



# Cochise County Board of Supervisors

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

**PEGGY JUDD**  
Chairman  
District 3

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

**ANN ENGLISH**  
Supervisor  
District 2

**EDWARD T. GILLIGAN**  
County Administrator

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

## **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, May 22, 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.*

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

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

### **CALL TO THE PUBLIC**

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

### **PRESENTATION**

Presentation to Cochise County Day Care Centers recognizing Certified Breast Feeding Friendly Day Care Providers.

### **CONSENT**

#### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 8, 2018.

#### **County Sheriff**

2. Approve a Cooperative Service Agreement No. 18-73-04-0228-RA between Cochise County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service, Wildlife Services, to assign a Wildlife Specialist to Cochise County for predator and disease control under the Wildlife Damage Management program to be conducted from July 1, 2018 through June 30, 2019.

### **Elections**

3. Approve the appointment of Precinct Committee Member for the Democratic Party upon the recommendation of the 2nd Vice Chair, Cynthia Aspengren: Precinct 10 DO CARLSON, Lourdes M. Quijada.

### **Finance**

4. Approve demands and budget amendments for operating transfers.

### **Health & Social Services**

5. Approve Intergovernmental Agreement (IGA) #YH16-0028-12 between Cochise County and Arizona Health Care Cost Containment System (AHCCCS) for the suspension of AHCCCS eligibility for jail inmates, effective May 1, 2018.
6. Approve Intergovernmental Agreement (IGA) YH16-0018-13 between Cochise County and the Arizona Health Care Cost Containment System (AHCCCS) for detention inmate inpatient medical care, effective May 1, 2018.

### **Information Technology**

7. Approve Communications Use Lease Agreement amendment between the United States Department of the Interior Bureau of Land Management and Cochise County for May 22, 2018 through February 28, 2020 for tower site on Mule Mountain known as Juniper Flats tower site.

### **Workforce Development**

8. Approve the appointment of Ms. Lauri Martin to the Local Workforce Development Board to fill an unexpired term, effective immediately and through 6/30/2021.

## ***PUBLIC HEARINGS***

### **Community Development**

9. Adopt Zoning Ordinance 18-05 approving Docket Z-18-05 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 Carla Reaves.

## ***ACTION***

### **Community Development**

10. Approve a substitution and extension of the Assurance Agreement for Red Hawk II Units 2 and 3 with Pioneer Title Agency, Inc as Trustee under Trust No.TR140133 for Red Hawk Ranch Properties, LLC as Beneficiary of Trust No. TR140133 to May 22, 2021.

### **Human Resources**

11. Adopt Resolution 18-07 amending the Cochise County Compensation Plan.

### **Information Technology**

12. Approve a Major Accounts Agreement between Automatic Data Processing (ADP) and Cochise County with a one-time cost of \$94,300 and an annual recurring cost of \$188,138 for a 60 month period.

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

#### ***SUMMARY OF CURRENT EVENTS***

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

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

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

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

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

**Presentations / Special Events  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018

Certified Breast Feeding Friendly Day Care Providers Recognition Ceremony

**Submitted By:** Ray Falkenberg, Health & Social Services

**Department:** Health & Social Services

**Presentation:** No A/V  
Presentation

**NAME of PRESENTER:** Renee Cooper **TITLE of PRESENTER:** WIC Director

**ORGANIZATION NAME of PRESENTER:** CHSS

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**Information**

**Agenda Item Text:**

Presentation to Cochise County Day Care Centers recognizing Certified Breast Feeding Friendly Day Care Providers.

**Background:**

Here is the list of Early Childcare Facilities to be recognized as local leaders in workplace breast feeding:

Sierra Vista:

Great Expectations Early Learning Center

The Learning Tree Preschool

Tiny Tots Daycare

Shepherd's Fold

Bisbee:

Montessori Community School

Maria Garcia (Maria's Daycare)

Naco:

Juana Morales (Juana's Daycare)

Willcox:

Wesleyan Preschool

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

Certificates in IOM to Melissa at BOS. Peggy Judd to sign and BOS to present with Renee Cooper.

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**Attachments**

[Certificate copies](#)

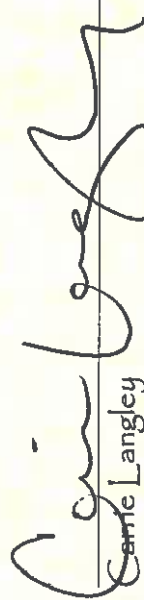
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# Certificate of Recognition

Cochise County Board of Supervisors Recognizes  
**MARIA GARCIA'S DAYCARE - BISBEE, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Samie Langley  
Director, Cochise Health & Social Services

\_\_\_\_\_  
Date

Peggy Judd  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date






# Certificate of Recognition

Cochise County Board of Supervisors Recognizes  
**JUANA MORALES'S DAYCARE - NACO, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Carrie Langley  
Director, Cochise Health & Social Services

Date

Date

Peggy Judd  
Chairman, Board of Supervisors






# Certificate of Recognition

Cochise County Board of Supervisors Recognizes  
**MONTESSORI COMMUNITY SCHOOL - BISBEE, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Carrie Langley  
Director, Cochise Health & Social Services

\_\_\_\_\_  
Date

Peggy Judd  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date



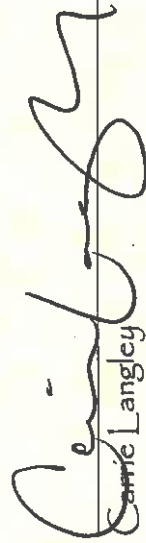


# Certificate of Recognition

Cochise County Board of Supervisors Recognizes

**GREAT EXPECTATIONS EARLY LEARNING CENTER - SIERRA VISTA, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Carrie Langley

Director, Cochise Health & Social Services

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Peggy Judd  
Chairman, Board of Supervisors





# Certificate of Recognition

Cochise County Board of Supervisors Recognizes  
**SHEPHERD'S FOLD - SIERRA VISTA, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Carrie Langley

Director, Cochise Health & Social Services

\_\_\_\_\_  
Date

Peggy Judd  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date





# Certificate of Recognition

Cochise County Board of Supervisors Recognizes  
**TINY TOTS DAYCARE - SIERRA VISTA, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Sande Langley

Director, Cochise Health & Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peggy Judd

Chairman, Board of Supervisors

\_\_\_\_\_  
Date

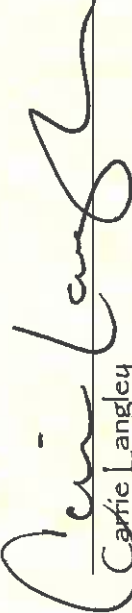




# Certificate of Recognition

Cochise County Board of Supervisors Recognizes  
**THE LEARNING TREE PRESCHOOL - SIERRA VISTA, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Carrie Langley

Director, Cochise Health & Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peggy Judd  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

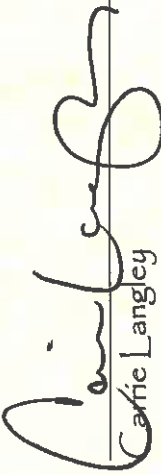




# Certificate of Recognition

Cochise County Board of Supervisors Recognizes  
**WESLEYAN PRESCHOOL - WILLCOX, ARIZONA**

As a Certified Breastfeeding Friendly Early Child Care Facility

  
Carrie Langley

Director, Cochise Health & Social Services

\_\_\_\_\_ Date

Peggy Judd  
Chairman, Board of Supervisors

\_\_\_\_\_ Date



**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018

Minutes

**Submitted By:** Kim Lemons, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of May 8, 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:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Consent 2.  
County Sheriff**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018

U.S. Department of Agriculture Agreement

**Submitted By:** Tom Alinen, 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:** Tom Alinen      **TITLE of PRESENTER:** Commander

**Docket Number (If applicable):**

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

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**Information**

**Agenda Item Text:**

Approve a Cooperative Service Agreement No. 18-73-04-0228-RA between Cochise County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service, Wildlife Services, to assign a Wildlife Specialist to Cochise County for predator and disease control under the Wildlife Damage Management program to be conducted from July 1, 2018 through June 30, 2019.

**Background:**

This agreement is a continuing annual agreement between Cochise County and the USDA, Animal and Plant Health Inspection Service, Wildlife Services. This agreement provides for a Wildlife Specialist to be assigned to Cochise County to manage damage caused by wild and feral animals to livestock, agriculture commodities and public health. The Wildlife Specialist works with the Sheriff's Office Animal Control Officers. The cost of the position and equipment to Cochise County is \$36,068. This is a slight increase of \$325.00 over the previous year. The remainder of costs related to this position to be borne by USDA. This agreement has been budgeted from the General Fund for the past several years. On April 24, 2018, this agreement has been approved as to form by the Cochise County Attorney's Office.

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

Continue with the services as provided to mitigate predators and health issues related to animals within the county.

