Property building. Douglas agrees that all of the above provisions apply to the access of this Equipment as well.
7. This Agreement shall be effective upon execution by both Parties and shall continue indefinitely or until such time as County determines otherwise, at which time the County will remove the tower and all equipment at its own expense.
8. 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, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers
9. This Agreement may be terminated by the parties within three years after its execution if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is, at any time while the contract 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 pursuant to A.R.S. § 38-511.
10. Should Douglas choose to terminate this Agreement, Douglas will provide the County with notice of said termination at least 180 days before the termination of the Agreement goes into

effect. The 180-day minimum notice requirement will afford the County an opportunity to coordinate its efforts to remove the Equipment from the property.

11. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. In the event that any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such, provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect. Any action relating to this Agreement shall be brought in an Arizona court in Cochise County.

12. Each Party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the respective Parties by the mutual approval of a formal written amendment to this Agreement.

13. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

14. In accordance with A.R.S. § 35-393.01, the Parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

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

16. The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

17. Notwithstanding any other provision of the Agreement, the Parties understand that County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 *et seq.*

18. Neither party may assign this Agreement without the other party's written consent.

19. Any notices, questions, comments, and concerns regarding the duties and responsibilities

of the parties under this Agreement shall be directed as follows:

If to County:
Cochise County Administrator
1415 Melody Ln., Bldg. G
Bisbee, AZ 85603

If to Douglas:
City Manager
City Hall
425 E. 10th St.
Douglas, AZ 85607

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

CITY OF DOUGLAS

COCHISE COUNTY



Jim Russell, City Manager

Ann English, Chairperson

Dated: 3/15/2018

Dated: _____

Attest:

Attest:

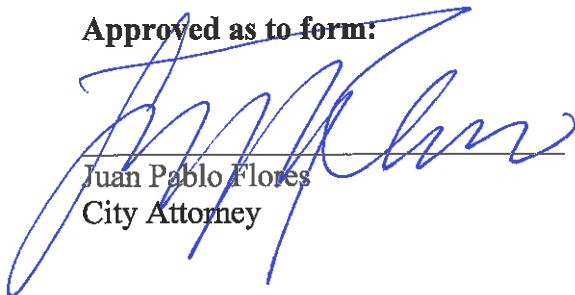


Brenda Aguilar,
City Clerk

Arlethe Rios,
Clerk of the Board of Supervisors

Approved as to form:

Approved as to form:



Juan Pablo Flores
City Attorney

Elda E. Orduño, Deputy County Attorney

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RESOLUTION NO. 18-1273

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND COCHISE COUNTY FOR LICENSEE TO USE AND HAVE ACCESS TO THE COUNTY-OWNED COMMUNICATIONS TOWER FACILITY LOCATED AT 661 'G' AVENUE IN THE CITY OF DOUGLAS.

WHEREAS, Article I, Section 3(A) of the City Charter empowers the City to lease real property for any City purpose and to sell or otherwise dispose of real property in the manner, for such consideration and upon such conditions as may be determined by the City Council; and

WHEREAS, the City of Douglas and Cochise County, seek to formalize the terms of the non-exclusive License Agreement for which County would have twenty-four (24) hour, seven (7) days a week access to a County-owned communications tower, generator, shed, and equipment rack the Licensee to use located at 661 G Avenue, in Douglas, Arizona,

WHEREAS, the Mayor and Council find that it is in the best interest of the City of Douglas to grant a License for the partial use of City owned facility located at 661 'G' Avenue, in the City of Douglas, Arizona pursuant to the terms and conditions in the attached proposed License Agreement as Exhibit "A" and incorporated herein by reference; and

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

Section 1. The City is authorized to grant a non-exclusive license agreement for the use of the city-owned facility located at 661 'G' Avenue, in the City of Douglas, Arizona pursuant to the terms, restrictions and conditions of the License Agreement attached hereto as Exhibit "A", to Cochise County with consideration previously extended, the adequacy of which is hereby acknowledged.

Section 2. The City Manager and the City Clerk are hereby authorized to execute and deliver the agreement, attached hereto as Exhibit "A", and incorporated herein by reference as though fully set forth herein verbatim along with any other related documents necessary to consummate the transaction contemplated by the License Agreement, for and on behalf of the City of Douglas.

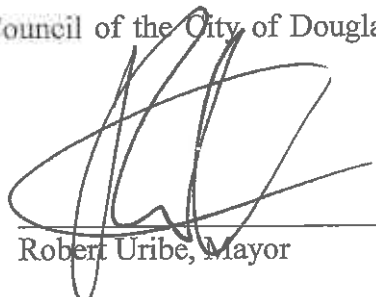
Section 3. The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of said License Agreement.

Section 4. Severability: If any chapter, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of

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this Resolution that shall continue in full force and effect after the deletion of the illegal or unconstitutional provision.

PASSED AND ADOPTED by the Mayor and Council of the City of Douglas, Arizona, this 14th day of March 2018.



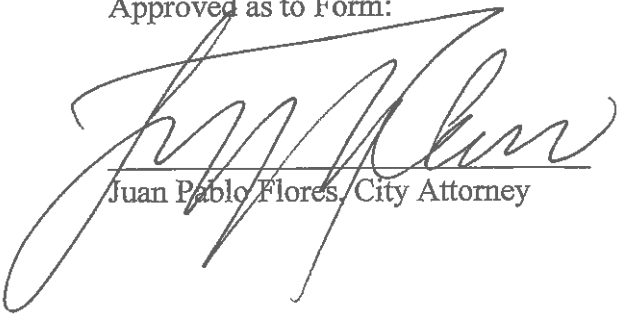
Robert Uribe, Mayor

Attest:

Approved as to Form:



Brenda Aguilar, City Clerk



Juan Pablo Flores, City Attorney

**Public Hearings 6.
Community Development**

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018
Z-18-04 (Vicencio)- A request to amend the Zoning of Parcel 203-10-006C from RU-4 to RU-2
Submitted By: Robert Kirschmann, Community Development
Department: Community Development **Division:** Development Services
Presentation: PowerPoint **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2
NAME of PRESENTER: Robert Kirschmann **TITLE of PRESENTER:** Planner II
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable): Z 18-04 (Vicencio)

Information

Agenda Item Text:

Adopt Zoning Ordinance 18-04 approving Docket Z-18-04 amending certain zoning district boundaries from RU-4 (rural, one dwelling per four acres) to RU-2 (rural, one dwelling per two acres), pursuant to the application of Sylvia Vicencio.

Background:

The Applicant is requesting a rezoning from RU-4 (Rural; one dwelling per 4 acres) to RU-2 (Rural; one dwelling per 2 acres). The request is to facilitate the creation of up to five lots. The subject parcel totals 10 acres.

The subject parcel, APN 203-10-006C, is located on the northwest corner of West Red Rose Lane and South Taylor Road in Willcox. They are further described as being situated in Section 10 of Township 14 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Applicant Sylvia Vicencio.

Department's Next Steps (if approved):

The Ordinance and Conditions will be recorded and update the official zoning map.

Impact of NOT Approving/Alternatives:

The parcel will remain RU-4 and only one additional home could be constructed.

To BOS Staff: Document Disposition/Follow-Up:

Board Staff will have the Ordinance signed, recorded and a copy provided to Planning Staff

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

Zoning Ordinance

Complete Staff Report and Attachments

Exhibit A

ZONING ORDINANCE 18-___

AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM RU-4 TO RU-2, PURSUANT TO THE APPLICATION OF SYLVIA VICENCIO

WHEREAS, A.R.S. § 11-814 allows property owners or their authorized agent to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

WHEREAS, the Cochise County Board of Supervisors recognizes that zoning amendments can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, Tax Parcel 203-10-006C was zoned in 1975 as RU-4; and

WHEREAS, the parcel is adjacent to parcels designated as GB and R-36; and

WHEREAS, the Applicant wishes to divide the subject parcel into 4 lots; and

WHEREAS, the rezoning will create a logical buffer between the GB, R-36 and RU-4 parcels; and

WHEREAS, the requested zoning district is harmonious with the surrounding zoning districts; and

WHEREAS, the Cochise County Board of Supervisors promotes effective, early and continuous public participation by citizens; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant Sylvia Vicencio; and

WHEREAS, the Board of Supervisors conditionally approved the request for a change in the Zoning District boundaries,

ZONING ORDINANCE 18-___

Re: Docket Z-18-04 Application of Sylvia Vicencio

Page 2

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Zoning District Boundaries shall be amended as follows:

The zoning classifications for Tax Parcel 203-10-006C, as shown on the map attached to this Resolution as Exhibit A, is changed from RU-4 to RU-2. The subject parcel, APN 203-10-006C, is located on the northwest corner of West Red Rose Lane and South Taylor Road in Willcox. They are further described as being situated in Section 10 of Township 14 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Board of Supervisors approves Docket Z-18-04 subject to the following conditions of approval:

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 24th day of April 2018.

Ann English, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

Elda Orduño 4.12.18

Elda E. Orduño
Civil Deputy County Attorney



Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Robert Kirschmann, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-18-04 (Vicencio)
DATE: April 12, 2018 for the April 24, 2018 Meeting

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from RU-4 (Rural; one dwelling per 4 acres) to RU-2 (Rural; one dwelling per 2 acres). The request is to facilitate the creation of up to five lots. The subject parcel totals 10 acres.

The subject parcel, APN 203-10-006C, is located on the northwest corner of West Red Rose Lane and South Taylor Road in Willcox. They are further described as being situated in Section 10 of Township 14 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Applicant Sylvia Vicencio.

I. Planning Commission Recommendation

At the Planning and Zoning Commission Meeting of April 11, 2008 the Planning Commission unanimously recommended approval of Z-18-04 (Vicencio) to the Board of Supervisors.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 10.00 (435,084 sq. ft.)
 Current Zoning: RU-4 (Rural; one dwelling per 4 acres)
 Proposed Zoning: RU-2 (Rural; one dwelling per 2 acres)
 Growth Area: B
 Plan Designation: Developing
 Area Plan: None
 Existing Uses: Single family home/vacant land
 Proposed Uses: Up to 5 2 acre lots

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-4	Single family residential/vacant land
South	GB	Single family residential/Vacant land
East	RU-4	Single family residential/Vacant land
West	R-36	Single family residential/Vacant land

Planning, Zoning and Building Safety
 1415 Melody Lane, Building E
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9278 fax
 1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain
 1415 Melody Lane, Building F
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9337 fax
 1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

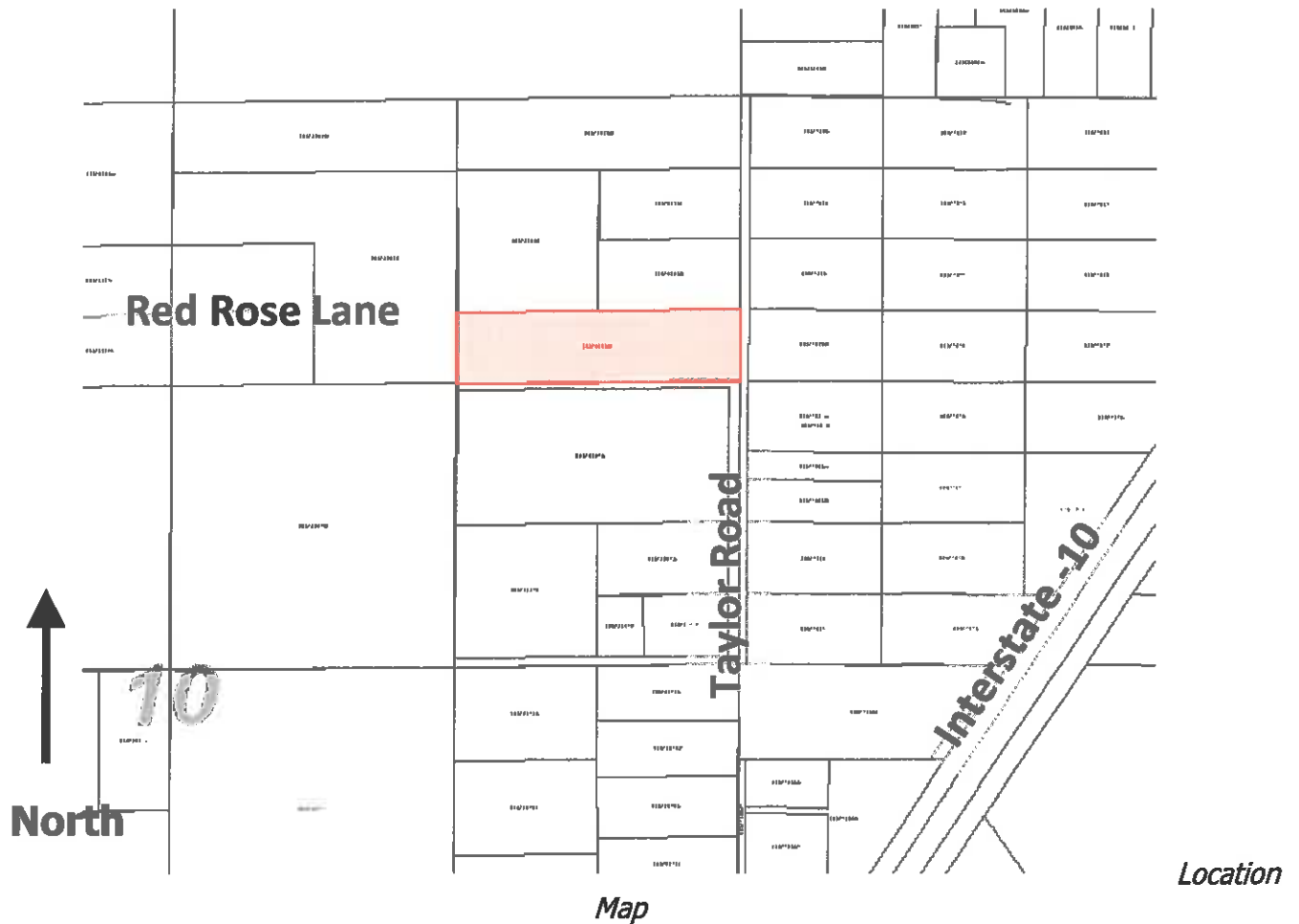
III. PARCEL HISTORY

- 2004- Replacement Single Family Home
- 2002- Replacement Manufactured Family Home
- 1998- Manufactured Home

IV. NATURE OF REQUEST

The Applicant is requesting to amend the zoning on a 10-acre parcel in the Willcox area from RU-4 to RU-2. This request is to facilitate splitting the parcel into lots of two acres minimum. There is an existing single-family home on the property fronting on Taylor Road. Current zoning allows the applicant to split the property into two lots today. However, the owner would like to be able to give a portion of the lot to each of her children. The applicant is only proposing to create a total of four lots, however this rezoning would allow up to a total of five lots.

The newly created lots would take access off of Red Rose Lane to Taylor Road. The zoning in the area is mixed with RU-4 (4-acre minimum lots) north and west of the parcel, R-36 (36,000 square foot lots) to the east and General Business to the South.





Aerial

V. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "B" and is considered a "Developing" area per the Comprehensive Plan. RU-2 zoning is permitted in the Category "B," "Developing Areas" areas, so this request to rezone complies with the Comprehensive Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Eleven of the criteria are applicable to this request. Eight of the criteria are met as is, and two are met with the recommended Conditions of approval. One factor does not comply.

1. Provides an Adequate Land Use/Concept Plan: Complies

The concept plan provided by the Applicant depicts one four-acre lot (where the residence is) and three additional 2 acre lots. The three new parcels will take access from Red Rose Lane.

2. Compliance with Applicable Site Development Standards: Complies

As noted above, the 10-acre site currently has one single family home constructed on it. Up zoning to RU-2 would not negatively impact the ability of the parcel to be developed. The only site development standard that would become less stringent is the maximum density. The Applicant must remain aware that under both the current RU-4 and proposed RU-2 zonings that all structures must remain a minimum of 20 feet from all property lines and road travel ways.

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring property. The surrounding zoning districts verify from General Business south across Red Rose to R-36 east across Taylor road and RU-4 to the north and west.

4. Limitation on Creation of Nonconforming Uses: Complies

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The surrounding area consists of single family homes, mostly on larger lots. However, there are several lots that currently are smaller than 2 acres, including one of the respondents in opposition to this request. The request will be compatible with the surrounding residential uses. While the surrounding area north and west of the parcel is zoned RU-4, the parcel immediately to the south across Red Rose Lane is designated as General Business. A wide variety of commercial business, multi family or single family with lot sizes of 3,600 square feet

6. Rezoning to More Intense Districts: Complies

As indicated above, while this request would create a higher density zoning district, the parcel to the south is designated as General Commercial and the lots to the east are all designated as R-36, much higher density than this proposal will create.

7. Adequate Services and Infrastructure: Complies with Conditions

All roadways currently exist. Taylor Road is a paved, County maintained road. However, there is only an easement in place. A condition of approval is included requiring dedication for Taylor Road in order to perfect the right-of-way. Red Rose Lane is a non-maintained dirt road with an easement currently in place.