**Impact of NOT Approving/Alternatives:**

County Animal Control Officers are not able to respond to wildlife animal calls and therefore there will be a degradation in response to these calls.

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

Please sign both agreements and return to the Sheriff's Office.

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**Attachments**



**WORK AND FINANCIAL PLAN**  
**between**  
**COUNTY OF COCHISE**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES**

Pursuant to Cooperative Service Agreement No. 18-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2018 through June 30, 2019.

**I. OBJECTIVES/GOALS**

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture, and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

- a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
- b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
- c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

**II. PLAN OF ACTION**

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the damage management or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

In addition to above, WS will conduct feral, free-ranging and hybrid dog management to protect agriculture and animal Husbandry (e.g. Livestock, poultry) and natural resources in both rural and urban settings. Where applicable; WS will coordinate dog management with the Sheriff's office.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans

are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona State Land Department with participation by the Arizona Game and Fish Department, and Arizona Department of Agriculture. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

### **III. REPORTS**

APHIS-WS will provide a quarterly report of activities to the Cooperator.

### **IV. COST ESTIMATE FOR SERVICES**

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed **\$36,068**. WS shall submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan. Such costs may include, but are not limited to, salary/benefits, vehicle use, supplies/equipment, APHIS overhead and pooled cost. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories as needed.

<b>Cochise Estimated Costs</b>	
Salary/Benefits	\$31,367
Dept. of Ag	\$-3,000
<b>Total</b>	<b>\$28,367</b>
APHIS Overhead (16.15%)	\$4,581
Pooled Cost (11.0%)	\$3,120
<b>Total</b>	<b>\$36,068</b>

**NOTE:** In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

### **V. AUTHORIZATION**

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County or its departments or agencies 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.

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

COUNTY OF COCHISE  
COCHISE COUNTY BOARD OF SUPERVISORS  
205 N. JUDD DRIVE  
BISBEE, AZ 85603  
520-432-9200  
Tax Identification Number: 86-6000398 B

APPROVED AS TO FORM

  
Cochise County Attorney      Date

\_\_\_\_\_  
Chairman, Cochise County Board of Supervisors

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
David Bergman, State Director, Arizona

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Suckow, Director, Western Region

\_\_\_\_\_  
Date

**COOPERATIVE SERVICE AGREEMENT  
REIMBURSABLE  
between  
COCHISE COUNTY (COOPERATOR)  
and  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to reduce the probability of transmission of plague and rabies to human populations, protect residential areas from damage and predation by wild animals, and manage losses to crops and livestock from damage and predation caused by wild and feral animals.

**ARTICLE 2 - AUTHORITY**

APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The Cooperator and WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by vertebrate animals in *Cochise County*. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Each year The Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

**ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees:

- a. To designate Mark Dannels, Sheriff Cochise County, 205 North Judd Drive, Bisbee, Arizona, 85603 (520)432-9500 as the authorized representative who shall be responsible for collaboratively administering

the activities conducted in this Agreement;

- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

#### ARTICLE 5 – WS RESPONSIBILITIES

WS agrees:

- a. To designate David Bergman, Arizona WS State Director, 8836 N. 23<sup>rd</sup> Avenue, Phoenix, Arizona, 85021 (602)870-2081 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance;
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

## **ARTICLE 7 - NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS or the Cooperator for the purpose of managing wildlife damage.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – APPLICABLE REGULATIONS**

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

## **ARTICLE 10 – LIABILITY**

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 – FAILURE TO PAY FEES**

The cooperator is liable for fees assessed for services performed under this agreement, if applicable. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

## **ARTICLE 13 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective on July 1, 2018 and shall continue through June 30, 2023. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

**AUTHORIZATION:**

County of Cochise  
Cochise County Board of Supervisors  
1415 W. Melody Lane  
Bisbee, AZ 85603  
Tax Identification Number: 86-6000398

\_\_\_\_\_  
Ann English Chairman, Cochise County Board of Supervisors

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
State Director, Arizona

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018

Approve Appointment of Democratic Precinct Committee Member

**Submitted By:** Martha Rodriguez, Elections

**Department:** Elections

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

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

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

**Docket Number (If applicable):** N/A

**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** §16-821

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**Information**

**Agenda Item Text:**

Approve the appointment of Precinct Committee Member for the Democratic Party upon the recommendation of the 2nd Vice Chair, Cynthia Aspengren: Precinct 10 DO CARLSON, Lourdes M. Quijada.

**Background:**

Requested by 2nd Vice Chair, Cynthia Aspengren and verified as eligible by Cochise County Elections Department. (see attached forms)

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

Elections Department will prepare a letter of approval to Precinct Committee Member w/copy to Party Chair, Debbie Hickman and 2nd Vice Chair, Cynthia Aspengren. Elections Department will create a file for approved Precinct Committee Member and update list/post on website.

**Impact of NOT Approving/Alternatives:**

Vacancies will exist in this position.

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

BOS Staff is to notify Elections of the outcome of BOS decision on this item.

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**Attachments**

Dem 5.8.18 Request Appt

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Cochise County Democratic Committee  
P.O. Box 3233  
Sierra Vista, AZ 85636  
May 4, 2018

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

Dear Deputy Elections Director Martha Rodriguez and Supervisor Chair Peggy Judd,

Request you appoint the following qualified registered Democrat as Precinct Committee Members with the Cochise County Democratic Party at your earliest convenience:

<u>Last Name</u>	<u>First Name</u>	<u>Precinct</u>	<u>Address</u>	
Quijada	Lourdes	Do Carlson	1457 14th Street, Douglas, AZ	

Thank you.

Respectfully,

/s/

Cynthia Aspengren  
2 VC Chair, Cochise County Democratic Committee 2017-2018  
Email: [cochisecodems@gmail.com](mailto:cochisecodems@gmail.com)

Cc:  
ADP, Chair, Felecia Rotellini ([statechair@azdem.org](mailto:statechair@azdem.org))  
ADP, Data Director, Sam Almy ([salmy@azdem.org](mailto:salmy@azdem.org))  
CCDP 2VC, Cynthia Aspengren ([cochisecountydemspcs@yahoo.com](mailto:cochisecountydemspcs@yahoo.com))



**PRECINCT COMMITTEE PERSON VERIFICATION FORM**

NAME: Lourdes M. Quijada

ADDRESS: 1457 14th Street

Douglas AZ 85607

PARTY: Dem

PRECINCT: 10 DO Carlson

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 8

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: \_\_\_\_\_

DATE: 5/8/2018

BY: Mattheo L Rodriguez

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018

Demands

**Submitted By:** Kim Lemons, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** 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:** 05/22/2018

IGA AHCCCS Enrollment Suspense

**Submitted By:** Ray Falkenberg, Health & Social Services

**Department:** Health & Social Services

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

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

**NAME of PRESENTER:** Ray Falkenberg      **TITLE of PRESENTER:** Deputy Director

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve Intergovernmental Agreement (IGA) #YH16-0028-12 between Cochise County and Arizona Health Care Cost Containment System (AHCCCS) for the suspension of AHCCCS eligibility for jail inmates, effective May 1, 2018.

**Background:**

When an AHCCCS member is jailed, that member's AHCCCS coverage is automatically terminated. Since 2007, Cochise County has had an IGA with AHCCCS that allows the (re)enrollment of AHCCCS-eligible inmates if they are admitted to a hospital as inpatients. Since its inception, that arrangement has saved the county well over \$100,000 in medical expenses.

Under the terms of this suspension IGA, inmates' AHCCCS coverage is not terminated upon booking into the jail, but instead merely suspended. This allows AHCCCS coverage to be reinstated immediately upon the inmate's release, affording no gap in coverage and prompt access to medical services. This is a clear benefit to both the inmate and the community at large as it eases the post-incarceration transition.

The contract shall remain in effect until terminated by either party with thirty days written notice.

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

Continue current processes.

**Impact of NOT Approving/Alternatives:**

Not approving this IGA increases the chance of newly released inmates not having prompt access to necessary medical care in the community.

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

Return signed original to department for final processing.

## Attachments

Exec Summary

IGA

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## Executive Summary Form

### **Agenda Number: HLT 3979**

#### Recommendation:

Approval of IGA #YH16-0028-12 between Cochise County and AHCCCS for the suspension of AHCCCS eligibility for jail inmates, which extends the current agreement (in effect since 2012).

#### Background:

When an AHCCCS member is jailed, that member's AHCCCS coverage is automatically terminated. Since 2007, Cochise County has had an IGA with AHCCCS that allows the (re)enrollment of AHCCCS-eligible inmates if they are admitted to a hospital as inpatients. Since its inception, that arrangement has saved the county well over \$100,000 in medical expenses.

Under the terms of this suspension IGA, inmates' AHCCCS coverage is not terminated upon booking into the jail, but instead merely suspended. This allows AHCCCS coverage to be reinstated immediately upon the inmate's release, affording no gap in coverage and prompt access to medical services. This is a clear benefit to both the inmate and the community at large as it eases the post-incarceration transition.

The contract shall remain in effect until terminated by either party with thirty days written notice.

#### Fiscal Impact & Funding Sources:

No direct impact on Cochise County revenues or expenses; however, it likely reduces recidivism and other indirect social costs.

#### Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

#### Impact of Not Approving:

Not approving this IGA increases the chance of newly released inmates not having prompt access to necessary medical care in the community.



**INTERGOVERNMENTAL AGREEMENT  
FOR AHCCCS ENROLLMENT SUSPENSE**

**YH16-0028-12**

This Intergovernmental Agreement (“Agreement”) is entered into by and between Cochise County, a political subdivision of the State of Arizona, and the Arizona Health Care Cost Containment System (“AHCCCS”), and shall be effective May 1, 2018 upon execution by both parties and terminated pursuant to the terms set forth in this agreement.

**RECITALS**

AHCCCS is duly authorized to execute and administer Agreements under A.R.S. §§ 36-2903 *et seq.*, 36-2932 *et seq.* and 11-952; and

The Cochise County is duly authorized to enter into this Agreement under A.R.S. § 11-952; and

The Cochise County is responsible for the oversight, management and the provision of healthcare services to detainees in the custody of the Sheriff’s Department and utilizes outside healthcare vendors for the provision of healthcare services; and

WHEREAS, The medical services program in the Cochise County Jail is administered by Cochise Health & Social Services who is a Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA); and

WHEREAS, Cochise County and its healthcare provider, Cochise Health & Social Services has been designated by the County as a health care component consistent with 45 CFR 164.105(a)(2)(iii)(D).

Individuals are not eligible to receive AHCCCS benefits while incarcerated; and

Suspension, rather than termination, of AHCCCS benefits during any period of incarceration is economically efficient. Additionally, for individuals released from custody, suspension of benefits facilitates continuity of care and minimizes the number of uninsured because reinstatement of benefits is much more timely; and

Cochise County and AHCCCS wish to enter into this Agreement in order to establish procedures to accommodate AHCCCS eligibility suspension at the time of incarceration, reinstatement of an individual’s enrollment upon his/her release from incarceration, and transmission of match results to Cochise County for the County’s use in discharge planning for inmates about to be released.

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## SCOPE OF WORK

### 1. DEFINITIONS

- 1.1. **Authorized Use:** Access given to AHCCCS by Cochise County to Booking Information, that AHCCCS would not be entitled to otherwise have, for the *sole purposes* of 1) suspending medical eligibility of incarcerated individuals in the Cochise County Jail and 2) returning individuals to their pre-incarceration status upon release from the Cochise County Jail. The Cochise County Jail may use the enrollment information provided by AHCCCS for the purpose of assisting with coordination of care upon release of the inmate.
- 1.2. **Booking Information:** Certain information provided by Cochise County concerning individuals incarcerated in the Cochise County Jail. This information may include individuals' booking name, alias name(s), booking number, booking date, date of birth, gender, race, and release date, whether the individual was released to another agency.
- 1.3. **Incarcerated:** For purposes of this Agreement an individual detained at the Cochise County Jail will not be considered incarcerated until both of the following have taken place: an initial court appearance has occurred AND a minimum of 24 (twenty-four) hours have elapsed since the time of the individual's detention. Additionally, those individuals serving a sentence on weekends will not be included on the file.
- 1.4. **Invalid format:** Query result from AHCCCS indicating that some section of the query was incomplete or invalid.
- 1.5. **Match:** Query result from AHCCCS indicating that data entered matches data in the system. A match requires verification by AHCCCS.
- 1.6. **Member:** An individual who is eligible for Title XIX benefits who is enrolled with AHCCCS, an AHCCCS Contractor, or a Regional Behavioral Health Authority (RBHA) for medical or behavioral health services.
- 1.7. **No Match:** Query result from AHCCCS indicating that the individual's information did not match any data in the AHCCCS system.
- 1.8. **No-pay Status:** For the purposes of this Agreement AHCCCS will not reimburse claims submitted or pay capitation for individuals while incarcerated.
- 1.9. **Partial Match:** Query result from AHCCCS indicating that some data in query matched data in AHCCCS system. Requires verification by AHCCCS.
- 1.10. **Rejected:** Query results from AHCCCS indicating that query was not successful.
- 1.11. **Title XIX Benefits:** Medicaid benefits provided under Title XIX of the Social Security Act.

### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is for Cochise County and AHCCCS to jointly develop and implement a system to match AHCCCS member data with Cochise County's inmate population data to facilitate the identification of incarcerated individuals so that those individuals' Title XIX benefits may be suspended or placed on a no-pay status and so that those individuals will be immediately returned to their pre-incarceration status upon their release from custody.

Any and all data provided under this Agreement shall be used for the sole purposes of said Agreement, and not used for any other purpose.

**3. TERM**

3.1. This Agreement is effective May 1, 2018 and shall remain in effect, with no end date, until terminated pursuant to the terms set forth in this Agreement.

**4. SCOPE**

**4.1. COUNTY Responsibilities:**

4.1.1. Prior to 5:00 p.m. each day, including weekends and holidays, electronically transmit, in a format agreed to by the Parties, booking and release data for the preceding twenty four (24) hour period. Data that is transmitted shall include, but is not limited to, the detainee's booking number, name, date of birth, gender, time of booking or release, and if detainee was released to another facility and name of facility. Social security numbers shall not be transmitted. In the event there are no bookings or releases, the Cochise County will transmit the file indicating "no records."

**4.2. AHCCCS Responsibilities:**

4.2.1. After 5:00 p.m. each day, including weekends and holidays, utilizing the information provided by Cochise County, query its member database to identify individuals appearing in both data sources ("matches").

4.2.2. Suspend if incarcerated or reinstate if released Member Title XIX benefit eligibility based on the Member's incarceration status at the time of the query.

4.2.3. Update eligibility information daily, including weekends and holidays.

4.2.4. On the same day each query is performed, provide a copy of that day's query results to the Cochise County Detention Medical Service identifying the query results for each individual listed: a match, no match, partial match, rejected or invalid format of the data.

4.2.5. On the same day each query is performed, post results of query, including eligibility renewal date/termination, on the AHCCCS secure ftp site for Cochise County Detention Medical Service retrieval for the purposes of discharge planning. There is no public access to this site.

**5. SYSTEM CAPABILITY REQUIREMENTS**

Additional information and/or technical documents will be provided to Cochise County to ensure system capabilities and explain data exchange requirements.

**6. FINANCING**

Each party will bear its own cost for the performance of its responsibilities as set forth in this Agreement.

**7. NOTICES**

Any notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

**7.1. AHCCCS**

Procurement and Contracts:  
Melannie Rustein, Procurement Specialist  
701 East Jefferson St., MD 5700  
Phoenix, AZ 85034  
Phone: (602) 417-4408  
[Melannie.Rustein@azahcccs.gov](mailto:Melannie.Rustein@azahcccs.gov)

**7.2. Programmatic Correspondence:**

Penny Ellis, Assistant Director, Division of Member Services  
801 E. Jefferson St., MD2600  
Phoenix, AZ 85034  
Phone: (602) 417-4512  
[Penny.Ellis@azahcccs.gov](mailto:Penny.Ellis@azahcccs.gov)

**7.3. Technical Contact:**

Dawn O'Dell, Automation Manager, Division of Member Services  
801 E. Jefferson St., MD2600  
Phoenix, AZ 85034  
Phone: (602) 417-4644  
[Dawn.O'Dell@azahcccs.gov](mailto:Dawn.O'Dell@azahcccs.gov)

**7.4. Cochise County:**

Ray Falkenberg  
Deputy Director, Administrative Services  
Public Information Officer  
Cochise Health and Social Services  
1415 Melody Lane, Building A  
Bisbee, AZ 85603  
520 432 9414  
[RFalkenberg@cochise.az.gov](mailto:RFalkenberg@cochise.az.gov)

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## TERMS AND CONDITIONS

### 1.0 ADA

The Parties must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

### 2.0 Amendments

- 2.1 Any amendment to this agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.
- 2.4 An amendment shall not be necessary when completing a change of contact person, change of key personnel, change of address, change of signatory or other non- material changes to this agreement.

### 3.0 Arbitration and Disputes

In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Cochise County, Arizona.

### 4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

### 5.0 Compliance with Laws, Rules and Regulations

AHCCCS, the COUNTY and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.

### 6.0 Disposal of Property

Upon the termination of this agreement, all property involved shall revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this Agreement, not affect ownership of property pursuant to this agreement.