8. Traffic Circulation Criteria: Complies

The potential additional trips generated from granting the rights up to three additional homes will not adversely impact the road network

9. Development Along Major Streets: Complies

The existing single-family home takes access off Taylor Road. No new road cuts will be required to Taylor Road. The new single-family homes would all take access of Red Rose Lane.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to General Business, Light Industry or Heavy Industry.



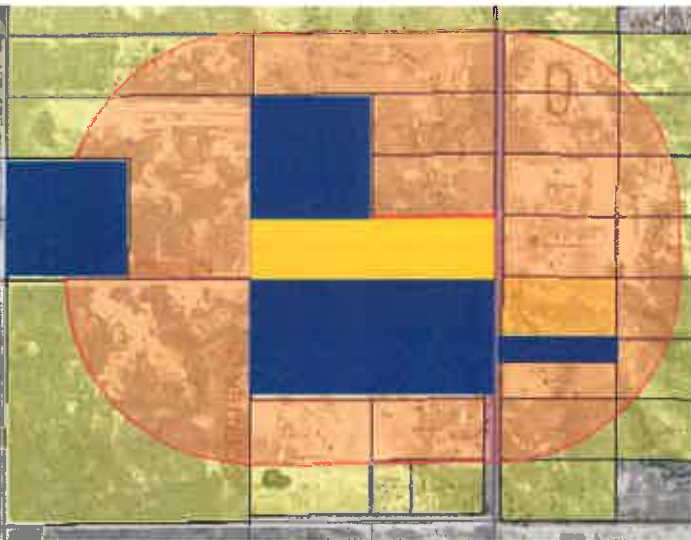
11. Unique Topographic Features: Not Applicable

The site is flat with no significant slope.

12. Water Conservation: Complies with Conditions

Upon submittal of the single-family homes, water conservation measures must be detailed.

13. Public Input: Does Not Comply



The Applicant completed a Citizen Review, and Staff mailed notices to neighboring property owners within 1,000 feet of the subject property on March 8, 2018. Staff posted the property on March 22, 2018 and published a legal notice in the *San Pedro Valley Sun-News* on March 21, 2018. Staff received four letters in opposition. One letter in opposition is directly across Red Rose Lane and is designated as General Commercial. Another was on the east side of Taylor Road, designated

as R-36 and also has a parcel under 2 acres in size. The other two parcels are designated RU-4 and are located north and east of the request.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Not Applicable

The subject property does not lie within an adopted Area Plan.

VI. PUBLIC COMMENT

In response to County mailings, the Planning Department has received four responses in opposition. That opposition is mentioned in detail above.

VII. SUMMARY AND CONCLUSION

The request is for a rezoning, from to RU-4 (Rural; one dwelling per four acres), to RU-2 (Rural; one dwelling per two acres) on a 10-acre parcel located on the northwest corner of Taylor Road and Red Rose Lane. At this time, the area is characterized by open expanses, with current development occurring on a Rural scale. The Comprehensive Plan designates the site as Developing.

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area and create a buffer between the General Commercial Land Use to the south and the RU-4 to the north;
2. The Comprehensive Plan policies prescribe designates this area as developing and RU-2 is a permitted zoning district;
3. The rezoning would provide a buffer between the General Commercial, R-36 and the RU-4 zoning designations.

Factors Against Approval

1. Staff has received four letters of opposition
2. The item does not comply with Public Input factor

VIII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from RU-4 (Rural; one dwelling per four acres) to RU-2 (Rural; one dwelling per two acres) on a 10-acre parcel located at the northwest corner of Taylor Road and Red Rose Lane to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

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

VIII. ATTACHMENTS

- A. Complete Staff Report
- B. Application
- C. Citizen Response
- D. Agency Response



**Cochise County
Community Development
Development Services**

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

REZONING APPLICATION

1. Applicant's Name: Sylvia Vicencio (Representative)
 2. Mailing Address: 1209 S. Taylor Rd
Willcox AZ 85643
- | | | |
|------|-------|----------|
| City | State | Zip Code |
|------|-------|----------|
3. Telephone Number of Applicant: 207) 612 1011
 4. Telephone Number of Contact Person if Different: () _____
 5. Email Address: vicencios@live.com
 6. Assessor's Tax Parcel Number: 203 510 - 006 C 4
(Can be obtained from your County property tax statement)
 7. Applicant is (check one):
 - Sole owner: _____
 - Joint Owner: Ruben + Sylvia Vicencio (See number 8)
 - Designated Agent of Owner: _____
 - If not one of the above, explain interest in rezoning: _____
- a. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
 - List attached (if applicable): Ruben Vicencio S
 - b. If applicant is **not** sole owner, indicate which notarized proof of agency is attached:
 - If corporation, corporate resolution designating applicant to act as agent: _____
 - If partnership, written authorization from partner: _____
 - If designated agent, attach a notarized letter from the property owner(s) authorizing representation as agent for this application.

Bisbee Office
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-6300
520-432-8278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-6300
520-432-8337 fax
1-800-782-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

8. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
- Copy of deed of ownership: X
 - Copy of title report: _____
 - Copy of tax notice: X
 - Other, list: _____

9. Will approval of the rezoning result in more than one zoning district on any tax parcel?
▪ Yes _____ No X

10. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

11. Is more than one parcel contained within the area to be rezoned? Yes _____
No X
▪ If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

12. Indicate existing Zoning District for Property: in: R4

13. Indicate proposed Zoning District for Property: R2

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review these criteria and supply all information that applies to your rezoning. Feel free to call the Development Services Department with questions regarding what information is applicable.

14. Comprehensive Plan Category: By Developing (A County planner can provide this information.)

15. Comprehensive Plan Designation or Community Plan: _____
(A County planner can provide this information.)

Note: In some instances, a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria.

16. Describe all structures already existing on the property: House, well, enclosure,

Shed, tractor

17. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: Lot size change from R-4 to R-2 will propose to divide property in 2 acre lots.

18. Are there any deed restrictions or private covenants in effect for this property?

- Yes _____ No x None known
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____
- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

19. Which streets or easements will be used for traffic entering and exiting the property?

Red Rose and Or

20. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? N/A

21. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? 3 or 4

22. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water		Well
Sewer/Septic		Septic
Electricity		SSVC
Natural Gas		
Telephone		
Fire Protection		

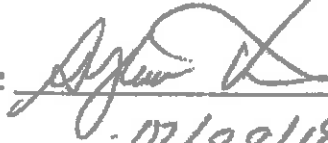
23. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed).

The reasons we would like to rezone our property is because of our children. We would like to pass down an acre for each one. This way they have the opportunity to build for their future. Thanks.

24. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments, is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: _____

 Ruben Vicencia

Date: _____

02/28/18

PHILIP S. LEIENDECKER
 COCHISE COUNTY ASSESSOR
 PO BOX 188
 BISBEE, AZ 85803

RETURN SERVICE REQUESTED

(520) 432-8630

Re: 20310006C

VICENCIO RUBEN & SYLVIA
 93 CRESCENT ST
 SKOWHEGAN ME 04876-4953

2018 RESIDENTIAL NOTICE OF VALUE

THIS IS NOT A TAX BILL

• **Full Cash Value (FCV):** Full Cash Value is the value set by statute. If no statutory formula is prescribed, Full Cash Value is synonymous with market value; which is the estimate of value developed annually by using standard appraisal methods and techniques. The FCV will not be used to calculate primary or secondary taxes starting in Tax Year 2015.

• **Limited Property Value (LPV):** Beginning with the 2015 Tax Year, the Limited Property Value is the basis for calculating all property taxes. The LPV is determined by a statutory formula which limits the amount by which it can increase each year. The LPV can equal but cannot exceed the FCV.

• **Classification:** If the Property Class, shown on this Notice, is Property Class 3 (an owner's or a qualified family member's primary residence) or Property Class 4, Subclass 1 (a non-primary residence), and if this property is rented to any person, you must report the residential-rental use of this property to the County Assessor. Failure to report the residential-rental use may result in a civil penalty pursuant to A.R.S. § 33-1902.

Please see the back of this Notice for:

- Definitions of a "Primary Residence", "Non-Primary Residence" and "Qualified Family Member" to ensure your property is correctly classified.
- Appeal information.

PARCEL ID NUMBER: 20310006C

NOTICE DATE: 03/01/2017

APPEAL DEADLINE: 05/01/2017

FULL CASH VALUE

LIMITED PROPERTY VALUE

	FULL CASH VALUE				LIMITED PROPERTY VALUE			
	Legal Class	Value	Assessment Ratio	Assessed Value	Legal Class	Value	Assessment Ratio	Assessed Value
2018	4.2	128,220	10.0	12,822	4.2	128,220	10.0	12,822
2017	4.2	128,303	10.0	12,830	4.2	128,303	10.0	12,830

Description: SECTION: 10 TOWNSHIP: 14 RANGE: 24 ACRES: 9.99
 REP-OF SURVEY BK2 PG18 S2S2 LOT 1 SEC10-14-24, 9.

Property Classification	Description	Assessment Ratio
Three (3)	Owner's or Qualified Family Member's Primary Residence	10 %
Four, Subclass One (4.1)	Owner's Non-primary Residence	10 %
Four, Subclass Two (4.2)	Residential-Rental (Not a Qualified Family Member)	10 %

SEPARATE ADDENDUM STATEMENT: Pursuant to A.R.S. § 42-15103(3), the following has been included to inform all residential use property owners that:

- If the property listed on this Notice of Value is used for residential-rental purposes as defined in A.R.S. § 42-12004 (2), but is currently classified (as shown above) as being the owner's or a "qualified family member's" primary residence (Property class 3), or as a non-primary residence (Property class 4, Subclass One), you must register the subject property with the County Assessor as being a residential-rental use property (Property Class 4, Subclass Two) pursuant to A.R.S. § 33-1902. Failure to register with the Assessor may subject you to a civil penalty.
- If this property is a residential-rental use property and if you fail to register it with the County Assessor after receiving this Notice of Value, the city or town in which your property is located may impose a civil penalty of one hundred-fifty dollars per day, payable to the city or town for each day of violation. Further, that city or town may impose "enhanced inspection and enforcement measures" on your property.
- Several Arizona cities and towns impose a "Transaction Privilege Tax" on persons engaged in the business of leasing residential use property. You may access the Model City Tax Code, Section 445, via the website <http://modelcitytaxcode.az.gov> for more information on which cities and towns impose this tax to determine if you are also required to report the residential-rental use of your property to the city or town in which the subject property is located. The website provides a telephone number to call to obtain answers to questions regarding the applicable requirements of the Transaction Privilege Tax program. Failure to pay the applicable tax could result in a penalty or fine by the city or town.
- Residential-rental use properties are required to comply with the Arizona Landlord and Tenant Law, pursuant to A.R.S. Title 33 (Property), Chapters 10 and 11.

STATS

4 ACRES

2 Acre

2 Acre

2 Acre

W Red Rose Ln

Sylvia Vicencio

Parcel #

203-10-006 C6

Entrance for the
2 acre parcels
will be from
Red Rose Lane

Rezoning Docket Z-18-04 (Vicencio)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

This area is zoned R U 4 and changing zoning will lower property values. Changing zoning will create more areas like little Mexico with close neighbors. We don't need more property with lower values.

(Attach additional sheets, if necessary)

PRINT NAME(S): Jay Douglas Kuhn

SIGNATURE(S): Jay Douglas Kuhn

YOUR TAX PARCEL NUMBER: 203-10-006 F3 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Monday, March 26, 2018 to be included in the staff report to the Commission, and by Monday April 2, 2018 to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Robert Kirschmann at rkirschmann@cochise.az.gov. Comments received after the March 26 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the public hearing on April 11, 2018 for the Planning and Zoning Commission and April 24, 2018 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

COCHISE COUNTY

MAR 26 2018

PLANNING

Z-18-04 - Vicencia PRR

Rezoning Docket SU-18-04 (Verdugo)

 YES, I SUPPORT THIS REQUEST
Please state your reasons:

 NO, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

Too crowded, too much people, too much
TRAFFIC.

(Attach additional sheets, if necessary)

PRINT NAME(S):

SIGNATURE(S):

Robert E. Kirschmann

YOUR TAX PARCEL NUMBER: 203 1000 79 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Monday, March 26, 2018 to be included in the staff report to the Commission. We cannot make exceptions to the deadline; however, if you miss the written comment deadline you may still mail or send e-mail comments to Robert Kirschmann at rkirschmann@cochise.az.gov. Comments received after the March 26 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the public hearing on April 11, 2018 for the Planning and Zoning Commission. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

COCHISE COUNTY

MAR 27 2018

PLANNING

Rezoning Docket Z-18-04 (Vicencio)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

Five horizontal lines for writing reasons.

X NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

We just bought our property (18.4 acres) on Dec 28, 2017. It was zoned RV4 and we liked that for privacy. The property for rezoning is all along our NW border line. We are concerned if it will become rental property as she is already renting out her home on the corner of that property. If it gets rezoned there will be more wells drilled and unsightly power poles. More traffic, more dust. Will it lower our property values?

PRINT NAME(S):

James M Neises Eileen T Neises

SIGNATURE(S):

James M Neises Eileen T Neises

YOUR TAX PARCEL NUMBER:

20310001M

(the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Monday, March 26, 2018 to be included in the staff report to the Commission, and by Monday April 2, 2018 to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Robert Kirschmann at rkirschmann@cochise.az.gov. Comments received after the March 26 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the public hearing on April 11, 2018 for the Planning and Zoning Commission and April 24, 2018 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Rezoning Docket Z-18-04 (Vicencio)

YES, I SUPPORT THIS REQUEST
Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

I don't want more traffic, and more noise. Afraid of having neighbors that have a lot of junk around. I would like it to stay the way it is. I already have a bad neighbor right next to me.

(Attach additional sheets, if necessary)

PRINT NAME(S):

JACINTO, VARGAS

SIGNATURE(S):

Jacinto Vargas

YOUR TAX PARCEL NUMBER: X 20311003A (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Monday, March 26, 2018 to be included in the staff report to the Commission, and by Monday April 2, 2018 to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Robert Kirschmann at rkirschmann@cochise.az.gov. Comments received after the March 26 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the public hearing on April 11, 2018 for the Planning and Zoning Commission and April 24, 2018 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603



Cochise County
Community Development
Highway and Floodplain Division

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

INTEROFFICE MEMO

Date: March 8, 2018
To: Robert Kirschmann, Planner II
From: Teresa Murphy, Right-of-Way Agent
Subject: Z-18-04 (Vicencio)

Background: The applicant is requesting a rezoning from RU-4 (Rural; one dwelling per 4 acres) to RU-2 (Rural; one dwelling per 2 acres). The request is to facilitate the creation of up to five lots. The subject parcel totals 10 acres.

The subject parcel, APN 203-10-006C, is located on the northwest corner of West Red Rose Lane and Taylor Road in Willcox. They are further described as being situated in Section 10 of Township 14 South, Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona. The applicant is Sylvia Vicencio.

Right-of-Way Staff was contacted by Planning and Zoning to review the permit and provide comments regarding right-of-way dedication needs for county maintained roads.

Analysis:

- Access via I-10 to Taylor Lane
- Red Rose Lane
 - Not a County Maintained Road
 - South 30 feet dedicated to the Public per Docket 1189, page 480; North 30 feet roadway easement per Record of Survey Book 2, page 18
- Taylor Road
 - County Maintained Road (MI #1000)
 - West 50 feet roadway easement per Record of Survey Book 2, page 18
 - Declared County Highway at a width of 66 feet per Resolution 84-61, August 27th, 1984

Recommendation:

- In order to perfect the right-of-way for Taylor Road, we request dedication at this time.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Kirschmann, Robert

From: McCoy, Randy
Sent: Thursday, March 08, 2018 4:35 PM
To: Kirschmann, Robert
Subject: RE: Docket Z-18-04 (Vicencio)

Robert ,

Thank for the opportunity to comment on this rezoning request . At this time the Building Department has no concerns or comments on the rezoning request .