### 7.0 E-Verify Requirement

In accordance with ARS § 41-4401, all parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**8.0 Execution in Counterparts / Electronic Documents**

- 8.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.
- 8.2 Facsimile signatures, electronic signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

**9.0 Federal Immigration and Nationality Act**

The parties shall ensure compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

**10.0 Health Insurance Portability and Accountability Act (HIPAA) of 1996**

The parties certify that each 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 Agreement. The parties warrant that each will cooperate in the course of performance of the Agreement so that the parties will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Cochise County will sign any documents that are reasonably necessary to keep AHCCCS in compliance with HIPAA, including, but not limited to, business associate agreements.

**11.0 Insurance**

Cochise County is insured through the Arizona Counties Insurance Pool (ACIP) for liability coverage. AHCCCS is self-insured pursuant to statutory authority. Each party maintains their own general liability coverage and is sufficient to meet the purposes of this Agreement.

**12.0 Liability**

The parties shall each be responsible for any and all liability for their own negligence arising from the Agreement and each shall bear all costs for their own defense of any litigation to the extent allowed by law.

**13.0 Non-Conforming Performance**

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**14.0 No Joint Venture**

Nothing in this Agreement is intended to create a joint venture between the Parties and it will not be so construed. Neither AHCCCS' nor Cochise County's employees will be considered officers, agents or employees of the other or be entitled to receive any employment-related fringe benefits from the other.

**15.0 No Third Party Beneficiaries**

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or effect the legal liability of either Party to the IGA.

**16.0 Non-Discrimination**

In accordance with ARS § 41-1461 et. seq., the parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. The parties agree to comply with the Americans with Disabilities Act.

**17.0 Records and Audit**

Under A.R.S. § 35-214 and A.R.S. § 35-215, The parties agree to retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.

**18.0 Severability**

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**19.0 Termination**

Either party may terminate this Agreement upon thirty (30) working days written notice to the other party. Termination will be without further obligation or penalty and will be effective upon receipt, unless specified otherwise.

**20.0 Cancellation for Conflict of Interest.**

This IGA is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.

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**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties have executed this Agreement:

**COUNTY:** Cochise

**Arizona Health Care Cost Containment System (AHCCCS):**

Signature: \_\_\_\_\_

Signature: 

Printed Name: ~~Ann English~~ **PEGGY JUDD**

Printed Name: Alice McLain, MBA

Title: Chairman, Board of Supervisors

Title: Procurement Manager

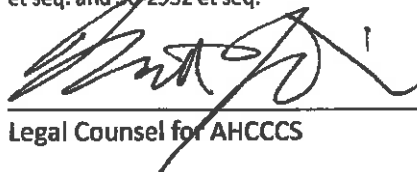
Date: \_\_\_\_\_

Date: 4/27/18

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to Cochise County.

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

\_\_\_\_\_  
County Attorney

  
Legal Counsel for AHCCCS

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018

IGA AHCCCS Inmate Hospitalization

**Submitted By:** Ray Falkenberg, Health & Social Services

**Department:** Health & Social Services

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

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

**NAME of PRESENTER:** Ray Falkenberg      **TITLE of PRESENTER:** Deputy Director

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve Intergovernmental Agreement (IGA) YH16-0018-13 between Cochise County and the Arizona Health Care Cost Containment System (AHCCCS) for detention inmate inpatient medical care, effective May 1, 2018.

**Background:**

Over the past eleven years through the implementation of agreements with AHCCCS, Cochise County has tapped federal Medicaid dollars to help pay for certain eligible inmate inpatient medical treatments. There are no material financial or operational changes from the existing IGA. This contract will be effective for five years and may be extended by mutual written consent. It may also be terminated by either party with thirty days written notice.

This IGA has been an unqualified success at reducing county expenses because it enables the county to tap federal Medicaid funds for approximately two-thirds of eligible inpatient medical bills. Since the inception of the contract, the county has saved over one hundred thousand dollars in inmate medical costs. Even though savings to the county are contingent mostly on the volume of eligible inpatient medical visits (relatively infrequent occurrences), the potential large dollar impact of even one such event makes this IGA very valuable. The administrative burden of this program is modest and ably managed by existing jail medical staff. Detention medical management has confirmed the county's ability to meet the terms and conditions of the new addendum.

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

Continue existing processes.

**Impact of NOT Approving/Alternatives:**

Not approving the amendment and allowing the contract to lapse could materially boost detainee medical expenses paid by the county general fund.

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

Return executed IGA to department for final processing.

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**Attachments**

Exec Summary

IGA

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## Executive Summary Form

### **HLT 3980**

#### Recommendation:

Approval of IGA YH16-0018-13 between Cochise County and AHCCCS for detention inmate inpatient medical care.

#### Background:

Over the past eleven years through the implementation of agreements with AHCCCS, Cochise County has tapped federal Medicaid dollars to help pay for certain eligible inmate inpatient medical treatments. There are no material financial or operational changes from the existing IGA. This contract will be effective for five years and may be extended by mutual written consent. It may also be terminated by either party with thirty days written notice.

#### Fiscal Impact & Funding Sources:

This IGA has been an unqualified success at reducing county expenses because it enables the county to tap federal Medicaid funds for approximately two-thirds of eligible inpatient medical bills. Since the inception of the contract, the county has saved over one hundred thousand dollars in inmate medical costs. Even though savings to the county are contingent mostly on the volume of eligible inpatient medical visits (relatively infrequent occurrences), the potential large dollar impact of even one such event makes this IGA very valuable. The administrative burden of this program is modest and ably managed by existing jail medical staff. Detention medical management has confirmed the county's ability to meet the terms and conditions of the new addendum.

#### Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

#### Impact of Not Approving:

Not approving the amendment and allowing the contract to lapse could materially boost detainee medical expenses paid by the county general fund.



**INTERGOVERNMENTAL AGREEMENT  
FOR AHCCCS INMATE HOSPITALIZATION  
YH16-0018-13**

This Intergovernmental Agreement ("Agreement") is entered into by and between Cochise County, a political subdivision of the State of Arizona, and the Arizona Health Care Cost Containment System ("AHCCCS"), and shall be effective May 1, 2018, and terminated pursuant to the terms set forth in this agreement.

**RECITALS**

**WHEREAS**, AHCCCS is duly authorized to execute and administer Agreements under A.R.S. §§ 36-2903 *et seq.*, 36-2932 *et seq.* and 11-952; and

**WHEREAS**, Cochise County is duly authorized to enter into this Agreement under A.R.S. § 11-952; and

**WHEREAS**, Cochise County and AHCCCS are authorized by A.R.S. § 11-951 *et seq.* to enter into Intergovernmental Agreements for cooperative action pertaining to reimbursement or advancements of funds for services performed; and

**WHEREAS**, Cochise County and AHCCCS wish to enter into this Agreement in order to establish procedures to permit AHCCCS to pay for Medical services that qualify for Federal Financial Participation (FFP) provided to Inmates of the County jail detention facilities or other penal facilities.

**WHEREAS**, Cochise County is responsible for the oversight, management and the provision of healthcare services to detainees in the custody of the Sheriff's Department and utilizes outside healthcare vendors for the provision of healthcare services; and

**WHEREAS**, the medical services program in the Cochise County Jail is administered by the Cochise Health & Social Services and is a Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA); and

**WHEREAS**, Cochise Health & Social Services has been designated by the County as a health care component consistent with 45 CFR 164.105(a)(2)(iii)(D).

**NOW, THEREFORE**, Cochise County and AHCCCS (collectively, the "Parties"), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

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## AGREEMENT

1. **DEFINITIONS** Unless otherwise defined in this Agreement, all terms shall have the same meaning as set forth in Title 36 of the Arizona Revised Statutes.
  - 1.1. **AAC:** Arizona Administrative Code
  - 1.2. **ADES:** Arizona Department of Economic Security
  - 1.3. **AGREEMENT:** This document, together with any and all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties.
  - 1.4. **AHCCCS:** Arizona Healthcare Cost Containment System
  - 1.5. **AHCCCS PROVIDER MANUAL:** The Fee-for-Service Provider Manual promulgated by AHCCCS. The AHCCCS Provider Manual is available online at:  
<http://www.azahcccs.gov/commercial/ProviderBilling/manuals/FFSProviderManual.aspx>
  - 1.6. **APPLICANT:** A person who submits, or whose authorized representative submits a written, completed, signed, and dated eligibility application for AHCCCS benefits.
  - 1.7. **ARS:** Arizona Revised Statutes
  - 1.8. **CFR:** United States Code of Federal regulations, the official compilation of Federal rules and requirements.
  - 1.9. **CLEAN CLAIM:** Clean claim means one that can be processed without obtaining additional information from the provider of the service.
  - 1.10. **CORRECTIONAL HEALTH ELIGIBILITY COORDINATOR:** A person designated by the County to coordinate and initiate the eligibility process for hospitalized inmates.
  - 1.11. **CMS:** Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
  - 1.12. **CMS-37:** A report providing the State estimate of the quarterly award from the Federal government.
  - 1.13. **DAY:** A calendar day, unless specified otherwise.
  - 1.14. **DOCUMENTATION:** Copies of evidence that support an Applicant's eligibility determination. Documentation includes, but is not limited to, any of the following: birth certificates, death certificates, court orders, insurance policies, pay stubs, award letters, medical bills, expenses, letters and responses from collateral sources, Applicant's authorization to share the eligibility information and Cochise County or AHCCCS' entries in case records.