Randy McCoy
Interim Building Official
Cochise County Community Development
1415 Melody Lane , Bldg. E
Bisbee , AZ 85603
520-432-9266
520-432-9278
rmccoy@cochise.az.gov

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

From: Kirschmann, Robert
Sent: Thursday, March 08, 2018 8:09 AM
To: Garcia, Teresa M <TGarcia@cochise.az.gov>; Murphy, Teresa <TMurphy@cochise.az.gov>; McCoy, Randy <RMcCoy@cochise.az.gov>; Solis, Joaquín <JSolis@cochise.az.gov>; Simmons, Bradley A <bsimmons@cochise.az.gov>; Orduno, Eida E <EOrduno@cochise.az.gov>; Flores, Dora V <DFlores@cochise.az.gov>; jstoddard@willcoxcity.org
Cc: BOS-Supervisors <BOSSupervisors@cochise.az.gov>; PNZ-Commission <PNZCommission@cochise.az.gov>; Gardner, Peter B <PGardner@cochise.az.gov>; Esparza, Paul <PEsparza@cochise.az.gov>; Coxworth, Daniel <dcoxworth@cochise.az.gov>
Subject: Docket Z-18-04 (Vicencio)

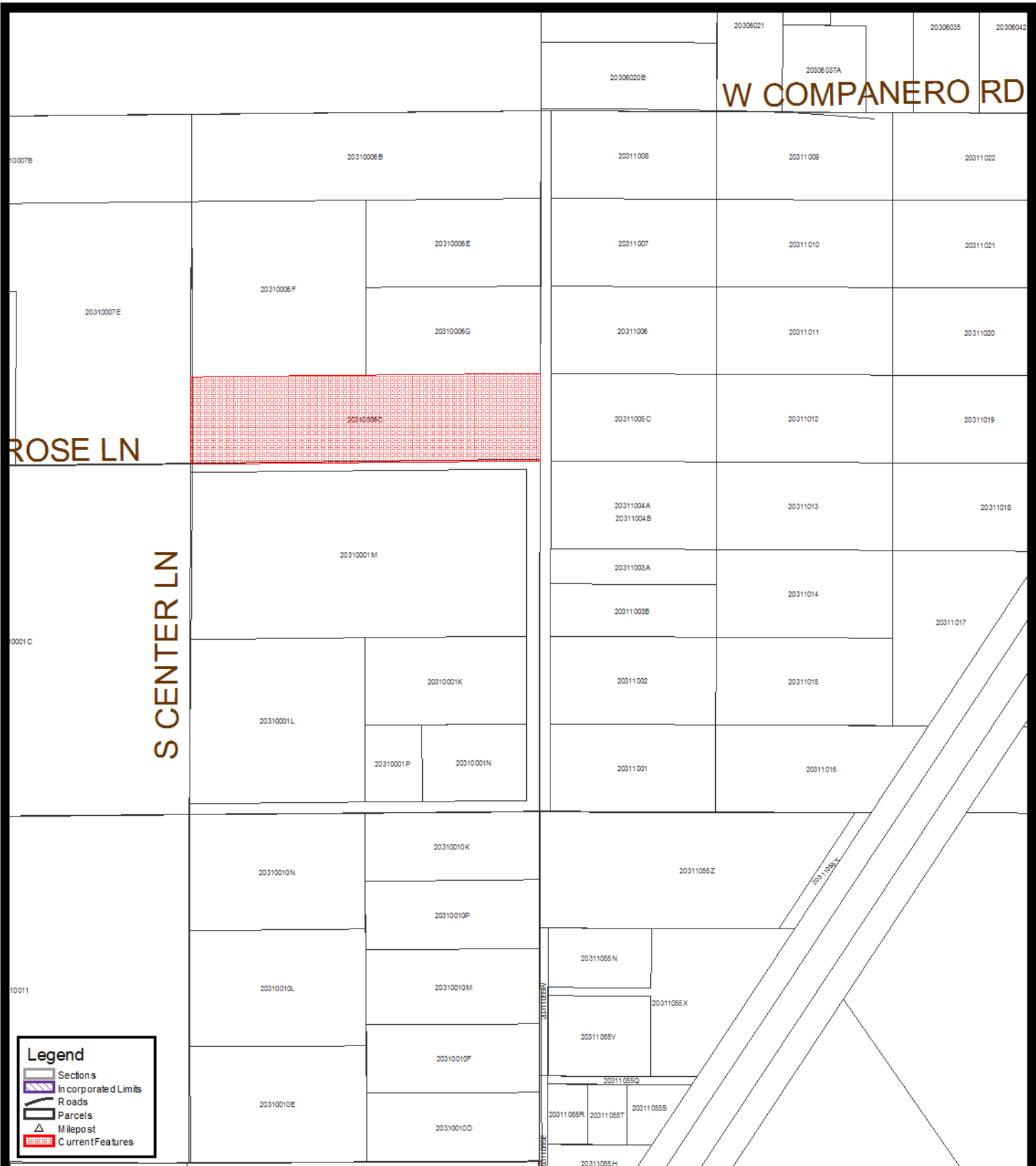
Good morning,

Please see the attached transmittal for a rezoning near Willcox. Please have comments to me by Monday March 26, 2018 .

Thank you,

Robert Kirschmann
Planner II
Cochise County Community Development
Development Services Department
1415 Melody Lane, Building E
Bisbee, AZ 85603
520-432-9248
520-432-9278 fax

Public Programs...Personal Service



W COMPANERO RD

ROSE LN

S CENTER LN


Legend

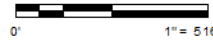
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



Exhibit A

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





0' 1" = 516'

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018

Elect Chairman of the Board of Supervisors

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:

Elect _____ as Chairman of the Board of Supervisors, effective May 1, 2018.

Background:

The current Chairman was elected by the Board to serve as Chairman, effective January 11, 2017. The Board wishes to share the responsibility for Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify Finance for new signature plate on County warrants; notify departments, other counties, CSA, AACO and NACo of change in Chairmanship.

Impact of NOT Approving/Alternatives:

Current Chairman will remain in place until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018

Elect Vice-Chairman of the Board of Supervisors

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:

Elect _____ as Vice-Chairman to the Board of Supervisors, effective May 1, 2018.

Background:

The current Vice-Chairman was elected by the Board to serve as Vice-Chair, January 11, 2017 The Board wishes to share the responsibility for Vice-Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify departments, other counties, CSA, AACO and NACo of change in Vice-Chairmanship.

Impact of NOT Approving/Alternatives:

Current Vice-Chair will remain until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018

Building Services IGA Between Cochise County and City of Sierra Vista

Submitted By: Dan Coxworth, Community Development

Department: Community Development

Division: Development Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Dan Coxworth

TITLE of PRESENTER: Director

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between Cochise County and the City of Sierra Vista to provide building code plan review and inspection services effective immediately for a one year term with automatic one year renewals thereafter.

Background:

The IGA is necessary between the two parties of the IGA to perform plan review and inspection services on an as-needed basis and subject to availability of resources.

Department's Next Steps (if approved):

If approved, provide the IGA to the City of Sierra Vista for approval by the Sierra Vista City Council.

Impact of NOT Approving/Alternatives:

In the event plan review and inspection services are needed and the IGA is not in place, either party of the IGA may have to seek outside services that may be less effective and costly. The development community in Sierra Vista and surrounding Cochise County could be negatively impacted.

To BOS Staff: Document Disposition/Follow-Up:

Please provide signed documents to the Director of Development Services

Attachments

MemoIGA MapBuilding IGA



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Cochise County Board of Supervisors
FROM: Daniel Coxworth, Development Services Director
SUBJECT: Intergovernmental Agreement (IGA) between the City of Sierra Vista and Cochise County for Building Plan Review and Inspection Services
DATE: April 24, 2018

I. NATURE OF THE IGA

The attached IGA allows the City of Sierra Vista and Cochise County to provide building code plan review and inspection services. The IGA is necessary in the event either party (City or County) requires assistance in performing building services as described in the IGA. Each party has the right of refusal subject to availability of resources. Each party does not anticipate the need to use the IGA to provide services very often and the IGA will be used on an as needed or emergency basis. Events that could trigger the use of the IGA include but not limited to:

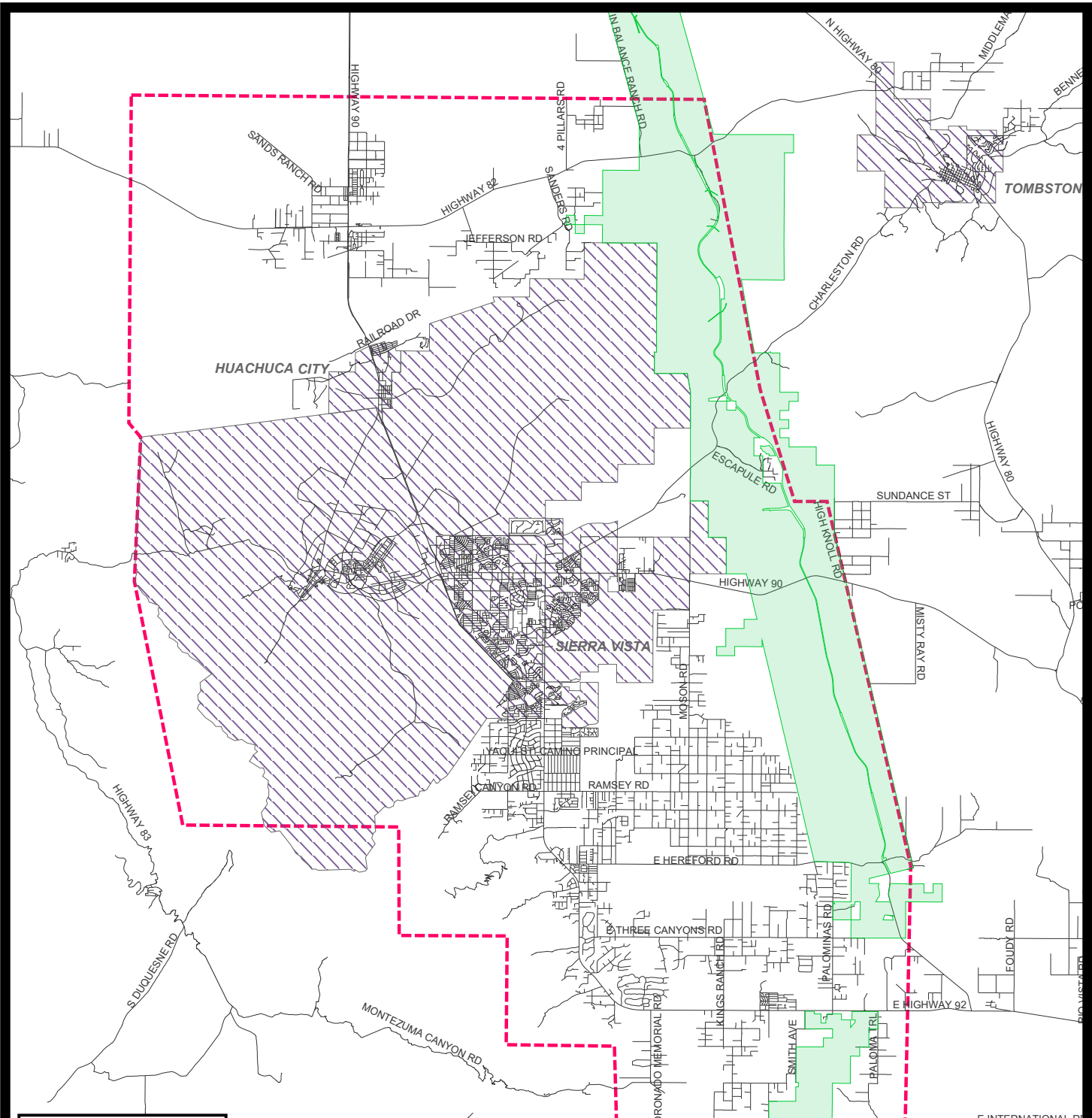
- Turnover in staff
- Injury or illness of staff for an extended length of time
- Large development activities requiring additional inspection services
- Natural or human-made disasters requiring building inspection services

The geographic extent of the IGA where the City will perform inspection services for the County is attached to the IGA.

II: ATTACHMENTS

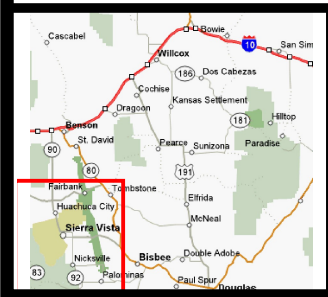
IGA

Building Code Inspection Area Boundary Map




Legend


- Inspection Area Boundary: (Red dashed line)
- Incorporated Limits: (Blue hatched area)
- San Pedro Riparian NCA: (Green area)



Building Code Inspection Area Boundary

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





0' 1" = 21015'

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SIERRA VISTA
AND THE COUNTY OF COCHISE FOR PLAN REVIEW AND BUILDING
INSPECTION SERVICES.**

This agreement is made and entered into this _____ day of _____, 2018, by and between the City of Sierra Vista, a municipal corporation of the State of Arizona, hereinafter referred to as “the City”, and the County of Cochise, a political subdivision of the State of Arizona, hereinafter referred to as “the County”, pursuant to the authority of A.R.S. § 11-952, et seq.

WHEREAS, the County is authorized to adopt building codes with the powers necessary to enable it to administer and enforce building codes within the unincorporated area of the County, pursuant to A.R.S. § 11-861; and

WHEREAS, the County’s planning agency has adopted a Building Code and other related codes to regulate all aspects of buildings or structures; and

WHEREAS, the City has similar authorization to adopt Building Code Regulations, within the incorporated areas of the City, pursuant to A.R.S. §§ 9-801 et. seq.; and

WHEREAS, at certain times, due to the limited staff which the City or County has available for this work, the City or County is in need of assistance for the administration of the building code to include plan review and building inspections within the City of Sierra Vista and unincorporated areas of Cochise County; and

WHEREAS, pursuant to A.R.S. §§ 9.461, 11-863 and 11-952, the County and the City are authorized to enter into agreements such as this for the joint exercise of authority common to the parties and for the performance of services for each party; and

WHEREAS, the City or County has the resources available to assist each in the performance of building code enforcement and administration under the terms and conditions of the Agreement,

IT IS HEREBY AGREED THAT:

1. The City agrees to provide, subject to the availability of its resources and upon the request of the County, building code enforcement for unincorporated areas of Cochise County surrounding the City, per the attached Building Code Inspection Area Boundary map, to be performed by qualified City personnel. The services to be provided by the City shall be limited to review of building plans and building code inspections for conformance with the County adopted building code regulations.
2. The County agrees to provide, subject to the availability of its resources and upon the request of the City, building code enforcement for the City of Sierra Vista to be performed by qualified County personnel. The services to be provided by the County shall be limited to review

of building plans and building code inspections for conformance with the City adopted building code regulations.

Building code services will be provided when the City building staff or County building staff is unavailable or if requested in writing.

The City shall provide the County with the City of Sierra Vista adopted ICC Building Code, and the County shall provide the City the Cochise County adopted ICC Building Code for the use of respective City or County Building Official when requested in order that City or County staff can determine conformance with the duly adopted Sierra Vista Building Code or Cochise County adopted Building Code, as currently in effect, or as amended from time to time.

This Agreement shall not obligate or authorize City or County personnel to take any regulatory action, in either an administrative or judicial forum, to enforce compliance with any such City or County regulation or code. The City or County shall retain the full responsibility for all such enforcement actions.

3. **Building Code Inspections:** The City and County agrees to monthly billings for building inspections or assistance conducted by City or County personnel at the rate equal the employees hourly rate plus employee-related expenses, with a one hour minimum including travel time to and from any location that is deemed necessary by City or County employees to fulfill the services in this Agreement. Travel distance will be measured from 1011 N. Coronado Drive, Sierra Vista for City employees and 4115 E. Foothills Drive, Sierra Vista or 1415 Melody Lane, Bisbee, the County buildings, for County employees, to the site where the services are rendered. Mileage will be paid based on the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

4. **Building Plan Review:** The City and County agree to monthly billings for building plan review services equal to the amount the City or County's current Plan Review Fee for residential and commercial permits, per the City or County's Permit Fee Schedule. The City or County will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

5. This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of one year following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

6. This Agreement may be terminated, with or without cause, by either party upon written notification of intent to terminate provided not less than sixty (60) days prior to the effective date of such termination. This Agreement shall also be subject to termination pursuant to the provisions of A.R.S. § 38-511, which provides for termination of a contract in the event of certain conflicts of interest.

7. Unless otherwise specified herein, any notice or communication required or permitted under this AGREEMENT shall be in writing and sent to the address given below for the party to be notified.

CITY

City of Sierra Vista
1011 N Coronado Drive
Sierra Vista, AZ 85635
Attn: City Manager's Office

AGENCY

Cochise County
1415 Melody Lane, Building E
Bisbee, AZ 85603
Attn: Director of Development Services

8. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to the 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 purposes of workers' compensation.

9. To the fullest extent allowed by law, the City shall defend, hold harmless, and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. To the fullest extent allowed by law, the County shall defend, hold harmless and indemnify the City, its officers, agents and employees, from all demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their officers, agents, and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

10. To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and

with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.

11. The provisions of this AGREEMENT are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties of any nature or kind in favor of any third party.

12. The provisions of this AGREEMENT are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

13. In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

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

15. INSPECTION AND AUDIT. The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

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

17. This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

APPROVED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA,

this _____ day of _____, 2018.

ATTEST:

COCHISE COUNTY BOARD OF
SUPERVISORS

Arlethe G. Rios
Clerk of the Board

Ann English
Chair of the Board

**APPROVED BY MAYOR AND COUNCIL OF THE CITY OF SIERRA VISTA,
ARIZONA,**

this _____ day of _____, 2018.

ATTEST:

CITY OF SIERRA VISTA

Jill Adams
City Clerk

Rick Mueller
Mayor

ATTORNEY CERTIFICATION

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the above-identified parties.

APPROVED AS TO FORM this _____ day of _____, 2018.

By: _____
Elda E. Orduño
Chief Civil Deputy County Attorney

By: _____
Nathan Williams
City Attorney

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018
Epidemiology and Laboratory Capacity - Zika
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Greg McQuaide
Mandated Function?: Not Mandated

TITLE of PRESENTER: PHEP Director
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 Arizona Department of Health Services IGA contract #ADHS19-197763 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the annual amount of \$36,000, effective July 1, 2018 and ending June 30, 2023.

Background:

This Epidemiology and Laboratory Capacity - Zika Grant represents an extension of the Cooperative Agreement between ADHS and the County for the grant year beginning August 1, 2016 and ending July 31, 2017. This is an extension of the original contract between the Arizona Department of Health Services and Cochise Health & Social Services and the first year of the 5-year budget period.

The purpose of the ELC-Zika Grant will be to fund a mosquito surveillance program from July -September 2018 through a sub-contractor. The surveillance program is a continuation from last summer but with expanded surveillance sites encompassing more areas of the county and including both prevalent species of potentially disease carrying mosquitoes.

Department's Next Steps (if approved):

If approved, Department will submit signed IGA to the Arizona Department of Health Services.

Impact of NOT Approving/Alternatives:

The PHEP program will not be able to conduct a Mosquito Surveillance Program to determine existence and prevalence of disease carrying mosquitos in Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

If approved, provide signed Agreement to Cochise Health & Social Services Department for transmission to the Arizona Department of Health Services.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 36000.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019

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

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

County Match Required? (\$\$\$): 0.00

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead	A-87 OH @46.31%	Net Co. Subsidy
ELC-Zika	ADHS 19-197763	\$36,000.00	\$0	\$0 *	\$0	\$0

Attachments

Executive Summary
Grant Approval Form
IGA Agreement

Executive Summary Form

Agenda Number: HLT-- 3906

Recommendation:

Approve the Arizona Department of Health Services IGA contract # ADHS19-197763 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the annual amount of \$36,000.00, effective July 1, 2018 and ending June 30, 2023.

Background:

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Fiscal Impact & Funding Sources:

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead	A-87 OH @46.31%	Net Co. Subsidy
ELC-Zika	ADHS 19-197763	\$36,000.00	\$0	\$0 *	\$0	\$0

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

The PHEP program will not be able to conduct a Mosquito Surveillance Program to determine existence and prevalence of disease carrying mosquitos in Cochise County.

Prepared by:
Gregory McQuaide
Public Health Emergency Preparedness
Program Director
March 30, 2018

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS19-197763

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007

Project Title: Epidemiology and Laboratory Capacity - Zika

Begin Date: 07/01/2018

Geographic Service Area: Cochise County

Termination Date: 06/30/2023

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: <u>N/A</u> Federal Employer Identification No.: _____ Tax License No.: <u>Gov, Indian</u> Contractor Name: <u>Cochise County Health & Social Services</u> Address: <u>1415 W. Melody Ln. Bldg A</u> <u>Bisbee,, AZ 85603-3090</u>	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: _____ Phone: _____ FAX No: _____ E-mail: _____
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	<p>This Contract shall henceforth be referred to as Contract</p> <p>No. <u>ADHS19-197763</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p>
Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p>State of Arizona</p> <p>Signed this _____ day of _____, 201__</p> <hr/> <p>Procurement Officer</p>
<p>CONTRACTOR ATTORNEY SIGNATURE:</p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	<p>Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p>
Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS19-197763	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 “Attachment” means any document attached to the Contract and incorporated into the Contract.
 - 1.2 “ADHS” means Arizona Department of Health Services.
 - 1.3 “Budget Term” means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 “Change Order” means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 “Contract” means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 “Contract Amendment” means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 “Contractor” means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 “Cost Reimbursement” means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 “Days” means calendar days unless otherwise specified.
 - 1.10 “Fixed Price” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 “Materials” unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 “Purchase Order” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS19-197763	

2. Contract Type.

This Contract shall be:

Fixed Price

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract 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 used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract 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 to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS19-197763	

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. *Title and Rights to Materials*. As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS19-197763	

results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. 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, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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8. Description of Materials The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
 - 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon

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receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

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14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-

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award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.frs.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

21. Contracting; Procurement; Investment; Prohibitions

21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

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1. BACKGROUND:

- 1.1. The Arizona Department of Health Services (ADHS) received funds from the Centers for Disease Control and Prevention (CDC) to further enhance and develop the State of Arizona, Epidemiology and Disease Control (EDC) program. With the continued risk for arboviral disease transmission such as Zika, dengue, chikungunya, WNV, and SLE, local public health partners should maintain the capacity for surveillance, investigation and control of infectious diseases and public health incidents. The Epidemiology and Laboratory (ELC) arboviral funds shall be used to support the development and implementation of the Tasks and Requirements in this Scope of Services.
- 1.2. The sub-awardee shall comply with patient privacy-related laws and standards, such as the Health Insurance Portability And Accountability Act Of 1996 (HIPPA), Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services.

2. OBJECTIVE:

- 2.1. Conduct arboviral case investigations, mosquito surveillance and control and improve awareness within the community

3. TASKS:

- 3.1. The sub-awardee shall adhere to CDC funding requirements and:
 - 3.1.1. Investigate 100% of suspected cases of arboviral diseases;
 - 3.1.2. Provide public health actions to all suspected cases of arboviral diseases within 48 hours of report:
 - 3.1.2.1. Public health actions could include, but are not limited to:
 - 3.1.2.1.1. Vector control strategies as new cases are identified;
 - 3.1.2.1.2. Education about mosquito abatement;
 - 3.1.2.1.3. Education about mosquito bite prevention;
 - 3.1.2.1.4. Education about sexual transmission (for Zika).
 - 3.1.3. Submit all mosquito surveillance data to ADHS at least monthly, using the standard submission form.

4. REQUIREMENTS:

- 4.1. The sub-awardee shall:
 - 4.1.1. Abide by the acceptable uses of funding, including, but not limited to:
 - 4.1.1.1. Hiring staff or contractors to support the activities of the jurisdiction's arboviral protocol;
 - 4.1.1.2. Developing, printing and/or dissemination educational materials for providers or the public;
 - 4.1.1.3. Ordering equipment for mosquito trapping or control;

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS19-197763	

4.1.1.4. Travel to meetings, conferences, or other events which will support (or increase) arboviral readiness in the jurisdiction.

5. DELIVERABLES:

5.1. Progress on the deliverables and activities funded through the ELC arboviral funds must be reported to ensure ADHS has adequate time to compile the information and submit to CDC. The report due is the following:

5.1.1. July1, 2018

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS19-197763	

Description	Quantity	Unit	Amount
Arboviral case investigations, surveillance, control and prevention awareness	1	Year	\$36,000.00

Regular Board of Supervisors Meeting

Meeting Date: 04/24/2018

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: # of ORIGINALS
Submitted for Signature:

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

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

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

LPC Agenda



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

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

April 13, 2018

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

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

9:00 a.m. Call to Order ~ *President Anthony Smith*

- A) Approval of the Minutes of the April 06, 2018, Legislative Policy Committee Meeting
(previously distributed)
- B) State Budget Update
- C) Governor Ducey's School Safety Plan
- D) Legislative Bill Updates
- E) CSA Legislative Agenda
 - 1) Policy Bills
 - a) [HB 2190 county improvement districts; repayment agreements](#) (Mitchell) **Ch. 80**
 - b) [HB 2413 public road maintenance; primitive designation](#) (Cook) **Ch. 16**
 - c) [SB 1038 state land payments; payment method](#) (Griffin) **Ch. 18**
 - d) [SB 1113 zoning violations; notice; service](#) (Fann) **Sent to the Governor**
 - 2) Budget Bills
 - e) [HB 2274 county contributions; hospitalization; medical; repeal](#) (Thorpe)
 - f) [HB 2415 juvenile dependency proceedings fund](#) (Cobb)
 - g) [HB 2439 county contributions; committed youth; repeal](#) (Thorpe)
 - h) [SB 1410 transient lodging tax; rural counties](#) (Borrelli)
 - i) Super Majority to Levy County Excise Taxes
- F) Other Legislative Issues
- G) Next Meeting Date and Time (*Thursday, April 19, at 10:00 a.m., then Friday, April 27, at 9:00 a.m.*) **PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING**
- H) Other Business
- I) Adjourn

CSA Legislative Agenda

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments	Status
Policy Bills				
HB 2190	county improvement districts; repayment agreements	<i>Mitchell</i>	Allow a county improvement district to acquire, construct, or improve a domestic drinking water treatment and distribution system or a combination of such projects with funds from the Water Infrastructure Finance Authority.	Passed House 57-0-2-0-1. Passed the Senate 29-0, Signed by the Governor on 3/27/18, Laws 2018 Chapter 80.
HB 2413	public road maintenance; primitive designation	<i>Cook</i>	Clarify the universe of road systems that are eligible to be brought into the county roadway system and expand the number of roads that are eligible to be declared as "primitive" by a county board to include those roadways not built to county standards opened prior to June 13, 1990.	Passed House 58-0-1-0-1 Passed Senate Government Committee, Rules & Caucus. On Senate Consent Calendar, awaiting Third Read. Signed by Governor on 3/16, Laws 2018 Chap. 16.
SB 1038	state land payments; payment method	<i>Griffin</i>	Enables the State Land Commissioner to accept additional payment options, instead of only cashier's checks, on sales and auctions of state land.	Passed Senate 30-0. Passed House 57-1. Signed by Governor on 3/16, Laws 2018 Chap. 18.
SB 1113	zoning violations; notice; service	<i>Fann</i>	Provide more flexibility and clarity for the serving of zoning violations. Currently statute only permits the zoning inspector to serve such notices, but the Arizona Rules of Civil Procedure (ARCP) affords more flexibility.	Passed Senate 23-5 Passed House Local & International Affairs Committee 5-0, Rules and Caucus. Awaiting COW and Third Read. Passed House 51-8; Passed Senate on Final Read 22-6, transmitted to Governor.
Budget Bills				
HB 2274	county contributions; hospitalization; medical; repeal	<i>Thorpe</i>	Eliminate the county Disproportionate Uncompensated Care (DUC) payments to the state. This payment costs 14 counties \$2.6 million annually.	Passed House 58-0, transmitted to the Senate. Referred to Senate Health & Human Services and Appropriations Committees.
HB 2415	juvenile dependency proceedings fund	<i>Cobb</i>	Allocate financial resources to counties to assist with providing mandated attorney services for indigent defendants in juvenile dependency matters, due to recent increases in costs associated with these cases as a result of the overhaul of the child protective services system in Arizona.	Passed House 51-7, transmitted to Senate. Passed Senate Judiciary & Senate Appropriations.
HB 2439	county contributions; committed youth; repeal	<i>Thorpe</i>	Repeals statute requiring the Department of Juvenile Corrections to annually assess a committed youth confinement cost sharing fee to each county, and the Department of Juvenile Corrections Local Cost Sharing Fund. All unexpended and unencumbered monies remaining in the Fund are transferred to the general fund on the effective date of this legislation. The amount of monies transferred is appropriated from the general fund in FY 2018-19 to the Department of Administration for distribution to each county in a proportional share using population data from the most recent U.S. decennial census.	Passed House 55-3; transmitted to Senate. Passed Senate Judiciary & Senate Appropriations.
SB 1410	transient lodging tax; rural counties	<i>Borrelli</i>	Enable smaller counties, with a population of fewer than 500,000 persons, to levy a tax on transient lodging in both incorporated and unincorporated areas of the county.	Bill dropped 1/26/2018 Referred to Senate Finance 1/29
Folder # TBD	supermajority to levy county excise taxes	<i>TBD</i>	Change the existing general fund one-half cent sales tax authority to allow a five-member board of supervisors to levy the tax with a super-majority vote, rather than a unanimous vote.	
Updated 4/10/18				

Ongoing LPC Bill List

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2001	indigent defense fund; distribution; purpose	<i>Cardenas</i>	The Arizona Criminal Justice Commission is required to distribute monies in the State Aid to Indigent Defense Fund each fiscal year to each county for the sole purpose of providing state aid to the county public defender, legal defender and contract indigent defense counsel for the processing of criminal cases. <u>Comments: CSA Staff explained the legislation, noting that the bill passed out of the LIA committee 7-0-0 and that the sponsor offer similar proposals last year that CSA supported. The Board moved to SUPPORT the bill.</u>	Passed House 42-16. Referred to Senate Judiciary & Appropriations.
HB 2003	coal mining; TPT; repeal	<i>Finchem</i>	The list of exemptions from the retail classification of transaction privilege taxes is expanded to include the gross proceeds of sales or gross income from sales of coal. The list of items that municipalities and special taxing districts are prohibited from levying a transaction privilege, use or other similar tax on is expanded to include the sale, storage, use or consumption of coal. Comments: Staff suggested bill be brought back to next week's BOD meeting to discuss opposition. Exploring potential fiscal impact. Members shared that this would have a negative impact on counties that rely on coal revenues. 01/18/18 - Staff explained that ADOR is still working on getting the fiscal impact and will provide an update once those are available. There was a request for clarification on the impact of the repeal. The Board moved to OPPOSE the bill. Note: Striker in Finance SB 1501 with same subject was held.	Passed House on 3/5/18 with a vote of 33-22-5 Passed Senate Finance, awaiting Rules.
HB 2017	state land department; continuation	<i>Mitchell</i>	Continues the State Land Department for an additional eight years until July 1, 2026. <u>Comments: CSA Staff noted that the State Land commissioner asked for CSA's support. LPC moved to SUPPORT the bill.</u>	Passed the House 57-0-2-0-1 Passed Senate 29-0, Signed by the Governor. Laws 2018, Ch. 62.
HB 2033	drug overdose; good Samaritan; evidence	<i>Lawrence</i>	Stipulates that a person who, in good faith, seeks medical assistance for someone experiencing a drug related overdose and a person who experiences a drug related overdose and who is in need of medical assistance cannot be charged with or prosecuted for the possession or use of a controlled substance or drug paraphernalia if the evidence for the violation was gained as a result of seeking medical assistance. <u>Comments: Staff discussed upcoming special session that Gov. Ducey is expected to call on the opioid epidemic. CSA will bring the opioid bill to LPC once it becomes available.</u>	Assigned to House Health
HB 2065	public meetings; definition; penalties	<i>Leach</i>	For the purpose of open meeting laws, the definition of "meeting" is expanded to include a one-way communication by one member of a public body that is sent to a quorum of the members of a public body and that proposes legal action, and an exchange of electronic communications among a quorum of the members of a public body that involves a discussion, deliberation or the taking of legal action by the public body concerning a matter that may likely come before the public body for action. The Attorney General is authorized to commence a suit in the superior court against an individual member of a public body for a knowing violation of open meeting law. The maximum civil penalty for a second and subsequent violation of open meeting law is increased to \$5,000, from \$500. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that the AG's office is planning on amending the bill, we will monitor and recommend connecting with civil deputies.</u>	Passed House 55-2. Passed Senate Government. Stricken from Senate consent calendar, passed Senate Rules, COW, pending 3rd Read. Passed Senate 28-2; House sponsor concurred, awaiting Final Read.
HB 2116	limitations of actions; dedicated property	<i>Kern</i>	Municipalities and counties are prohibited from instituting or maintaining an action or arbitration based on a required permit against a person who develops or develops and sells real property or who completes other construction activities on an improvement to real property that is dedicated to the municipality or county more than eight years after "substantial completion" (defined) of the improvement to real property. <u>Comments: 02/02/18 CSA Staff explained the legislation and recommended a neutral position on the bill pending an amendment that would change the starting date for the 8 years to the date the property is taken into the county maintenance system instead of upon "substantial completion". The LPC moved to have a position of NEUTRAL on the bill.</u>	Passed House 39-21. Referred to Senate Judiciary.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2156	legislative vacancy; appointment; time frame	Coleman	For a legislative vacancy where the vacant seat was represented by an organized political party with fewer than 30 elected precinct committeemen from precincts in the legislative district and in the county in which the vacancy occurred or where the vacant seat was not represented by an organized political party, the Secretary of State is required to notify the appropriate county LPC of supervisors, and the time frames for appointing a person to fill the vacancy are modified. The LPC of supervisors is required to appoint a citizens panel within 7 business days, increased from 3 business days. The citizens panel is required to submit to the LPC the names of three qualified electors to fill the vacancy within 21 days after the panel is appointed or within 5 days if the Legislature is in regular session, instead of within 7 business days. The deadline for the LPC of supervisors to appoint one person from the list to fill the vacancy within 5 business days is eliminated. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that the committee discussed the potential of adding a timeframe the BOS would be required to act when filling a vacancy. The LPC noted that the lack of a timeframe could prevent the nominated candidates for a vacant position from being considered. The LPC moved to SUPPORT the bill.</u>	Passed House 48-12; Passed Senate 28-2-0; signed by the Governor. Laws 2018, Ch. 91.
HB 2162	disability parking spaces	Campbell	The specially designated and marked parking spaces for persons with physical disabilities that state agencies and political subdivisions with jurisdiction over street parking or publicly owned and operated parking facilities are required to provide must be a van accessible space that is at least 11 feet wide and that has an access aisle that is at least 5 feet wide. <u>Comments: 1/26/2018 CSA Staff explained the legislation, no action was taken. Bill amended in Senate to remove underlying bill.</u>	Passed the House 51-6-2-0-1 Passed Senate trans-tech as amended.
HB 2165	county excise tax for transportation S/E county transportation excise tax	Campbell	The board of supervisors of any county is permitted to submit to the voters a transportation plan funded by an excise tax. The board is required to present the issue on the ballot as a single question for approval of both the transportation plan and the tax. If approved by the voters, the county is required to levy and the Department of Revenue is required to collect the tax beginning January 1 or July 1, whichever occurs first after voter approval, on the same tax base that applies to other excise taxes in the county. The tax must be levied at a rate that, together with any other county transportation excise taxes, will not exceed a total of one percent of the gross proceeds of sales or gross income derived from a business subject to the tax. In its initial submission to the voters, the board of supervisors must either set a termination date for the tax or provide that the tax will be perpetual, subject to termination only by a subsequent countywide vote. <u>Comments: CSA Staff explained this bill for informational purposes. Discussion regarding the clarity of the time frame within the legislation. 1/26/2018 CSA Staff explained SB 1147 & HB 2165, noting that the legislation will give additional tools in the toolbox for counties related to transportation. The Board noted the desire for an amendment allowing for the revenue to be excluded from expenditure limitations. The Board moved to SUPPORT the bill.</u>	Referred to the House Ways & Means & Transportation and Infrastructure Committees. Scheduled to be heard 1/30/2018 Failed House Transportation and Infrastructure on 1/31;4-4 & Held on 2/7/18 SE on 3/20 in Senate TRANSIT, vote 7-0-0
HB 2166	vehicle fees; alternative fuel VLT	Campbell	Repeals the separate vehicle license tax classification for motor vehicles powered by alternative fuels. Establishes a highway safety fee in an amount to be determined by the Director of the Department of Transportation annually. The fee will be collected on new applications and registration renewals. The fee is required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year. <u>Comments: CSA Staff explained the bill for informational purposes. 1/18/2018 - Staff explained that like Senator Worsley's bill SB 1146 from 2017, alternative fuel vehicles will have the same vehicle license tax as gasoline and diesel powered vehicle and that it is in line with the resolution urging investment in transportation passed by the CSA Board. 1/26/2018 CSA Staff explained the legislation and mirror bill 1146, noting that the legislation aligns with the CSA Boards Transportation Resolution and will put additional funds into HURF. The Board moved to SUPPORT the bill.</u>	Passed House 35-24; ready for Senate on 2/20 (Mirror 1146)