- 1.15. **EMERGENCY MEDICAL SERVICES:** Services provided to treat a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain that the absence of immediate medical attention could reasonably be expected to result in any of the following:
- 1.15.1. labor and delivery;
  - 1.15.2. placing the patient's health in serious jeopardy
  - 1.15.3. serious impairment to bodily functions; or
  - 1.15.4. serious dysfunction of any bodily organ or part.
- 1.16. **EXPARTE INMATE ELIGIBILITY DETERMINATION:** A determination of Inmate eligibility made by AHCCCS after the person is released from a jail, detention facility or other penal facility and is no longer an Inmate at the time of the eligibility determination.
- 1.17. **FEDERAL EMERGENCY SERVICES PROGRAM (FESP):** A Federal emergency services program covered under AAC R9-22-217, to treat an emergency medical condition for an Applicant who is determined eligible under A.R.S § 36-2903.03(D).
- 1.18. **FFP:** Federal Financial Participation refers to the Federal matching rate that the Federal government makes to the Title XIX program portion of AHCCCS, which are the monies that AHCCCS can claim from CMS for the Federal share of AHCCCS Program service and administration costs.
- 1.19. **IBNR:** Incurred But Not Reported claims refers to claims with dates of service within the effective dates of this Agreement but which have not been invoiced or recorded in the AHCCCS claims system.
- 1.20. **IMD:** Institution for Mental Disease as defined in 42 CFR 435.1010.
- 1.21. **INMATE:** A person, either adult or juvenile, who is living in a County jail, detention facility, or other penal facility, or in a Medical Institution where but for an illness or an injury, the person would be living in a County jail or detention facility or other penal facility, and who may be eligible for FFP payment as determined by AHCCCS.
- 1.22. **INPATIENT:** As it relates to an inmate, is a patient who has been admitted to a Medical Institution as an inpatient as defined in 42 CFR 435.1010. An Inpatient is a patient who has been admitted to a Medical Institution as an inpatient in a non-secure ward on recommendation of a physician or dentist and who:
- 1.22.1. Receives room, board and professional services in the institution for a 24 hour period or longer; or
  - 1.22.2. Is expected by the institution to receive room, board and professional services in the institution for a twenty-four (24) hour period or longer even though it later develops that the patient dies, is discharged or is transferred to another facility and does not actually stay in the institution for twenty-four (24) hours.

- 1.23. **MEDICAL INSTITUTION:** Any facility, including IMDs providing FFP qualifying services, that is engaged in the delivery of health care services and is authorized to do so by the state in which those services are delivered. Medical Institution means an institution that:
- 1.23.1. Is organized to provide medical care, including medical, surgical, psychiatric, nursing and convalescent care;
  - 1.23.2. Has the necessary professional personnel, equipment, and facilities to manage the medical, nursing, and other health needs of patients on a continuing basis in accordance with accepted standards;
  - 1.23.3. Is authorized under State law to provide medical care;
  - 1.23.4. Is staffed by professional personnel who are responsible to the institution for professional medical and nursing services. The services must include adequate and continual medical care and supervision by a physician; registered nurse or licensed practical nurse supervision and services and nurses' aid services, sufficient to meet nursing care needs; and a physician's guidance on the professional aspects of operating the institution; and
  - 1.23.5. Services are rendered on a non-secure ward.
- 1.24. **MEDICAL SERVICES:** Services provided by a medical provider in the community, including Medical Institution. Medical Services includes, but is not limited to, medical, surgical, psychiatric, diagnostic, and specialty physician services.
- 1.25. **MEMBER:** An inmate who qualifies for Title XIX coverage.
- 1.26. **PROVIDER:** Any individual or entity that is engaged in the delivery of health care services and that is authorized to do so by the state in which those services are delivered.
- 1.27. **RECIPIENT:** A person who has been determined eligible to receive AHCCCS benefits.
- 1.28. **REVIEW:** An analysis of all factors affecting a family's or person's eligibility.
- 1.29. **STATE:** The State of Arizona.
- 1.30. **STATE MATCH:** The percentage of payment for health services usually paid by the State; but under this contract paid to the State by County to qualify for FFP.
- 1.31. **SUBCONTRACT:** Any contract or agreement between Cochise County and a third party to provide, or be accountable for providing a service.
- 1.32. **TITLE XIX:** That section of the Social Security Act that authorizes the Medicaid Program.

**2. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is for Cochise County and AHCCCS to jointly develop, and mutually agree upon, an eligibility application and determination process that complies with both Federal and State laws, regulations, rules and appropriate CMS approval, and to adjudicate and pay claims for covered services provided to Members in accordance with Federal and State laws, regulations, and rules. This Agreement is entered into pursuant to A.R.S. § 36-2903 to provide AHCCCS with the appropriate State Match in order to pay for Medical Services that qualify for FFP provided to Inmates who qualify for Title XIX while they are an inpatient in a non-secure ward of a Medical Institution. It also provides AHCCCS with the funds to pay for administrative costs associated with this Agreement.

**3. TERM**

3.1. This Agreement is effective May 1, 2018 and shall remain in effect for an initial term of five (5) years, with the possibility of additional extensions of five years each or any portion thereof through an amendment executed by the parties, unless terminated pursuant to the terms and conditions of this Agreement. Any material change to this Agreement shall be through an amendment and shall become effective on the date executed by the parties.

**4. SCOPE**

4.1. Eligibility Requirements and Application Process:

When required to determine a non-citizen's eligibility for the FES only, the disability determination will be made by ADES, Disability Determination Services Administration (DDSA), pursuant to an agreement between AHCCCS and ADES, for an additional cost to the COUNTY as set forth in **Attachment A** to this Agreement.

4.2. Claims Processing And Payment:

4.2.1. AHCCCS Administration and Cochise County will jointly develop and mutually agree upon a claims processing and payment process that complies with both Federal and State laws, regulations, and rules; and is not in conflict with the provisions of this contract.

4.2.2. AHCCCS will process and pay clean claims in accordance with AHCCCS policies and procedures.

4.3. Mutual Data Exchange:

Subject to the confidentiality rules specified in AAC R9-22-512, 42 CFR Part 431, Subpart F, and 45 CFR, Parts 160 and 164. AHCCCS and Cochise County will timely provide to each other any information that may be required for program administration. Upon the request of either party, AHCCCS and Cochise County will meet to address any issues regarding the transmission of information, identify corrective actions required, and monitor the effectiveness of the corrective actions. Cochise County and AHCCCS will cooperate with all parties in the corrective actions. Cochise County and AHCCCS will cooperate with all parties in the determination of an Applicant's eligibility for the Program, including supplying any needed information. AHCCCS and Cochise County shall provide the information to each other in a timely manner.

4.4. **AHCCCS Rights and Obligations:**

4.4.1. **Eligibility Decision:**

- 4.4.1.1. AHCCCS / ADES shall determine the eligibility of Inmates who apply for Title XIX while an Inpatient in an acute hospital and not in a separate county or contracted hospital unit that houses only county/state inmates. An eligibility determination for non-citizens who do not qualify for full Medical Services will be completed when the services qualify under A.R.S § 36-2903.03 (D) as an emergency service and when required, Cochise County agrees to pay the cost of any DDSA determination in the amount set forth in **Attachment A** of this Agreement. The eligibility determination may also include an Ex Parte Inmate Eligibility Determination when appropriate. Cochise County is not financially liable for an Ex Parte Eligibility Determination.
- 4.4.1.2. AHCCCS/ADES shall contact Cochise County, as appropriate and consistent with applicable privacy laws, to obtain additional information required to complete an Applicant's application and to determine the person's ongoing eligibility.
- 4.4.1.3. AHCCCS/ADES shall issue a decision notice to the Applicant and a copy to Cochise County in accordance with the confidentiality rules of Title XIX.

4.4.2. **Payment for Services in Agreement:**

Payments made to AHCCCS by Cochise County pursuant to this Agreement are conditioned upon the availability of Cochise County funds authorized for expenditure in the manner and for the purpose(s) stated herein. AHCCCS is not liable for any purchases of subcontracts entered into by Cochise County in anticipation of such funding. **AHCCCS is not responsible for any payments to a Medical Institution or Provider for claims submitted under this Agreement if Cochise County has not provided the State Match for such payments.**

Notwithstanding the provisions of the terms and conditions "Amendments" section of this Agreement (2.0), AHCCCS and Cochise County agree that changes in the claims processing and payment procedures that do not have a monetary effect may be made from time to time by mutual written agreement of the Assistant Director of AHCCCS and Cochise County. Such changes shall become effective and binding without execution of an amendment to this Agreement.

4.4.3. **AHCCCS Payment Recoupment from Medical Institutions and Providers:**

- 4.4.3.1. AHCCCS shall require Medical Institutions and Providers submitting claims to reimburse AHCCCS upon demand or AHCCCS shall deduct from future payments to the Medical Institutions or Providers any amount:
  - 4.4.3.1.1. Received by a Medical Institution or Provider from AHCCCS for Agreement services that have been inaccurately reported or paid or are found to be for an excluded service; or

4.4.3.1.2. Paid by AHCCCS for which a Medical Institution's or Provider's books, records, and other documents are not sufficient to clearly confirm that those amounts were used by the Medical Institution or Provider to perform billed services; or

4.4.3.1.3. Identified as a questioned cost as the result of a financial management review or audit.

4.4.3.2. For purposes of this Agreement only, Cochise County is responsible to reimburse AHCCCS for payments for services rendered that are not eligible for Federal Financial Participation (FFP) if AHCCCS is unable to recoup payments from the Medical Institutions or Providers. Cochise County is not responsible for services where AHCCCS failure to recoup payments from Medical Institutions and Providers is due to AHCCCS' negligence or inattention.

4.4.3.3. If an Inmate is not AHCCCS eligible, and if Cochise County is legally required to pay the medical expenses for the Inmate, Cochise County shall pay Medical Institutions or Providers for services rendered if AHCCCS has recouped funds. This section does not obligate Cochise County to pay a Medical Institution or Provider in excess of the terms of a contract between Cochise County and a Medical Institution or Provider, or, where there is no contract, the actual cost of care.

**4.4.4. Monitoring:**

AHCCCS shall monitor services covered by this Agreement that are provided by any Medical Institution, Provider, or any Provider subcontractor to ensure compliance with the AHCCCS Provider Manual.

**4.4.5. Visitation, Inspection and Copying:**

After the date of this Agreement, all related Cochise County contracts with Medical Institutions, Providers and Providers' subcontractors shall require that the Medical Institution's, Provider's or a subcontractor's facilities, services, books, accounts, reports, files, and other records directly related to this Agreement shall be subject at all reasonable times to visitation, inspection, and copying by AHCCCS and any other appropriate agent of State or Federal government for five (5) years after completion of this Agreement. Such records shall be available at the Medical Institution's, Provider's, or a subcontractor's offices or shall be produced at the AHCCCS main office or any other office designated by AHCCCS.

**4.5. COUNTY's Rights and Obligations**

**4.5.1. Application for Title XIX:**

4.5.1.1. Cochise County shall appoint a Correctional Health Eligibility Coordinator to assist Inmates who potentially qualify for Title XIX coverage while an Inpatient in an acute hospital, with the AHCCCS application process. Before assisting an individual with the application process, Cochise County shall obtain the

Inmates' authorization to apply for AHCCCS in accordance with AAC R9-22-1406.

- 4.5.1.2. The Correctional Health Eligibility Coordinator shall obtain the Applicant's authorization for AHCCCS to release eligibility information to Cochise County and Cochise County shall maintain the confidentiality of the Applicant's records in accordance with AAC R9-22-512.
- 4.5.1.3. The Correctional Health Eligibility Coordinator shall attempt to obtain the required Documentation to establish eligibility for the budget month and to assist the AHCCCS Administration or the ADES in obtaining any information required for the Inmate's ongoing eligibility.
- 4.5.1.4. When authorized by an Inmate to assist with the application, the Correctional Health Eligibility Coordinator shall take the application and obtain the Applicant's signature in the month of the hospital stay. The completed application, all verification and Documentation will be submitted to AHCCCS during the first week of the month following the month of application. For cases in which additional time is needed to collect appropriate verification and/or Documentation, the Correctional Health Eligibility Coordinator will submit the application as soon as the Documentation is complete, but no later than the 15<sup>th</sup> of the month following the month of application. The month of application is the month in which the inpatient service is received and the appropriate party signs the application.
- 4.5.1.5. The Correctional Health Eligibility Coordinator will not submit an application on inmates that are treated in the secure ward of the hospital. If the inmates were treated in both the secure and non-secure ward of the hospital the Correctional Health Eligibility Coordinator will identify those secure days on the application to ensure the eligibility segment identifies them as non-eligible.

4.5.2. Advance payment for Medical Services and Administrative Costs by the COUNTY:

- 4.5.2.1. Quarterly estimates of the State Match payments for program services will be determined based on the prior year's dollar value of claims and any additional information provided by Cochise County. For the initial year of the Agreement, Cochise County must provide an estimate of the number of paper claims, electronic claims and applications to be processed as well as an estimate of the dollar value of claims to be paid. The quarterly estimates will be documented on **Attachment B** of this Agreement. Based on these estimates, Cochise County shall make an advance payment to AHCCCS of the estimated amount on or before the last business day of the first month of each quarter. AHCCCS may request additional State Match funds for program services to be advanced more frequently than quarterly to address an increase in the volume of claims or dollar value of claims to be processed.

- 4.5.2.2. The State Match for the administrative costs of this Agreement per application or claim is estimated to be as shown in **Attachment A**. Any changes to the estimated State Match for the administrative costs may only be assessed by written agreement of the Parties.
- 4.5.2.3. AHCCCS will calculate a quarterly invoice for the State Match of the administrative fees of this Agreement based on the actual costs, number of electronic claims, paper claims and applications processed for the quarter. The quarterly invoice will be emailed to Cochise County by the last business day of the month following the end of the quarter. The quarterly administrative fees owed to AHCCCS will be deducted from the amount Cochise County has on deposit. If sufficient funds are not on deposit, Cochise County will pay AHCCCS for the remainder of the administrative fees so that AHCCCS will receive the monies due within thirty (30) days of the invoice date.
- 4.5.2.4. AHCCCS shall deposit the quarterly advance payments made by Cochise County into a separate account (the State Match Fund). All funds in the State Match Fund are the property of Cochise County until withdrawn by AHCCCS to pay the State Match on a claim or administrative fees. AHCCCS will inform Cochise County of the State Match Fund balance as of the end of each quarter in a report received with the quarterly administrative fees invoice. This report will be emailed by the last business day of the month following the end of the quarter. Notwithstanding the previous sentence, AHCCCS will immediately inform Cochise County if, at any time, the State Match Fund contains less than twenty five percent (25%) of the quarterly estimate of the State Match advance payments for program services documented on **Attachment B** of this Agreement. **In the event the State Match Fund falls below twenty five percent (25%) of the quarter estimate of the State Match advance payments for program services documented on Attachment B of this Agreement, Cochise County shall pay into the State Match Fund sufficient money to increase the Fund to the quarterly estimate of the State Match documented in Attachment B.** Any amount in the State Match Fund that is not expended at the end of a quarter shall be applied to the advance payment for the subsequent quarter, and AHCCCS shall reduce the estimate for the subsequent quarter by such amount. If at any time this Agreement is terminated by either party, any money remaining in the State Match Fund shall be returned to Cochise County after the claim submission deadline, as of the date of termination.
- 4.5.2.5. Cochise County shall bear the administrative cost of any appeal process requested by the COUNTY of deferred or disallowed claims.
- 4.5.3. **AHCCCS Recoupment from Cochise County:** In the event CMS modifies its methodology for allocating FFP, Cochise County shall be responsible for the Federal portion of deferred or disallowed claims and any interest charged thereon pursuant to 42 CFR 433.38, subject to the payment limitations in listed in this agreement in Section 4.4.3.2.

## **5. GENERAL FINANCIAL RESPONSIBILITIES**

### **5.1. Quarterly Program Expenditure estimates:**

Cochise County shall submit to AHCCCS a quarterly estimate of expenditures to be used for the development of the CMS-37. The estimates shall be submitted to AHCCCS thirty (30) days after the end of each quarter unless otherwise determined by Federal requirements.

### **5.2. AHCCCS Reporting:**

5.2.1. **Quarterly Expenditures Report.** AHCCCS will submit to Cochise County reports that show actual quarterly program expenditures made pursuant to this Agreement. Each report shall detail the amount expended of State Match funds provided by Cochise County and the matching FFP funds, and the administrative fees AHCCCS charged to Cochise County. The expenditure reports shall be submitted by the last business day of the month following the end of each quarter.

5.2.2. **Claims Paid Report.** AHCCCS will provide a report to Cochise County reporting the claims paid by AHCCCS. The report will be produced weekly, monthly or quarterly if necessary depending on the frequency of claims paid.

### **5.3. AHCCCS Annual Reconciliation with the COUNTY:**

5.3.1. In the Quarterly Expenditure Report dated June 30<sup>th</sup> of each State fiscal year, AHCCCS will provide to Cochise County the actual amounts claimed and paid on an annual basis under this Agreement. This report shall also show any and all amounts paid in advance using estimate reports.