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2207	public meetings; audiovisual recordings; posting S/E public meetings; recordings; posting; definition	Grantham	All public bodies are required to provide for a complete audiovisual recording of all their meetings except executive sessions, and are required to post the audiovisual recording of a meeting on its website within five days after the meeting and retain the recording on its website for at least five years. <u>Comments: CSA Staff explained this bill for informational purposes. Discussion addressed the positive aspects of making meetings more accessible to the public, while noting the potential negative cost impact or "unfunded mandate." Further clarification regarding definition of a "public body" in the bill. 1/18/2018 staff explained that public body would include the legislature, all boards, commissions of the state, political subdivisions, multimember governing bodies of departments, agencies, etc. The CSA Board moved to OPPOSE the bill. Note: the strike everything amendment took counties out of the bill.</u>	Passed House 46-14; ready for Senate. Passed Senate Commerce & Public Safety, and Rules. Passed Senate COW, awaiting Third Read.
HB 2290	expenditure limitations; waiver of penalties	Cobb	Waives statutory penalties for excess expenditures of local revenues by La Paz County in FY 2014 through FY 2018, and prohibits La Paz County from seeking a legislative waiver of penalties for excess expenditures of local revenues for a minimum of five years after the effective date of this legislation. <u>Comments: CSA Staff explained the bill. La Paz County explained that they are going to the voters to pass a base limit increase to their annual expenditure limit and would appreciate the board's support. The CSA Board moved to SUPPORT the bill.</u>	Passed House 51-8-1. Passed Senate Appropriations and Senate Finance, rules & caucus. Passed COW, awaiting Third Read.
HB 2320	development agreements; prohibited agreements	Livingston	Counties and municipalities are prohibited from requiring development agreements to contain a provision requiring the wages paid by the contractor or subcontractor to be no less than the prevailing rate of wages for work of a similar nature. Counties and municipalities are prohibited from requiring in any development agreement that a contractor, subcontractor or material supplier become a party to a "project labor agreement" (defined), enter into a "neutrality agreement" (defined) with a labor organization, or participate in an apprenticeship program. <u>Comments: 02/09/18 CSA Staff explained the legislation noting this would prohibit development agreements from specifying a specific wage be paid by the contractor or subcontractor and noted there was a significant amount of testimony during committee. No official position was taken by the LPC.</u>	Referred to House Commerce on 1/18 Passed out of House Commerce with a 5-4-0 vote.
HB 2333 & SB 1175	home based businesses; local regulations	Weninger & Farnsworth	A county or municipality cannot prohibit the operation of a "no impact home based business" (defined) or otherwise require a person to obtain any permit, license or other prior approval to operate a no impact home based business. Establishes a list of factors that qualify a residential property for use as a no impact home based business. Counties and municipalities are permitted to establish reasonable regulations on a home based business if the regulations are narrowly tailored for specified purposes, including protecting public health and safety. <u>Comments: CSA Staff explained the bill and clarified it for informational purposes only. County professional staff have started to weigh in on the bill and have noted that with SB1001 the LPC voted to oppose on 1/2/18 there could be significant impacts to counties' ability to regulate business activities in the home unless amended. 02/02/18 CSA Staff explained the legislation and recommended an oppose position. The LPC moved to OPPOSE the bill. Updated: 03/09/18 CSA Staff explained some of our major concerns noting this is being driven by special interest groups and while the proponents feel they have provided ways to address our concerns county professional staff and attorneys do not agree.</u>	Passed House 36-20. Referred to Senate Government. Passed Senate Commerce & Public Safety Committee 5-3, did not receive a hearing in Senate Government.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2356	juvenile court; jurisdiction; age	Bowers	On petition of the county attorney, the juvenile court is authorized to retain jurisdiction over an adjudicated delinquent juvenile until the juvenile reaches 19 years of age. Allows a person to be detained in a juvenile detention center until the juvenile reaches 19 years of age. On petition of the state, the juvenile court must provide probation supervision and treatment services until the person reaches 19 years of age. The court is permitted to terminate probation supervision or treatment services after the person reaches 18 years of age if the court determines that continued treatment is not required or the person commits a new offense after reaching 18 years of age. Comments: <u>2/23/2018 Staff explained the bill and it was noted the Arizona Department of Corrections, Pima County Attorney's office and Maricopa County Attorney's office are in support of the legislation, the LPC took a position of SUPPORT.</u>	Passed House 56-0. Passed Senate Judiciary, Rules & Caucus. Passed Senate 28-0, awaiting House action on Senate amendments.
HB 2371	mobile food vendors; state licensure	Payne	The Department of Health Services is required to adopt rules to establish health and safety licensing standards for "mobile food vendors" (defined) that apply on a statewide basis. The licensing standards must include three categories of mobile food vendors that are based on the type of food dispensed and the amount of handling and preparation required. Other requirements for the licensing standards are specified. The Dept. is required to establish statewide inspection standards for use by county health departments. The business of operating a mobile food vendor is added to the restaurant classification of transaction privilege taxes. Municipalities and other taxing jurisdictions are authorized to levy a transaction privilege, sales, use or other similar tax or fee on a person engaging in business as a mobile food vendor if the adopted tax meets a list of specified requirements. Municipalities and counties are authorized to impose a list of specified restrictions on mobile food vendors and are prohibited from imposing another list of restrictions. Comments: <u>02/02/18 CSA Staff explained the legislation noting that the bill created a statewide regulation process for mobile food vendors, which was modeled on Maricopa County's ordinances. Staff noted that we will work with the sponsor to amend the bill to address our concerns. The LPC moved to OPPOSE the bill. Update: 2/23/2018 staff gave an update on the amendment to the bill so far and advised next the changes will be reviewed during the ACDEHSA meeting. Update: 3/09/18 CSA Staff noted we have been working with the sponsor of this bill, Representative Payne, to address county concerns. It was amended on the House floor two weeks ago, to make a number of changes to address county and city concerns. There are some additional changes that the sponsor has indicated he is open to an amendment to the bill. Update 4/6/2018: CSA Staff added an additional amendment allowing counties to regulate mobile vendors in county parks.</u>	Passed House 45-11. Passed Senate Commerce with amendment, and Senate Finance with amendment. Passed Senate 21-7; House sponsor refused to concur, bill will go to conference committee for possible additional amendments.
HB 2383	authorize emergency vehicles; probation officers S/E HOV lanes; emergency vehicles	Clodfelter	For the purpose of transportation statutes, the definition of "authorized emergency vehicle" is expanded to include a probation officer's vehicle. Comments: <u>02/09/18 CSA Staff explained the legislation noting that there have been concerns from the county sheriffs and other law enforcement personnel regarding the lack of training for operating as an emergency vehicle and that transport vehicles are not currently equipped with proper lights posing additional safety risks. The LPC voted to OPPOSE the issue. Update: 3/09/18 CSA Staff noted this bill is also being opposed by the County Sheriffs (AACo). Additionally, the Department of Public Safety raised concerns with the legislation though they are technically neutral.</u>	Passed House 33-26 Passed Senate Government and Judiciary with a S/E amendment removing language counties opposed. Passed Senate 30-0; House concurred, awaiting Third Read.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2386	notice of claim; requirements	Rivero	A claim filed against a public entity, public school or public employee is required to contain a specific amount and the facts supporting that amount. Payment in full of the amount releases the public entity, public school or public employee from any further liability for the claim. A cause of action accrues when the damaged party realizes he or she has been damaged by a final official act of the public entity, public school or public employee. Applies to claims filed against a public entity, public school or public employee after July 1, 2016. Retroactive to April 1, 2018. <u>Comments: 02/02/18 CSA Staff explained the legislation and recommended an oppose position, noting that there is a significant amount of case law already and the language adds ambiguity that could open the county up to additional costs. ACIP has expressed concern as well. The LPC moved to OPPOSE the bill.</u>	Referred to House Judiciary and Public Safety on 1/18 Passed JPS on 1/31;7-2 Passed House Rules on 2/5;9-0 Stricken from House Consent Calendar (Rep. Friese) 2/6 Retained on House COW calendar
HB 2389	syringe access programs; authorization	Rivero	Counties, municipalities, and/or nongovernmental organizations are authorized to establish and operate a needle and hypodermic syringe exchange program. A program is required to offer a list of specified services, including disposal of used needles and hypodermic syringes, injection supplies at no cost, access to kits that contain an opioid antagonist or referrals to programs that provide an opioid antagonist, and personal consultations concerning mental health or addiction treatment. An employee, volunteer or participant in the program cannot be charged with or prosecuted for possession of a needle, hypodermic syringe or other injection supply item obtained from or returned to a program or a residual amount of a controlled substance contained in a used needle, hypodermic syringe or injection supply item obtained from or returned to a program. <u>Comments: 2/23/2018 Staff explained the bill and it was noted that Pima County supported the bill; the LPC took a position of SUPPORT.</u>	Passed House 56-0. Passed Senate (DPA) 22-8-0. Sponsor Refused, Pending Conference Committee.
HB 2396	property; subdivision; size; requirements	Thorpe	Private property in a rural county or municipality may contain up to one single family residence per acre that is occupied by a full-time or part-time resident or vacation rental occupant and may contain any of a yurt, Hogan, recreational vehicle, prefabricated home, or single family residence that complies with all applicable state and local construction, health and safety laws and that is occupied by a full-time or part-time resident or vacation rental occupant. For the purpose of municipal zoning regulations and state real estate regulations, "subdivision" or "subdivided lands" does not include the division of land into lots or parcels of five acres or less if the size of the lots or parcels after the division is at least as large as the average lot or parcel size within five miles. County LPCs of supervisors are required to allow the division of land into lots or parcels of five acres or less if the size of the lots or parcels after the division is at least as large as the average lot or parcel size within five miles. <u>Comments: 1/26/2018 CSA Staff explained the legislation and recommended opposing the bill, noting that the feedback from the counties all expressed opposition. The LPC moved to OPPOSE the bill.</u>	Referred to House Federalism, Property Rights and Public Policy Held on 2/6

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2479 & SB 1392	TPT; digital goods & services	<i>Ugenti-Rita/D. Farnsworth</i>	The business of selling licensing for use of "prewritten computer software" (defined), regardless of delivery method, and selling "specified digital goods" that are "transferred electronically" (both defined) are added to the retail classification of transaction privilege taxes. The sale of prewritten computer software and specified digital goods must be sourced to the seller's business location if the seller receives the order at a business location in Arizona, and to the purchaser's location in Arizona if the seller receives the order at a business location outside Arizona. For the purpose of transaction privilege and use taxes and local excise taxes, gross income, gross receipts or gross proceeds from selling, leasing or licensing "specified digital services" and "specified digital goods" that are remotely accessed by a customer and not transferred electronically to the customer, are excluded from tax. Contains a legislative intent section, which states that this legislation is not intended to affect, and may not be cited or applied in, any administrative or judicial action pending on the effective date of this legislation that considers the construction, interpretation or application of any statutory or administrative provision regarding the taxation of digital goods and services. Comments: 02/09/18 CSA Staff explained the legislation noting that this arose from the business community due to the Department of Revenue currently <u>uses the definition of rental of personal property to guide their actions the goal is to move it to a retail classification and staff is working to ensure that county sales tax rates apply when the state tax rates apply. No official action was taken by the LPC. Update: 2/23/2018</u> CSA staff advised that this will impact state sales TPT an estimated reduction in 30-50 million annually. Issue relates to <u>moving from the personal property classification to the retail classification. Update 3/9/18:</u> staff noted that staff has signed in opposed to the legislation but are backing away from the use tax argument due to Leadership was tying that to the ongoing budget conversations.	HB passed House 39-19, ready for Senate.
HB 2490	contracts; licensure-requirement waivers	<i>Rivero</i>	In a contract between two or more private parties, the parties are permitted to agree to waive any state, city, town or county laws relating to licensure, certification, registration or other authorization to act for the purposes of the contract if a list of specified conditions applies, including that the subject of the contract is substantially delivered by electronic means and that the waiver does not clearly harm or damage public health or safety. Comments: 2/23/2018 staff explained the bill and it was noted that we have reached out to the Department of Revenue to get clarification on if this would exempt these contracts from TPT, the LPC OPPOSED the bill until further clarification is obtained.	Passed House 31-27. Referred to Senate Judiciary and Commerce & Public Safety Committees. Held on 3/19.
HB 2497	county attorney; county sheriff; salaries	<i>Boyer</i>	In any county with a population of 500,000 or more persons, the county board of supervisors is authorized to adjust the annual salary of the county attorney and/or the county sheriff above the statutory salary amount up to a maximum of 10 percent above the incumbent chief deputy county attorney's salary or the incumbent chief deputy county sheriff's salary, respectively. Effective January 1, 2019. Comments: 3/23/18 Discussion addressed concerns with the financial implications of this legislation. <u>Focused on the impact of this legislation on ongoing budget negotiations.</u>	Passed House 31-29 on 2/21. Passed Senate Government, failed Senate Appropriations on 3/27
HB 2500	real estate signs; cities; counties	<i>Grantham</i>	Counties and municipalities cannot prohibit an owner of real property or the owner's agent from displaying on the property and/or in an area within a public or private right-of-way a sign advertising that the property is for sale or rent, an open house, the owner or agent's name and contact information, and directions to the property. Comments: 2/23/2018 staff explained the bill it was noted <u>that there is a potential to clutter the public right away, the bill does allow for regulating based on public health, safety and welfare,</u> the LPC adopted a NEUTRAL position and authorized staff to work towards an amendment to address concerns.	Passed House 39-20. Passed Senate Government, awaiting Rules.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2501 Added to HB 2194	PTSD; workers' compensation; presumption	Boyer	<p>For the purpose of workers' compensation, post-traumatic stress disorder (PTSD) is presumed to be an occupational disease and deemed to arise out of and in the course of employment for a "first responder" (defined) if a list of specified conditions apply, including that a licensed mental health professional determines that the first responder has PTSD resulting from the performance of his/her job duties. The list of circumstances under which the state and political subdivisions are required to provide licensed counseling to a public safety employee is modified to include the use of deadly force or being subjected to deadly force in the line of duty regardless of whether the employee was physically injured (previously applied only to peace officers), witnessing the death of another public safety employee while engaged in the line of duty (previously applied only to firefighters), and in the case of a firefighter or peace officer, being exposed to a psychologically traumatic event or series of events in the course of employment. The list of public safety employees subject to this requirement is expanded to include a rescue or ambulance worker who is a member of any public retirement system. Employers are prohibited from requiring public safety employees receiving treatment under this program to use paid time off and are required to allow the employees to select their own licensed mental health professionals. The repeal date of January 1, 2023 for the licensed counseling requirements is deleted. <u>Comments: 02/09/18 CSA Staff explained the legislation noting that ACIP is concerned with the bill and recommend opposing the bill but to allow staff the opportunity to try and work on a resolution before additional action is taken by the members. The LPC voted to OPPOSE the bill. Update 3/9/18: staff noted we continue to work towards getting the bill amended and or to hold it up in the process. 3/23: HB 2501 will not advance however we are expecting a striker to be placed on HB 2194 podiatrists; special meetings (Carter) in Senate Appropriations on Tuesday.</u></p>	<p>Passed House 57-2, transmitted to the Senate. Referred to the Finance and Commerce & Public Safety Committees.</p> <p>Added to HB 2194 as S/E Added to HB 2502 as S/E</p>
HB 2503	building code exemptions; public notice	Barton	<p>If the owner of property classified as class 2 agricultural property for property tax purposes that is exempt from county building codes desires to change the agricultural use of all or part of the property, the owner is required to apply to the county planning and zoning commission to change the agricultural use. The commission is required to notify adjacent property owners and other potentially affected citizens and provide an opportunity for them to express any issues or concerns regarding the exemption or change in use. After notice, the commission is required to hold a public hearing. When deciding whether to grant or deny the application to change the agricultural use or exemption request, the commission is required to consider whether the exemption or change in agricultural use would conserve and promote the public health, safety, convenience and general welfare. <u>Comments: 2/15/2018 CSA Staff provided an overview of the legislation and noted some of the initial feedback from counties that this creates a public hearing process on a process that is exempt and it has a zoning feel. The CSA Board did not move to take action on the bill.</u></p>	<p>Passed House 58-0. Passed Senate 30-0, transmitted to the Governor. Signed by Governor, Chapter 139.</p>
HB 2514	HURF distribution; cities, towns, counties	Cook	<p>Beginning in FY2019-20 and each FY thereafter, the Department of Transportation is required to allocate and the State Treasurer is required to distribute \$18 million from revenues of the Arizona Highway User Revenue Fund (HURF) to small counties and municipalities. Of the \$18 million, \$9 million must be distributed to counties with a population of less than 250,000 persons and \$9 million must be distributed to municipalities with a population of less than 7,500 persons. Effective July 1, 2019. <u>Comments: 2/15/2018 CSA Staff explained that the bill redistributes \$18 M of existing HURF funds. There was significant discussion among the membership, noting appreciation for the good intention of the bill but that there is a need for additional funds into the system, and concerns over making winners and losers amongst the membership. There was some discussion that rural counties need to come together on this issue. President Smith held the vote on the bill for an upcoming LPC meeting.</u></p>	<p>Passed House 36-20. Passed Senate Transportation & Technology and Senate Appropriations. Pending Rules</p>