5.3.2. AHCCCS will reconcile the actual amounts paid against Cochise County's AHCCCS estimates and advanced payments for the twelve month period of the state fiscal year. This reconciliation shall be completed within ninety (90) days of the end of the state fiscal year.

5.3.3. If any monies are due Cochise County, these will be applied to the next quarterly payment.

### **5.4. Insufficient Appropriation**

If at any time during the term of the Agreement, Cochise County determines that the money Cochise County budgeted to meet its obligations under this Agreement is insufficient, Cochise County shall notify AHCCCS in writing and shall include in the notice recommendations as to the resolution of the shortage.

### **5.5. Unused Funds**

After the close of each State of Arizona fiscal year and the administrative adjustment period, upon request of the COUNTY, any funds remaining in the State Match Fund, shall be returned to Cochise County. It is understood that if any valid IBNR claim appears after funds are returned to Cochise County, the COUNTY is still responsible for payment within the terms of this Agreement.

5.6. Cochise County Annual Budget Submissions

Cochise County shall provide AHCCCS with projected funding requirements for this Agreement by July 31 of each new fiscal year to allow AHCCCS to request the appropriate amount of Federal authority.

5.7. Cochise County Budget Revisions

Any revisions to expenditure projections shall be expeditiously forwarded to AHCCCS as soon as the need for revision becomes known to Cochise County in order for AHCCCS to adjust the Federal cash projections to CMS.

6. **NOTICES**

Any notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

6.1. AHCCCS

**Procurement and Contracts:**

Melannie Rustein, Procurement Specialist  
701 East Jefferson St., MD 5700  
Phoenix, AZ 85034  
Phone: 602-417-4408  
Email: [Melannie.Rustein@azahcccs.gov](mailto:Melannie.Rustein@azahcccs.gov)

**Eligibility Determination:**

Penny Ellis, Assistant Director, Division of Member Services  
801 E. Jefferson St., MD2600  
Phoenix, AZ 85034  
Phone: 602-417-4512  
E-Mail: [Penny.Ellis@azahcccs.gov](mailto:Penny.Ellis@azahcccs.gov)

**Claims Processing and Payment:**

Lisa DeWitt, Third Party Accounts Manager-DFSM/Claims  
701 E. Jefferson St., MD8500  
Phoenix, AZ 85034  
Phone: 602-417-4771  
E-Mail: [Lisa.DeWitt@azahcccs.gov](mailto:Lisa.DeWitt@azahcccs.gov)

6.2. Cochise County

Questions, comments and concerns regarding the duties and responsibilities of the County shall be directed to:

Ray Falkenberg  
Deputy Director, Administrative Services  
Public Information Officer  
Cochise Health and Social Services  
1415 Melody Lane, Building A  
Bisbee, AZ 85603  
Phone: 520-432-9414  
E-Mail: [RFalkenberg@cochise.az.gov](mailto:RFalkenberg@cochise.az.gov)

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## TERMS AND CONDITIONS

### 1.0 ADA

The Parties must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

### 2.0 Amendments

- 2.1 Any amendment to this Agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.
- 2.4 An amendment shall not be necessary when completing a change of contact person, change of key personnel, change of address, change of signatory or other non-material changes to this Agreement.

### 3.0 Arbitration and Disputes

In accordance with ARS § 12-1518, the parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Maricopa County, Arizona.

### 4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

### 5.0 Compliance with Laws, Rules and Regulations

AHCCCS, the COUNTY and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.

### 6.0 E-Verify Requirement

In accordance with ARS § 41-4401, all parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

### 7.0 Execution in Counterparts / Electronic Documents

- 7.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.
- 7.2 Facsimile signatures, electronic signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

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## TERMS AND CONDITIONS

### **8.0 Federal Immigration and Nationality Act**

The parties shall ensure compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

### **9.0 Fraud and Abuse**

9.1 It shall be the responsibility of AHCCCS and to Cochise County report all cases of suspected fraud and abuse by subcontractors, members or employees. AHCCCS and Cochise County shall provide written notification of all such incidents to the Contracting Officer.

9.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

9.3 AHCCCS and Cochise County are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS or Cochise County After conducting a cost benefit analysis to determine if such action is warranted, the Parties should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.

### **10.0 Health Insurance Portability and Accountability Act (HIPAA) of 1996**

The parties certify that each 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 Agreement. The parties warrant that each will cooperate in the course of performance of the Agreement so that the parties will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Cochise County will sign any documents that are reasonably necessary to keep AHCCCS in compliance with HIPAA, including, but not limited to, business associate agreements.

### **11.0 Insurance**

The parties acknowledge that they are self-insured pursuant to statutory authority. The parties agree that the general liability coverage afforded by the self-insurance programs is sufficient to meet the purposes of this Agreement.

### **12.0 Liability**

The parties shall each be responsible for any and all liability for their own negligence arising from the Agreement and each shall bear all costs for their own defense of any litigation to the extent allowed by law.

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## TERMS AND CONDITIONS

**13.0 Non-Conforming Performance**

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**14.0 No Joint Venture**

Nothing in this Agreement is intended to create a joint venture between the Parties and it will not be so construed. Neither AHCCCS' nor Cochise County employees will be considered officers, agents or employees of the other or be entitled to receive any employment-related fringe benefits from the other.

**15.0 No Third Party Beneficiaries**

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or effect the legal liability of either Party to the IGA.

**16.0 Records and Audit**

Under A.R.S. § 35-214 and A.R.S. § 35-215, the parties agree to retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.

**17.0 Severability**

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**18.0 Termination**


Either party may terminate this Agreement upon thirty (30) working days written notice to the other party. Termination will be without further obligation or penalty and will be effective upon receipt, unless specified otherwise.


**19.0 Cancellation for Conflict of Interest.**

This IGA is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.

## SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY: <b>Cochise County</b>	AHCCCS
Signature:	Signature: 
Printed Name: <del>Ann-English</del> <b>PEGGY JUDD</b>	Printed Name: <b>Alice McLain, MBA</b>
Title: <b>Chairman, County Board of Supervisors</b>	Title: <b>Procurement Manager</b>
Date:	Date: <b>4/30/18</b>

<p>In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to COUNTY.</p>  <p>_____</p> <p>Legal Counsel for Cochise County</p>	<p>In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.</p>  <p></p> <p>_____</p> <p>Legal Counsel for AHCCCS</p>
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**YH16-0018-13  
Attachment A**

**AHCCCS  
Administrative Annual Cost Estimates for  
Cochise County Medicaid Eligible Inmates FFS Project IGA SFY18**

Claims	Electronic 83%	Paper 17%	Total Fund 100%	State Share 50%	Federal Share 50%
<b>Estimated total number of claims:</b>					
Physician & Emergency Transport/Hospital	1	25	5	30	
DFSM Cost per Claim	2	\$ 0.61	\$ 0.70		
OIG Cost per Claim	2	\$ 0.15	\$ 0.15		
ISD Cost per Claim	2	\$ 1.41	\$ 1.41		
<b>Concurrent Review</b>					
Estimated cost per case	3	\$ 96.75			
Estimated number of HSAG reviews	4	2			
<b>Claims Processing costs:</b>					
DFSM	\$15.22	\$3.52	\$18.74	\$9.37	\$9.37
OIG	\$3.76	\$0.76	\$4.52	\$2.26	\$2.26
ISD	\$35.25	\$7.05	\$42.30	\$21.15	\$21.15
State Accounting System Charges @ \$0.1350/claim	\$3.37	\$0.67	\$4.06	\$2.03	\$2.03
<b>Total Claims Processing Costs</b>	<b>\$57.60</b>	<b>\$12.00</b>	<b>\$69.60</b>	<b>\$34.80</b>	<b>\$34.80</b>
Direct DFSM Labor for Cochise Co Medicaid Claims Processing	5		\$0.00	\$0.00	\$0.00
Direct ISD Labor for Cochise Co Medicaid Claims Processing			\$1,750.00	\$875.00	\$875.00
<b>Concurrent Review Estimated costs:</b>					
Cost for 2 reviews			\$193.50	\$96.75	\$96.75
<b>Administrative Costs (see detail)</b>					
DBF Paper Processing Personnel costs	7		\$7,352.60	\$3,676.30	\$3,676.30
Postage @ \$.0605/claim	8		\$1.80	\$0.90	\$0.90
Data Center Charges @ \$.4931/claim			\$14.80	\$7.40	\$7.40
OOD @ \$.2219/claim			\$6.66	\$3.33	\$3.33
OALS @ \$.0851/claim			\$2.54	\$1.27	\$1.27
HRD @ \$.0261/claim			\$0.70	\$0.35	\$0.35
Indirect at 10%			\$737.92	\$368.96	\$368.96
<b>Total DBF Administrative Costs</b>			<b>\$8,117.02</b>	<b>\$4,058.51</b>	<b>\$4,058.51</b>
<b>DMS Eligibility Costs</b>					
Application Processing Costs - DMS	10		\$500.00	\$250.00	\$250.00
<b>Estimated Total Annual Costs for Program</b>			<b>\$10,630.12</b>	<b>\$5,315.06</b>	<b>\$5,315.06</b>
<b>Cost per Claim</b>	11		<b>\$347.88</b>	<b>\$173.94</b>	<b>\$173.94</b>