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2518	prosecution expenses; county reimbursement; repeal tech correction; prisoners	Kern	Repeals statute requiring the Department of Corrections to reimburse a county for court costs and fees incurred by the county for the prosecution and for the costs of confining a prisoner who was arrested for any crime committed in or adjacent and related to a Dept. correctional facility or committed while escaped from a Dept. correctional facility or from the custody of Dept. officials or employees while away from the correctional facility. Comments: <u>2/15/2018 CSA Staff provided an overview of the legislation. It was noted that this could be a huge cost to the counties. The CSA Board moved to OPPOSE the bill. 2/22/18 CSA amended the bill on the floor of the House to remove the portion that impacts counties. Based on it no longer impacting counties, CSA is now NEUTRAL.</u>	Passed House 33-23. Passed Senate Government with S/E amendment.
HB 2529	sober living homes; certification S/E assisted living; referrals; disclosure	Campbell	The Department of Health Services is required to contract with an "approved certifying organization" that is affiliated with an "approved national organization" (both defined) to certify each sober living home in Arizona and investigate and address complaints. The Dept. is required to approve the standards to certify sober living homes, and provisions that must be included in the standards are listed. Each sober living home in Arizona is required to be certified, and a person operating a sober living home within certification is subject to a civil penalty of up to \$1,000 for each violation. The Dept. is required to establish fees for certification. Repeals statutes authorizing counties and municipalities to adopt standards for structured sober living homes that comply with state and federal fair housing laws and the Americans with Disabilities Act. Comments: <u>02/09/18 CSA Staff explained the legislation noting that there so far we have found that no counties have implemented ordinances regarding Sober Living Homes and that there is expected to be a significant amendment to the bill in the coming days due to concerns the Department of Health Services has with the current legislation. No official action was taken by the LPC. Please note this bill was stricken with new language</u>	Passed House 55-0. Passed Senate 30-0, Conference Committee Recommended
HB 2538	U.S. House vacancy; special election	Coleman	A special primary election to fill a vacancy in the office of Representative in Congress is required to be held 95 to 105 days after the occurrence of the vacancy, instead of 80 to 90 days after. The clerk of the county board of supervisors of each county that is required to participate in the special election is required to post a notice with the special primary election dates on a county-operated website, instead of being required to publish a copy of the election proclamation in an official county newspaper. Comments: <u>2/23/2018 staff explained the bill it was noted that this was a holdover from when Arizona only had one Congressional District; the LPC took a position of SUPPORT.</u>	Passed House 57-2. Passed Senate Government, awaiting Rules. Retained on COW calendar.
HB 2579 S/E SB 1140	video service; certificate of authority	Norgaard	The regulation and use of "video service" (defined as the provision of multichannel video programming, including cable service but excluding internet streaming and direct broadcast satellite service) are of statewide concern and are not subject to further regulation by a county or municipality except as specifically provided in statute. Beginning January 1, 2020, the Secretary of State has the exclusive authority to issue a certificate of authority to a person to provide video service and to construct and operate a video service network in any service area in Arizona. Beginning January 1, 2020, a person is prohibited from acting as a video service provider or constructing or operating a video service network without first having been issued and continuing to hold a certificate of authority. The Secretary of State is required to establish and collect fees for the purpose of administering certificates of authority for video service providers. Beginning January 1, 2020, an incumbent cable operator is permitted to either continue to operate within a service area as defined in the local license or terminate the local license by applying for and obtaining a certificate of authority. Establishes requirements to obtain a certificate of authority, lists the authorities granted by a certificate, and provides for amendment of certificates to add service areas. Much more. Effective January 1, 2020. Comments: <u>CSA staff explained the bill and noted that COX has agreed to amend the bill to address concerns over permit timing, costs for restoring public highways and tightening up other language to address county concerns. The Board took a position of NEUTRAL pending an amendment. 3/23/18: HB 2579 will not advance but version of it is planned to be stricken on to SB 1140 state land department; continuation (Griffin) in House Appropriations on Wednesday.</u>	Passed House 37-18. Passed Senate Commerce & Public Safety, held in Senate Government. Stricken onto SB 1140 in House Appropriations on 3/28, passed House Rules and Caucus, awaiting Floor action.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2588	essential county services; appropriation S/E misrepresentation; service animals	Cook	Appropriates \$1,650,150 in FY2019 to be equally distributed among counties with population between 200,000 and 900,000. Appropriates \$8,000,000 from the State GF in FY2019 for one-time distribution to counties to be used to maintain essential county services. Comments: 02/09/18 CSA Staff explained the legislation noting that this addresses a number of our budget priorities and recommended supporting the bill. The LPC voted to SUPPORT the bill.	Passed House 50-10. Passed Senate Government. New language stricken onto the bill in Senate Appropriations on March 27. Passed Senate 17-11; House concurred, awaiting Final Read.
HB 2602	running nodes; blockchain; regulation prohibition	Weninger	Counties and municipalities cannot prohibit or otherwise restrict an individual from "running a node on blockchain technology" (defined) in a residence. Comments: 2/23/2018 staff explained the bill and advised it was for informational purposes only. It was noted that blockchain is the technology that allows for digital currencies to be created, traded and tracked but has other applications including insurance, government and health care but staff has not heard of a county or municipality regulating the activity.	Passed House 55-4. Passed Senate Transportation & Technology, Rules and Caucus. Awaiting COW & Third Read. Senate COW approved on 3/15. Passed Senate 20-8, ready for Governor.
HB 2632	public roadways; disposition	Rivero	In addition to quitclaim deed, a governing body may authorize the Department of Transportation to sell and convey the land within a roadway or portion of a roadway by another appropriate instrument. If "abutting owners" (defined) that comprise more than 50 percent of the land that is the subject of the sale provide written notice to the clerk or secretary of the governing body or the Dept., stating that the abutting owners elect that the land be auctioned, the sale must be conducted.	Passed House 38-18-4 Passed Senate Transportation and Technology, awaiting Rules.
HCR 2015	municipal and county tax limitations	Thorpe	The 2018 general election ballot is to carry the question of whether to amend the state Constitution to require, beginning January 1, 2017, any increase in the ad valorem tax levy of a county or municipality greater than 1 percent more than the levy in the preceding year to be approved by the voters of the county or municipality, and to require any increase of any amount in the ad valorem tax levy of a county or municipality in any three consecutive years to be approved by the voters of the county or municipality. Also to require, beginning January 1, 2017, a county or municipality that initiates the levy or increases the rate of a transaction privilege or other similar excise tax to distinctly state the amount of the tax or rate increase and the specific purpose for which the revenues may be spent, and to submit the tax or tax rate increase and the purpose to the voters of the county or municipality for approval. If approved by the voters, this resolution is retroactive to January 1, 2017. Comments: CSA Staff explained the bill. The CSA Board moved to OPPOSE the bill.	Referred to House Ways and Means on 1/30
SB 1001	home-based businesses; regulations restrictions	Farnsworth	Specifies that county ordinances cannot restrict or otherwise regulate the owner of a home-based business that holds a valid license from using 50 percent or less of the square footage of the primary residential dwelling to conduct home-based business activity, or from using a 400 square foot or smaller "accessory structure" (defined) or garage for home-based business activity. Comments: CSA Staff explained the legislation, noting that the sponsor offer similar proposals last year that CSA opposed. The LPC moved to OPPOSE the bill.	Referred to Senate Government; Senate Commerce & Public Safety Passed Senate Commerce & Public Safety 1/29; 5-3-0

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1022	DHS; homemade food products	D. Farnsworth	Establishes requirements for the preparation and packaging of cottage food products. The Department of Health Services is required to establish an online registry of food preparers that are authorized to prepare "cottage food products" (defined as a food that is not potentially hazardous as defined by Dept. rule and that is prepared in a home kitchen by an individual who is registered with the Dept.) for commercial purposes. A registered food preparer is required to renew the registration every three years and must provide any updated registration information to the Dept. within 30 days after any change. Cottage food products must be packaged at home with an attached label that clearly states the name and registration number of the food preparer and that includes the statement "This product was produced in a home kitchen that may process common food allergens and is not subject to public health inspection." Comments: <u>1/26/2018 CSA Staff explained the legislation, noting that feedback from the counties was mixed. No action was taken by the LPC.</u>	Passed Senate 30-0. Passed House 55-2, signed by the Governor. Laws 2018, Ch. 45.
SB 1043	county recorder; recording fees	Kavanagh	The fees received by the county recorder are modified as follows: \$30 for recording papers required or authorized by law, instead of \$5 for the first 5 pages plus \$1 for each additional page, and \$15 for recording papers to which a government entity is the requesting party, instead of \$3 for the first 5 pages plus 50 cents for each additional page. Separate fee amounts for recording deeds affecting interest in real property and deeds of trust or mortgage are eliminated. Additional fees such as the special recording surcharge, the fee for real estate transfers, and the fee for an affidavit of annual work, are included in the total fee instead of being charged separately. Comments: <u>CSA Staff explained the bill, sharing that it would be brought to the full BOD next week. Discussion explored concerns that this favors companies over individuals.</u>	Passed Senate 23-5-2 Passed House 51-7 (DPA), Senate Final Read 19-11, transmitted to the Governor on 4/02. Signed by Governor, Chapter 143.
SB 1052	county flood control districts; easements	Griffin	The list of conditions under which a county flood control district may authorize the grant of an easement on or a lease of district real property without a public auction is modified to specify that the reimbursement to the district, instead of to the county, for the easement granted or lease executed is not less than the appraised value as determined by the district, instead of by the county. Comments: <u>1/26/2018 CSA Staff explained the legislation, noting that this was a clean up bill from 2017 and recommended support. The LPC moved to SUPPORT the bill.</u>	Passed Senate 30-0 2/5 Passed House 58-0, Signed by the Governor. Laws 2018, Ch. 47.
SB 1059	lottery; additional game; revenue allocation	Borrelli	Authorizes the Lottery Commission to establish a lottery game called the Arizona Copper Star Game that must be conducted at four-minute intervals. A player may purchase a single ticket for 1-5, 10, 20, 50 or 100 consecutive draws and may purchase up to 10 numbers between 1 and 80. A player is eligible for payment of prizes if the player's numbers match any of the twenty numbers drawn. The total annual revenues from the Arizona Copper Star Game are allocated 50 percent for the payment of prizes and 50 percent to the general fund. Of the revenues allocated to the general fund, the Legislature is required to annually appropriate 40 percent to the Department of Public Safety, 40 percent to provide funding for kindergarten programs in public schools, 5 percent to the Attorney General for deposit in the Internet Crimes Against Children Enforcement Fund, 5 percent divided equally among the counties, and 10 percent retained in the general fund for any purpose prescribed by law. Comments: <u>CSA Staff explained the legislation. Discussion from the LPC indicated that there may be concerns with how it impacts the Arizona Tribal State Compacts and the need for new funding to go towards long term dept. such as EOPR and PSPRS. The LPC recommended monitoring the bill and no action was taken.</u>	Senate Government 1/24/2018—Held Failed Senate Government 3-4

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1065	communication- service information- technical correction- S/E commercial vehicles; ports of entry; axel fees	Brophy McGee	Allows the ADOT to establish an axle fee in rule for all commercial vehicles that enter Arizona from Mexico through an international port of entry in counties with a population with fewer than 190,000 persons or greater than 250,000 persons. Starting July 1, 2018 ADOT is required to deposit collected axle fees in the State Highway Fund and spend collected single trip excess weight permit and axle fee monies on qualifying transportation facilities proportionally based on the amount collected through each international port of entry located within 20 drivable miles of the international port of entry. <u>Comments: CSA Staff explained the legislation and noted an adopted amendment took Yuma out of the bill due to concerns regarding the loss of truck traffic to Calexico. The funds will be used to modernize State Route 189 and Ruby Road off I-19 in partnership with ADOT. The Board took a position of SUPPORT.</u>	Passed Senate 20-10-0. Passed House Transportation and Infrastructure. Passed House 56-0, Senate concurred on amendments, awaiting Final Read.
SB 1076	assault; public safety contractors; workers	Barto	For the purpose of statute allowing public safety employees or volunteers to petition the court for an order authorizing testing of another person for certain diseases if there is probable cause to believe that the person bit, scratched, spat or transferred blood or other bodily fluid on or through the skin of the employee or volunteer who was performing an official duty, the definition of "public safety employee or volunteer" is expanded to include a contractor of a state or local law enforcement agency or correctional facility, any employee or volunteer of a correctional facility, and any other person who is authorized to perform official duties or be present within a correctional facility. <u>Comments: CSA Staff explained the bill and advised it was coming from Maricopa County. Staff will follow-up on a question regarding state liability if a contractor is infected with a disease. The CSA Board moved to SUPPORT the bill.</u>	Passed Senate 30-0 Passed House 59-0, ready for Governor. Signed by Governor Laws 2018, Ch. 22
SB 1084	condominium- termination- appraisal dispute- S/E incorporation; urbanized areas; planned communities	Barto	Modifies the methods that can be used to incorporate in urbanized areas retroactive to January 1, 2017. Removes the requirement that an urbanized area a population over 15,000 obtain approval from any planned community association within its boundaries during its period of declarant control in order to incorporate as a city or town through specified methods.	Strike-everything amendment offered in the House Local and International Affairs Committee on March 21, 2018, vote 4-2-0-1. From House rules okay.
SB 1089	purple heart day	Borrelli	Declares that August 7 in each year is Purple Heart Day, which is not a legal holiday. <u>Comments: CSA Staff explained the legislation, noting that all Arizona Counties are Purple Heart Counties. The LPC moved to SUPPORT the bill.</u>	Passed Senate 28-0-2 Passed House 59-0, ready for Governor. Signed by governor. Laws 2018, Ch. 24
SB 1144	conservation easements; notice; valuation	Griffin	The holder of a conservation easement is required to provide for the recording of the easement and its acceptance, and to prepare and provide the information required for the registry of real property burdened by conservation easements to the county assessor for each county in which any portion of the real property is located. The information that must be included in the registry for each parcel is expanded to include the name of the holder of the conservation easement, the name of any governmental body or charitable corporation with a third-party right of enforcement, and the full cash value of the property as determined for the year in which the conservation easement is recorded. <u>Comments: 1/26/2018 CSA Staff explained the legislation for informational purposes, noting the original requirements for the online registry went into effect 1/1/2017.</u>	Passed Senate 29-0-1 Passed House 57-0, signed by the Governor. Laws 2018, Ch. 52

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1146	vehicle fees; alternative fuel VLT.	Worsley	<p>Repeals the separate vehicle license tax classification for motor vehicles powered by alternative fuels. Establishes a highway safety fee in an amount to be determined by the Director of the Department of Transportation annually. The fee will be collected at the time of application for vehicle registration. The fee is required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year.</p> <p>Discussed mirror bill HB 2166 vehicle fees; alternative fuel VLT (Campbell) on 1/18/2018 <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that the legislation aligns with the CSA Boards Transportation Resolution and will put additional funds into HURF. The LPC moved to SUPPORT the bill.</u></p>	<p>Passed Senate Transportation and Technology with amendment; 7-0 Passed Senate rules on 2/19 Senate COW approved with amend and floor amend on 2/22</p>
SB 1147	county excise tax for transportation.	Worsley	<p>The board of supervisors of any county is permitted to submit to the voters a transportation plan funded by an excise tax. The board is required to present the issue on the ballot as a single question for approval of both the transportation plan and the tax. If approved by the voters, the county is required to levy and the Department of Revenue is required to collect the tax beginning January 1 or July 1, whichever occurs first after voter approval, on the same tax base that applies to other excise taxes in the county. The tax must be levied at a rate that, together with any other county transportation excise taxes, will not exceed a total of one percent of the gross proceeds of sales or gross income derived from a business subject to the tax. In its initial submission to the voters, the board of supervisors must either set a termination date for the tax or provide that the tax will be perpetual, subject to termination only by a subsequent countywide vote.</p> <p><u>Comments: Discussed mirror bill HB 2165 county excise tax for transportation (Campbell) on 1/12/2018 1/26/2018 CSA Staff explained the legislation, noting that the legislation will give additional tools in the toolbox for counties related to transportation. The LPC noted the desire for an amendment allowing for the revenue to be excluded from expenditure limitations. The LPC moved to SUPPORT the bill.</u></p>	<p>Passed Senate 24-6. Passed House Ways & Means. Passed House Transportation & Infrastructure. Awaiting Rules.</p>
SB 1153	fire flow requirements; rural applicability	Allen	<p>In a county with a population of less than 500,000 persons (all but Maricopa and Pima), any requirement to provide water and/or fire flow for fire protection under a fire code adopted by the state or a county, municipality or fire district does not apply to single-family residential properties or subdivisions with lot dimensions equal to or greater than 1/2 acre in size if the current "adjacent public water distribution system" (defined) or a private well does not meet the requirements to provide water and/or fire flow. Contains a legislative intent section. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that the legislation is similar to a bill last year that the LPC opposed. The LPC moved to OPPOSE the bill.</u></p>	<p>Referred to Senate Natural Resources, Energy and Water Scheduled to be heard 1/29/2018; Held</p>
SB 1195	technical correction; health services; monitoring S/E application; emergency admission; nonevaluating hospitals-	Barto	<p>The striker makes extensive changes to the involuntary commitment statutes. <u>Comments: CSA Staff explained the legislation noting that there are some significant concerns from the counties on this bill including the impact the Certificate of Hold process could have on rural counties and unreasonable timing for evaluations and screenings. The Board moved to OPPOSE the bill. Update: 2/23/2018 staff advised there is a stakeholder meeting next Monday and we are working towards getting a better resolution on the bill. Update 3/09/18: CSA staff noted of the three main concerns, one problematic component remains in the bill and we are working on an additional amendment to be added in the House to address the concerns. Both the sponsor and the proponents have indicated they will continue to work with us on the bill to address our concerns. 3/23/18: Was not heard in the House and we will continue to monitor the strikers once they are posted.</u></p>	<p>Passed Senate 19-10-1 Referred to House Health, additionally referred to House Appropriations.</p>

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1201	county treasurer; electronic records; liens	Worsley	The county treasurer is authorized to keep an account of the receipt and expenditure of monies in electronic books provided for that purpose and to issue either an electronic receipt or hard copy receipt for all monies received. <u>Comments: 02/09/18 CSA Staff explained the legislation noting that is an efficiency bill of AACo's. The LPC voted to SUPPORT the bill.</u>	Passed Senate 30-0. Passed House 56-0-4, transmitted to Governor.
SB 1202	countywide elections; vote-by mail	Worsley	On approval of the county LPC of supervisors, a county is authorized to conduct a mail ballot election for all elections administered by that county, including elections for federal and state offices and measures, and elections for county, municipal, school district and special districts. Counties that conduct mail ballot elections are required to report specified information about the election to the Legislature by January 1 of each year following a mail ballot election. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is an AACO bill, permissive and a potential cost saving measure. The LPC moved to SUPPORT the bill.</u>	Referred to Senate Judiciary
SB 1207	lease authority; airports; air terminals	Pratt	Any county, instead of only a county with a population of less than 400,000 persons, is permitted to extend the existing lease for airport or airport terminal purposes with a person, corporation or political subdivision, after notice and a public hearing. Lease extensions may be for an additional period of up to 50 years, increased from 40 years. The reimbursement to a county for an executed lease cannot be less than the appraised rental value of the real property as determined by the county, except that the county is allowed to consider any capital improvements by the lessee in determining the final reimbursement rate of the lease. <u>Comments: 02/02/18 CSA Staff explained the legislation and recommended support, noting that it is an important tool for Pinal County and would allow flexibility for rural counties that have a lessee that wants to make long term improvements in the airport. The LPC moved to SUPPORT the bill.</u>	Passed Senate 27-2 Passed House 47-12, ready for Governor. Signed by Governor, Laws 2018, Ch. 26
SB 1216	advanced certification; assessor personnel; compensation	Allen	A person who is employed by the Department of Revenue or a county and who successfully completes the advanced certification for assessors and appraisers provided by the Dept. may be approved to receive additional compensation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting it is the same language as a bill last the LPC opposed last year. The LPC moved to OPPOSE the bill.</u>	Referred to Senate Finance Passed FIN on 2/14/18 with a vote of 4-3-0 On Senate consent calendar; passed Senate rules on 2/19 Stricken from consent calendar by Yarbrough on 2/19 Failed Senate 13-17 on 2/21
SB 1274	public monies; recovery; illegal payments	Peterson	The Attorney General is authorized to bring an action to recover illegally paid public monies against any person who received the illegal payment, the public body or public officer acting in his/her official capacity who ordered or caused the illegal payment, the public official, employee or agent who ordered or caused the illegal payment. A public official, employee or agent of the state, a political subdivision, or a budget unit who is charged with collecting, receiving, safekeeping, transferring or disbursing public monies may be held personally liable for an illegal payment of public monies. <u>Comments: 02/02/18 CSA Staff explained the legislation and recommended opposing the bill as written, noting that the AG's office agreed to amend the bill to ensure the same standards for state employees are subject at all levels of state government. The LPC moved to OPPOSE the bill. Update: 2/23/2018 staff noted the bill as amended was reviewed with the Civil Deputies and they were comfortable with the changes and staff recommended moving the position from oppose to neutral, the LPC adopted a NEUTRAL position on the bill.</u>	Passed Senate 30-0 2/21 Passed House Government, Rules and Caucus. Passed House 55-1, Senate concurred on House amendments, awaiting Final Read.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1281	street lighting improvement districts; consolidation	Kavanagh	Municipalities are authorized to consolidate two or more existing street lighting improvement districts upon receipt of a petition signed by the majority of the real property owners in each of the districts that are proposed to be consolidated. The districts must be contiguous and new territory may not be included. Establishes a process for consolidation, including public notice and a public hearing. The consolidation must take effect on July 1 immediately following the timely filing of notice of the consolidation with the Department of Revenue. To be eligible to levy a tax within a consolidated district, the municipality is required to notify the Dept., the county assessor and the county treasurer of the district consolidation no later than June 1 immediately preceding the effective date of the consolidation. <u>Comments: 02/09/18 CSA Staff explained the legislation noting that this is a League bill that will allow for potential efficiencies for the Treasurer and Assessor's office, some discussion regarding the potential for adding this type of language for county street lighting districts. The LPC did not take any action on the bill.</u>	Passed Senate 29-0-1 Passed House 53-4, transmitted to Governor.
SB 1292	EORP; cost of living adjustment	D. Farnsworth	For the Elected Officials' Retirement Plan, each retired member or survivor of a retired member is eligible to receive a compounding cost of living adjustment in the base benefit based on the average annual percentage change in the metropolitan Phoenix-Mesa-consumer price index, with the immediately preceding year as the base year for making the determination, up to a maximum of two percent of the retired member's or survivor's base benefit annually. Repeals statutes governing EORP benefit increases. Conditionally enacted on the state Constitution being amended, as prescribed in an unspecified Senate concurrent resolution (blank in original), by the voters at the 2018 general election. <u>Comments: 02/02/18 CSA Staff explained the legislation and recommended a position of support, noting that the bill would move the permanent benefit increase (PBI) to a cost of living adjustment (COLA) for EORP and the companion bill that would send the issue to the voters is SCR 1010. The LPC moved to SUPPORT the bill.</u>	Passed Senate 29-0-1 Referred to House banking and insurance on 2/19. Withdrawn from banking and insurance, additionally referred to House Appropriations.
SB 1296	government communications; emergency response interpreters	Bowie	The state, counties and municipalities are each required to ensure that its communications with persons with disabilities, including online communications and emergency communications, are equally as effective as its communications with persons without disabilities. The state, counties and municipalities are each required to provide auxiliary aids and services with needed to communicate effectively with persons with communication disabilities. The state, counties and municipalities are each required to establish a protocol to secure a licensed emergency response interpreter to interpret emergency communications that are presented live to the media for broadcast or delivered through a live online communication, including an official government statement or press conference relating to an emergency situation. Does not prevent the state, a county or a municipality from communicating to the public during an emergency situation if an emergency response interpreter is unavailable. <u>Comments: CSA Staff explained the legislation and a question on if there was funding connected to the legislation arose. Staff explained that there was no funding associated with the legislation. The CSA Board did not take any action on the bill.</u>	Passed Senate 30-0. Passed House Government, awaiting Rules.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1374	state law; local government violations	Brophy McGee	For a legislator to be eligible to request an investigation of a county or city action that allegedly violates state law or the state Constitution, all or part of the county or municipality must be located in the legislator's legislative district. Prior to investigating the alleged violation, the Attorney General is required to notify the county or municipality and allow at least 30 days for a response before making a determination. Counties and municipalities have 60 days, increased from 30 days, to resolve violations after notice from the Attorney General, or may appeal the determination by filing a special action in the Supreme Court to resolve the issue. If the Supreme Court determines that there is no violation, the State Treasurer is required to reimburse the county or municipality for reasonable fees and costs incurred to respond to the request. The reimbursement amount cannot exceed an unspecified amount (blank in original) for each determination. <u>Comments: 02/02/18 CSA Staff explained the legislation, noting this was for information only at this point. The bill makes changes to SB1487 (2016) regarding complaints by a legislator alleging a municipality or county took legal actions that violate state statute or the Arizona Constitution.</u>	Referred to Senate Government on 2/6 Scheduled to be heard in Senate Failed in the GOV Committee on 2/14/18 with a vote of 3-4-0.
SB 1387	real property; conveyance; disclosure S/E local regulations; home-based businesses	Griffin	Identical language to the House Engrossed version of HB 2333 that was held in the Senate Government Committee. The LPC voted to oppose HB 2333 on 1/02/2018.	Strike-everything amendment offered in the House Appropriations Committee on March 29, 2018, vote 6-5-0-2. Retained on House COW.
SB 1400	aggravated DUI; sentence; county jail	Smith	County sheriffs of counties with a population of less than 500,000 persons are authorized to establish an aggravated driving under the influence jail program. If the county sheriff establishes a program, the program cannot be implemented until the Department of Corrections enters into an agreement with the county board of supervisors to facilitate the program. If a violation of aggravated driving under the influence occurs in a county with a program or a county contiguous to a county with a program and the person is placed on probation, the mandatory term of incarceration that the person would otherwise serve in prison may be served in a county jail. Beginning January 1, 2019, the Arizona Criminal Justice Commission is required to submit an annual recidivism report to the Legislature that compares the recidivism rate for a person who serves the mandatory incarceration in a county jail under a program and a person who serves the mandatory incarceration in prison. <u>Comments: 02/02/18 CSA Staff explained the legislation, noting that additional information on the bill will be sent out and feedback will be requested.</u>	Passed Senate 30-0. Passed House Judiciary & Public Safety, Rules and Caucus. On House Consent Calendar, awaiting Third Read.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1404	occupational- regulation; municipalities; counties	Smith	Counties and municipalities are prohibited from imposing any "occupational fee" or "licensing requirement" (both defined) on any occupation, trade or profession if that county or municipality does not already impose it on the effective date of this legislation. If the state imposes a new occupational fee or licensing requirement on any occupation, trade or profession that has not been previously regulated by the state but that has been regulated by the county or municipality, the county or municipality is prohibited from continuing to impose any occupational fee or licensing requirement on that occupation, trade or profession on or after the effective date of the statute or rule. Beginning on the effective date of this legislation, a county or municipality is prohibited from increasing the amount of any occupational fee on any occupation, trade or profession that is currently subject to the occupational fee. <u>Comments: 2/23/2018 staff explained the bill it was noted that this bill does not allow for the need to license based on future areas that may need oversight such as industry connected to future technology or if the state was to allow recreational marijuana, the LPC OPPOSED the bill.</u>	Failed Third Read in the Senate on 3/5/18 12-17-1
SB 1452	dependency; kinship care; aggravated- circumstances	Barto	The Department of Child Safety is required to determine the placement of a child in Dept. custody based on the best interests of the child, and to give preference to an adult relative over a nonrelative caregiver when determining the child's placement. If a child is taken into temporary custody, the Dept. is required to use due diligence to identify and notify adult relatives of the child within 30 days after the child is taken into temporary custody, including contracting with private investigators if necessary, and file the results of the search with the court. If the Dept. identifies an adult relative who is a suitable placement for the child and the placement of the child with the adult relative would be in the best interests of the child, the child must be placed with the adult relative within 30 days if the placement is in Arizona, or within 90 days if the placement is outside Arizona. A list of factors the court is required to consider when determine whether a placement is in the best interests of the child is established. If a child has been in foster placement for six months or more, the presumption exists that remaining in the placement is in the child's best interests unless there are confirmed safety or welfare concerns for the child. If a child who was taken into temporary custody is under three years of age, the Dept. is required to determine if an "aggravating circumstance" (defined elsewhere in statute) exists, and file a notice with the court within 14 days that states either that the Dept. finds, does not find or is unable to determine that an aggravating circumstance exists. If the Dept. finds the existence of an aggravating circumstance, the Dept. is required to file a petition for termination of parental rights within 10 days after the notice is filed. If the Dept. is unable to determine if an aggravating circumstance exists, the court is required to hold a hearing within 48 hours after the notice is filed to determine the existence of an aggravating circumstance, and must make the determination within three days after the hearing. By July 1, 2019, the Dept. is required to develop a system to track on an individual and aggregate basis infants who are taken into the custody of the department as a result of in utero controlled substance exposure. <u>Comments: CSA Staff explained the legislation. The CSA Board did not take action on the bill.</u>	Passed Senate Health and Human Services with a vote of 4-3-0-0. Passed Rules--

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1465	sober living homes; certification	Campbell/ Brophy McGee	The Department of Health Services is required to contract with an "approved certifying organization" that is affiliated with an "approved national organization" (both defined) to certify each sober living home in Arizona and investigate and address complaints. The Dept. is required to approve the standards to certify sober living homes, and provisions that must be included in the standards are listed. Each sober living home in Arizona is required to be certified, and a person operating a sober living home within certification is subject to a civil penalty of up to \$1,000 for each violation. The Dept. is required to establish fees for certification. Repeals statutes authorizing counties and municipalities to adopt standards for structured sober living homes that comply with state and federal fair housing laws and the Americans with Disabilities Act. <u>Comments: 02/09/18 CSA Staff explained the legislation noting that there so far we have found that no counties have implemented ordinances regarding Sober Living Homes and that there is expected to be a significant amendment to the bill in the coming days due to concerns the Department of Health Services has with the current legislation. No official action was taken by the LPC.</u>	SB 1465 passed Senate 29-0. Passed House Health. Rules & Caucus. Pending 3rd Read. Passed House 59-0; transmitted to Governor.
SB 1466	voting centers; board of supervisors	Gray	Only on a specific resolution of the county board of supervisors, the board is permitted to authorize the county recorder or other officer in charge of elections to use additional types of voting locations in addition to polling places, including voting centers, early voting centers, and early voting drop-off centers. <u>Comments: 02/09/18 CSA Staff explained the legislation noting, before making a decision it would be discussed again after the recorders have had an opportunity to seek an amendment. The Board moved to OPPOSE the bill and work towards an amendment. Update an agreement has been reached on this bill with the Recorders and Elections Officers.</u>	Passed Senate 3/8/18 with a vote of 29-0-1. Passed House Government, passed Rules, awaiting Caucus.
SB 1492	payment in lieu of taxes	Griffin	A local government that receives federal payments in lieu of taxes is required to distribute those monies to the school districts where the nontaxable federal lands are located and that generated those federal payments. Comments: 02/09/18 CSA Staff explained the legislation noting, that this could cost counties \$35 million in revenues. The LPC voted to OPPOSE the bill.	Referred to Senate Finance and Senate Education on 1/31 Scheduled to be heard in Senate Education on February 15, 2018 Held in ED

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1503	delinquent restitution; monthly report; hearing	Smith	The clerk of the court is required to transmit a monthly report to the probation department and to each supervising court that includes the name and case number of every defendant who has been placed on probation, who is supervised by that court and who is delinquent in the payment of restitution or of any installment as ordered by the court. If a defendant fails to make three or more consecutive payments as required by a condition of probation, the supervising court is required to conduct a review hearing within 30 days after receiving notice of the delinquency to determine whether there is cause to find the defendant in contempt and impose a sanction. Comments: <u>2/23/2018 staff explained the bill it was noted that the Arizona Office of the Courts, Superior Court Clears are in opposition to the bill. Staff recommended opposing the bill due to potential cost impacts and the current lack of capacity to expand the court case load in this way. Discussion identified support for the underlying reason for the bill, supporting victims getting paid in a timely manner but the LPC OPPOSED the bill based on potential cost impacts to counties.</u>	Passed Senate 17-13. Passed House Judiciary & Public Safety, Pending 3rd Read. Passed House 34-25; Senate concurred on House amendments. Passed Senate Final Read 17-11, transmitted to Governor.
SCM 1007	rural schools; reauthorization; urging Congress	Griffin	The Legislature urges the U.S. Congress to immediately reauthorize Secure Rural Schools and Community Self-Determination Act funding for fiscal years 2019 and 2020 and work toward a long-term solution for rural communities and schools in and around national forests. The Secretary of State is directed to transmit copies of this memorial to the President of the U.S. Senate, the Speaker of the U.S. House and each member of Congress from Arizona. Comments: <u>02/09/18 CSA Staff explained the legislation encouraging Congress and the President to create a long term SRS solution. The LPC voted to SUPPORT the bill.</u>	Passed Senate 30-0. Passed House 56-0-4, transmitted to Secretary of State.
SCM 1018	payments in lieu of taxes	Griffin	The Legislature urges the U.S. Congress to provide full long-term funding for the Payment in Lieu of Taxes (PILT) program to help create financial stability within Arizona's counties, and to work with the State of Arizona and county governments to identify and implement policies to promote economic development on, or associated with, federally managed lands. The Secretary of State is directed to transmit copies of this memorial to the President of the U.S., the President of the U.S. Senate, the Speaker of the U.S. House and each member of Congress from Arizona. Comments: <u>02/09/18 CSA Staff explained the legislation encouraging Congress and the President to create a long term PILT solution. The LPC voted to SUPPORT the bill.</u>	No action
SCR 1010	public retirement systems S/E legislative districts; JLBC; determination	D. Farnsworth	The 2018 general election ballot is to carry the question of whether to amend the state Constitution to provide that the Constitutional provision prohibiting public retirement system benefits from being diminished or impaired does not prohibit certain adjustments to the Corrections Officer Retirement Plan as provided in S1442 as enacted by the 53rd Legislature, 1st Regular Session, and does not prohibit certain adjustments to the Elected Officials' Retirement Plan as provided in an unspecified Senate bill (blank in original). The Legislature requests the Secretary of State return SCR1023, 53rd Legislature, 1st Regular Session, to the Legislature and submit this resolution in lieu of SCR1023. Comments: <u>02/02/18 CSA Staff explained the legislation and recommended position of support, noting that this is the companion bill to SB 1292 and would submit to the voters a request to move the PBI to a COLA adjustment for EORP & CORP. The LPC did not take action on the bill.</u>	Passed Senate 29-0 Referred to House banking and insurance on 2/19. Stricken in House Appropriations new language on March 28. Passed house approps with amendment.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
"Fair Justice Initiative"				
HB 2169	driving violations; restricted licenses; penalties	<i>Boyer</i>	A restriction on a person's driver license or permit to drive as a result of a conviction for a violation of Title 28 (Transportation) may limit the person's privilege to drive to and from specified locations during specified periods of time. The sentencing options for various transportation-related violations are expanded to include that the court may order that the person's driving privilege be restricted. A person who is convicted of driving on a suspended class D or M license before January 1, 2011 may apply for a restricted privilege to drive if the person meets specified requirements. A judge is authorized to mitigate any civil penalty required by Title 28 (Transportation) if the person ordered to pay the penalty demonstrates that the payment would be a hardship on the person or his/her immediate family. Factors the court must consider when determining whether to mitigate a civil penalty are listed. Effective January 1, 2019. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration. 02/02/18 CSA Staff explained all the "Fair Justice" Initiatives. The LPC made a motion to SUPPORT all the "Fair Justice" Initiatives.</u>	Passed the House 56-0-3-0-1 Passed Senate 30-0, transmitted to the Governor. Signed by governor; Chap. 113
HB 2259	juvenile court facilities; shelters; use	<i>Carter</i>	If appropriate facilities are available to the juvenile court, the presiding judge of the superior court is permitted to authorize juvenile court staff to provide services within the facilities. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration. 02/02/18 CSA Staff explained all the "Fair Justice" Initiatives. The LPC made a motion to SUPPORT all the "Fair Justice" Initiatives.</u>	Passed House 60-0; ready for Senate. Passed Senate 30-0. Signed by Governor, Chapter 136.
HB 2312	setting aside conviction; requirements	<i>Farnsworth E.</i>	If a person is sentenced to imprisonment in the Department of Corrections, the person cannot apply to the court to have the judgment of guilt set aside until two years after the date of the person's absolute discharge from imprisonment. The clerk of the court is prohibited from charging a filing fee for an application to have a judgment of guilt set aside. Establishes a list of factors the court must consider when determining whether to set aside a conviction. A conviction that is set aside may be used as a prior conviction. Modifies the list of offenses that disallow a person convicted of those offenses from applying to have the judgment of guilt set aside. Effective January 1, 2019. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration. 02/02/18 CSA Staff explained all the "Fair Justice" Initiatives. The LPC made a motion to SUPPORT all the "Fair Justice" Initiatives.</u>	Passed House 56-0; ready for Senate. Passed Senate 29-0, signed by the Governor. Laws 2018, Ch. 83.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2313	sentencing; monetary obligations; fine mitigation	E. Farnsworth	Decreases the surcharge levied on every fine, penalty, forfeiture and civil penalty imposed to 42 percent, from 47 percent. Levies an additional penalty assessment of \$9 on every fine, penalty, forfeiture and civil penalty imposed. Of the assessment collected, 62.4 percent is deposited in the Victims' Rights Fund and 37.6 percent is deposited in the Victim Compensation and Assistance Fund. Modifies the distributions from the Criminal Justice Enhancement Fund to eliminate the distributions to the Victims' Rights Fund and the Victim Compensation and Assistance Fund and to raise the percentage distributions to all other beneficiaries accordingly. Statutory consequences, including wage garnishment, for nonpayment of fines and fees are applied to surcharges and assessments. If the court or LPC of Executive Clemency finds that a defendant has willfully failed to pay a fine, surcharge, fee, assessment, restitution or incarceration costs or finds that a defendant has intentionally refused to make a good faith effort to obtain the monies required for payment, the court is authorized to revoke the defendant's probation and sentence the defendant to prison. Judges are authorized to mitigate a fine if the defendant demonstrates that the payment would work a hardship on the defendant or the defendant's immediate family. Factors the court must consider in determining whether to mitigate a fine are listed. Effective January 1, 2019. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration. 02/02/18 CSA Staff explained all the "Fair Justice" Initiatives. The LPC made a motion to SUPPORT all the "Fair Justice" Initiatives.</u>	Passed House 56-0. Passed Senate Judiciary Committee awaiting Rules. Passed Senate 30-0; ready for House action on Senate amendments.
HB 2314	misdemeanor sentence; authorized disposition	E. Farnsworth	If a person is convicted of a misdemeanor and not granted a period of probation, the court may impose a sentence to a term of community restitution or education or treatment. If the court imposes a sentence to perform community restitution for a misdemeanor, the court is required to determine or fix the number of hours required. If the court imposes a sentence for a term of education or treatment for a misdemeanor, the term cannot exceed the term of probation as determined by statute. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration. 02/02/18 CSA Staff explained all the "Fair Justice" Initiatives. The LPC made a motion to SUPPORT all the "Fair Justice" Initiatives.</u>	Passed House 58-1-1 Passed Senate 28-0, transmitted to Governor.
HB 2315	intensive probation; employment wages; monitoring	E. Farnsworth	A probation officer is required to monitor a person on intensive probation's wages to ensure the collection of restitution, probation fees, fines and other payments. Previously, the person on intensive probation's wages were required to be paid directly to an account established by the probation officer, and the probation officer was required to make payments for restitution, probation fees, fines and other payments. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration. 02/02/18 CSA Staff explained all the "Fair Justice" Initiatives. The LPC made a motion to SUPPORT all the "Fair Justice" Initiatives.</u>	Passed House 58-1-1 Passed Senate 28-0, transmitted to Governor.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
Water Bills				
HB 2512 & SB 1507	water program amendments	<i>Bowers/Griffin</i>	Various changes to statutes relating to water. The Department of Water Resources (DWR) is required to prepare a desalination action plan that includes specified provisions and submit the initial plan to the Governor and the Legislature by September 30, 2019. Requires legislative approval, in addition to DWR approval, for a person to transport water out of Arizona. Requires DWR to adopt rules to calculate extinguishment credits in the Pinal Active Management Area (AMA) by January 1, 2019. Declares that the use of groundwater to water plants in containers on or above the surface of the ground is a non-irrigation use and establishes requirements for the use of groundwater for this purpose. The Director of DWR is required to adopt a management plan for each initial AMA no later than January 1, 2023 for the sixth management period, 2025 to 2035. DWR is required to include in the management plans a non-per capita conservation program for municipal providers that requires a municipal provider regulated under the program to implement one or more water conservation measures in its service area. Responsibility for oversight of natural resource conservation districts is transferred to the Department of Forestry and Fire Management, from the State Land Department, and session law provides for the transfer and succession of all matters, property and records. Much more. Several sections of statute amended by this legislation are effective from and after an unspecified date (blank in original). <u>Comments: 2/09/2018 CSA Staff explained the legislation, currently this is just for informational purposes noting that there are a lot of moving pieces, the hearings at the legislature have provided a lot of discussion and this is something that will be discussed in greater detail in future meeting.</u>	HB 2512 Passed House 33-27. Passed Senate Natural Resources, Energy & Water. Pending COW SB 1507 Passed Senate Natural Resources, Energy & Water and Rules. SB 1507 Failed on 3rd Read 15-15
SB 1515	adequate water supply; county review	<i>Griffin</i>	For a county that is not in an Active Management Area, the county board of supervisors is required to review the provision for adequate water supply for a subdivision and after review may by unanimous vote readopt the provision up to 5 years after the effective date of this legislation and every 5 to 10 years thereafter. The board is required to give written notice of any vote not to readopt the provision to the Director of the Department of Water Resources, the Director of the Department of Environmental Quality and the State Real Estate Commissioner. The vote not to readopt the provision is effective and the provision has no further force if a list of specified conditions apply at the time of the vote. <u>Comments: 2/15/2018 CSA Staff explained the bill and requested the members evaluate what the water bills mean to each county and what it would mean going forward and to provide feedback to CSA next week. The Board did not take any action on the bill.</u>	Passed Senate 17-13. Passed House Energy, Environment & Natural Resources. Pending Rules
SB 1516	central Arizona project; sovereign immunity	<i>Griffin</i>	A multi-county water conservation district is prohibited from asserting the defense of immunity under the 11th amendment of the U.S. Constitution in litigation brought by a water user to enforce the terms of a Central Arizona Project water delivery contract or subcontract. <u>Comments: 2/15/2018 CSA Staff provided an overview of the legislation. It was noted by the membership that this could impact Mohave County's ability to challenge the decision by the CAP to purchase of water from the Mohave Valley Irrigation and Drainage District. The CSA Board moved to OPPOSE the bill at the January 18th board meeting.</u>	Referred to Senate Natural Resources, Water, and Energy on 1/31 The bill passed out of NREW (DPA) on 2/15/18 with a 6-2-0 vote.
HB 2608	well reporting; Mohave; La Paz basins	<i>Cobb</i>	Creates reporting requirements for wells in Hualapai Valley basin, the Sacramento Valley basin, the Renegras Plain basin, the McMullen Valley basin or the Butler Valley basin if: 1. the well was drilled on or after January 1, 2012; 2. the well has a pump with a maximum capacity of more than one hundred gallons per minute. Repeals the section from and after December 31, 2020. <u>Comments: 2/09/2018 CSA Staff explained the legislation, currently this is just for informational purposes noting the goal of this bill was to get a very narrowly tailored bill for monitoring in La Paz and Mohave counties this will be part of the discussion for future meetings regarding water issues.</u>	Assigned to Land, Agriculture and Rural Affairs

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
Pension Bills				
HB 2357 S/E SB 1478	EORP; employer contributions	<i>Livingston</i>	Beginning July 1, 2018, each Elected Officials' Retirement Plan employer is required to make contributions on a level percent of compensation basis for all member employees sufficient under an actuarial valuation to meet both the normal cost plus the actuarially determined amount required to amortize the unfunded accrued liability over a closed period of 20-30 years. In any fiscal year, an employer's contribution to EORP in combination with member contributions may not be less than the actuarially determined normal cost for that fiscal year. Comments: <u>2/15/2018 CSA Staff provided an update on the EORP bill and the efforts to wrap this into efforts to remove state costs shifts and find funding to pay for EORP. 1/18/2018 CSA Staff explained the bill and that the judge issued a ruling on January 8, 2018 that either increased employer contributions or another funding source must be identified by July 1, 2018. The CSA Board moved to OPPOSE the bill at the January 18th board meeting.</u>	Passed House on reconsideration 45-15. Referred to Senate Finance. Added as a S/E to SB1478 in House Appropriations, pending rules
HB 2545 & SB 1292	EORP; cost-of-living adjustment	<i>Livingston/ D. Farnsworth</i>	For the Elected Officials' Retirement Plan, each retired member or survivor of a retired member is eligible to receive a compounding cost-of-living adjustment in the base benefit based on the average annual percentage change in the metropolitan Phoenix-Mesa consumer price index, with the immediately preceding year as the base year for making the determination, up to a maximum of two percent of the retired member's or survivor's base benefit annually. Repeals statutes governing EORP benefit increases. Conditionally enacted on the state Constitution being amended, as prescribed in an unspecified Senate concurrent resolution (blank in original), by the voters at the 2018 general election. Comments: <u>02/02/18 CSA Staff explained the legislation and recommended a position of support, noting that the bill would move the permanent benefit increase (PBI) to a cost of living adjustment (COLA) for EORP and the companion bill that would send the issue to the voters is SCR 1010. The LPC moved to SUPPORT the bill. 2/09/2018 CSA Staff explained the EORP package of bills no additional stance was taken legislation staff will monitor and speak to the larger EORP and cost shift issues.</u>	HB 2545 passed House 58-2, passed Senate 30-0, transmitted to the Governor. Signed by Governor, Chapter 140.
HB 2564	court fees; EORP; state contribution	<i>Livingston</i>	Statutory fee amounts received by the clerk of the superior court and justices of the peace are increased by 9 to 16 percent. Of the monies received from the fees that are not kept by the court pursuant to statute, the county treasurer or justice of the peace is required to transmit 6 percent to the Elected Officials' Retirement Plan Fund for the purpose of funding a portion of the state employers' contributions. The percentages of the monies that are transmitted to various other funds are all decreased. Due to a potential increase in state revenue, this legislation requires the affirmative vote of at least 2/3 of the members of each house of the Legislature for passage, and becomes effective on signature of the Governor. Comments: <u>02/09/18 CSA Staff explained the legislation noting that there the adjustment helps the state with their EORP issue but does not help the counties. No official position was taken by the LPC.</u>	Passed House 49-11. Passed Senate 30-0, to Secretary of State.
HCR 2032 & SCR 1010	public retirement systems	<i>Livingston/ D. Farnsworth</i>	The 2018 general election ballot is to carry the question of whether to amend the state Constitution to provide that the Constitutional provision prohibiting public retirement system benefits from being diminished or impaired does not prohibit certain adjustments to the Corrections Officer Retirement Plan as provided in SB 1442 as enacted by the 53rd Legislature, 1st Regular Session, and does not prohibit certain adjustments to the Elected Officials' Retirement Plan as provided in an unspecified House bill (blank in original). The Legislature requests the Secretary of State return SCR1023, 53rd Legislature, 1st Regular Session, to the Legislature and submit this resolution in lieu of SCR1023. Comments: <u>02/09/18 CSA Staff explained the legislation noting that there have been concerns regarding the potential for litigation due to the judges being in the system. Staff will express those concerns and is working with Legislative staff to evaluate the issue. No official position was taken by the LPC. 3/23/18: The HCR 2032 was updated from NEUTRAL to SUPPORT to match the LPC position on HB 2545.</u>	HCR 2032 Passed the House 57-0, passed Senate 30-0, Transmitted to the Secretary of State.

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
Special Session				
HB 2001 & SB 1001	controlled substances; regulation; appropriation	<i>Mesnard; Yarbrough</i>	The governor's 68 page bill with policy changes intended to combat the opioid crisis in Arizona. Comments: <u>1/26/2018 CSA Staff</u> explained the legislation from the Special Session, noting that the bill passed out of the both chambers unanimously.	Referred to Senate Health and Human Services; House Health Scheduled Senate Health and Human Services on 1/24 Passed House Health 8-0-1 on 1/23 Passed both House & Senate (SB1001) Signed by Governor 1/26
			Link to the House Fact Sheet Link to CSA Summary of relevant county provisions.	
Updated 4/10/18				