**YH16-0018-13  
Attachment A**

- <sup>1</sup> Actual number of claims may be higher. Number includes, original, recoupment and adjustment claims.
- <sup>2</sup> Cost based on actual SFY17 expenditures and actual number of claims processed
- <sup>3</sup> Average rate per contract. Actual costs will be a strict pass-through based on price negotiated on new contract.
- <sup>4</sup> Actual number may be higher or lower depending on Cochise County Medicaid Inmate program requirements.
- <sup>5</sup> Based on estimates of DFSM staff time required to process the claims.
- <sup>6</sup> Estimate based on 10 hours at a rate of \$175 per hour. Will only be billed for actual hours incurred.
- <sup>7</sup> Based on estimates of DBF staff time required to monitor funding activity and process payments.
- <sup>8</sup> Postage based on average cost per claim times number of claims.
- <sup>9</sup> Data Center charges calculated based on average SFY17 costs
- <sup>10</sup> DMS Eligibility charges calculated at \$100/determination. Estimated 5 annual applications/determinations.
- <sup>11</sup> Cost per claim does not include a cost for concurrent reviews

**YH16-0018-13  
Attachment B**

**AHCCCS**

**Quarterly Estimate of State Match Advance Payments for Program Services  
Cochise County Medicaid Eligible FFS Project IGA SFY18**

Estimate of Annual Dollar Value of Claims Paid	\$ 8,000.00
Average Federal Financial Participation Rate	80.74%
Estimate of State Match Payments for Program Services for Current Year	\$ 1,540.80
Quarterly Estimate of State Match Advance Payments for Program Services to AHCCCS	<u>\$ 10,000.00</u> **

\*\* Minimum Balance of \$10,000.00 must be maintained.

## **BUSINESS ASSOCIATE ADDENDUM**

Amended 2016

This Addendum is made part of this Contract between the Arizona Health Care Cost Containment System ("AHCCCS") and the Contractor, referred to as "Business Associate" in this Addendum.

AHCCCS and Business Associate agree that the underlying Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

### **1. DEFINITIONS**

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the CFR: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- 2.1. Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to AHCCCS any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner;
  - 2.3.1. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make an initial report to the AHCCCS Privacy Official not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:
    - A. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
    - B. A description of the PHI used or disclosed;
    - C. The date(s) on which the unauthorized use or disclosure occurred;
    - D. The date(s) on which the unauthorized use or disclosure was discovered;

- E. Identify the person(s) who used or disclosed the PHI in an unauthorized manner;
- F. Identify the person(s) who received PHI disclosed in an unauthorized manner;
- G. A description of actions, efforts, or plans undertaken by the Business associate to mitigate the harm of the unauthorized disclosure;
- H. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
- I. An assessment of whether a breach, as defined in 45 CFR 164.402, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the AHCCCS Privacy Official.

Business Associate shall provide AHCCCS with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than twenty (20) days after discovery of the unauthorized use or disclosure.

- 2.3.2. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
- 2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses AHCCCS PHI in violation of this Addendum or applicable law.
- 2.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5. Make available PHI in a designated record set to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.524;
- 2.6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by AHCCCS pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy AHCCCS' obligations under 45 CFR §164.526;
- 2.7. Maintain and make available the information required to provide an Accounting of Disclosures to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.528;
- 2.8. To the extent Business Associate is to carry out one of more of AHCCCS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to AHCCCS in the performance of such obligation(s); and

- 2.9. Make its internal practices, books and records available to AHCCCS and the Secretary for purposes of determining compliance with the HIPAA rules.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.1. Business Associate may only use or disclosure PHI as necessary to perform the services and obligations set forth in the underlying Contract;
- 3.2. Business Associate may use or disclose protected health information as required by law;
- 3.3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with AHCCCS' Minimum Necessary Policy, located at [www.azahcccs.gov](http://www.azahcccs.gov) ;
- 3.4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by AHCCCS, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6. Business Associate may provide data aggregation services relating to the health care operations of AHCCCS.

### **4. PROVISIONS FOR AHCCCS TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS**

- 4.1. AHCCCS shall notify Business Associate of any limitation(s) in the AHCCCS Notice of Privacy Practices (found at [www.azahcccs.gov](http://www.azahcccs.gov)) under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- 4.2. AHCCCS shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- 4.3. AHCCCS shall notify Business Associate of any restriction on the use or disclosure of PHI that AHCCCS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### **5. TERM AND TERMINATION**

- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date AHCCCS terminates the contract for cause as authorized in paragraph (b) of this Section, or for any other reason permitted under the contract, whichever is sooner.

- 5.2. **Termination for Cause:** Business Associate authorizes termination of the Contract by AHCCCS if AHCCCS determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by AHCCCS.
- 5.3. **Obligations of Business Associate Upon Termination:** Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from AHCCCS, or created, maintained, or received by Business Associate on behalf of AHCCCS, shall:
- 5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.3.2. Destroy or return to AHCCCS all remaining PHI that the Business Associate still maintains in any form;
  - 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - 5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and
  - 5.3.5. Destroy or return to AHCCCS the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.
- 5.4. **Survival:** The obligations of Business Associate under this Section shall survive the termination of the Contract.

## **6. INDEMNIFICATION AND MISCELLANEOUS**

- 6.1. **Indemnification:** Business Associate shall indemnify, hold harmless and defend AHCCCS from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.
- 6.2. **Regulatory References:** A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.
- 6.3. **Amendment:** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.
- 6.4. **Interpretation:** Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.

**Regular Board of Supervisors Meeting****Information Technologies****Meeting Date:** 05/22/2018

Juniper Flats BLM Communications Use Lease

**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:** CIO**Docket Number (If applicable):****Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve Communications Use Lease Agreement amendment between the United States Department of the Interior Bureau of Land Management and Cochise County for May 22, 2018 through February 28, 2020 for tower site on Mule Mountain known as Juniper Flats tower site.

**Background:**

Current Tower at Juniper Flats needs to be replaced with a larger tower to support the current and future load of communications equipment. The United States Department of the Interior Bureau of Land Management requires a lease amendment when major changes are proposed on their land.

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

Provide signed copy to United States Department of the Interior Bureau of Land Management and continue the project to upgrade the tower at the Juniper Flats Tower site.

**Impact of NOT Approving/Alternatives:**

Tower upgrade will not be completed.

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

Provide signed copies of lease to the department.

**Attachments**BLM Lease AgreementAZA-006237\_Communication Site Standard Stipulations\_FINALAZA-006237\_MuleMtnCommSite\_MAP

THE UNITED STATES  
Department of the Interior  
Bureau of Land Management

COMMUNICATIONS USE LEASE

Cochise County Government - Emergency Services

of 1415 Melody Land, Bldg. D

(Lessee Name)

(Billing Address - 1)

Same

Bisbee

Arizona

85603

(Billing Address -2)

(City)

(ST)

(Zip Code)

THIS LEASE dated this 22<sup>nd</sup> day of May 2018, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and Cochise County Government, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of Cochise, State of Arizona: SE1/4SW1/4SE1/4 Sec. 25; T. 22 S., R. 23 E., Gila & Salt River Meridian  
(Legal Description)

(hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a MIC communications facility.  
(Type of Communication Use)

The stipulations for the property are attached and dated April 24, 2018 and made part hereof as Exhibit A. The location of the site

pertaining to this lease are shown on the map contained in Exhibit B. The facilities specifically authorized under this lease include the following: One 20-foot by 10-foot enclosed block Building; an 80-foot tall self-supporting lattice Tower; cable array; one 4-foot by 6-foot cement pad with a 500-gallon Propane Tank; a 60kW Generator; access and parking next to building; 115-foot tall self-supporting lattice Tower to be added in 2018.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

**I. TENURE, RENEWAL AND TRANSFERABILITY**

A. This lease will terminate at one minute after midnight on February 28, 2022. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit A, construction will commence on ASAP for Amendment.  
(Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

## **II. RENTAL**

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be received at the Bureau of Land Management office as noted on the billing statement in the form of a check or money order payable to Bureau of Land Management/DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, et seq, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

## **III. RESPONSIBILITIES OF THE LESSEE**

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

#### **IV. LIABILITIES**

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

E. (1). The Lessee must maintain \$ 1,000,000.00 worth of insurance coverage, naming the United States additionally insured on the policies(s), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

## V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all-natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 18, I, the undersigned have read, understand and accept the terms and conditions of this lease.

\_\_\_\_\_  
Lessee

**User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.**

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
Field Manager  
(Title of Authorized Officer)

\_\_\_\_\_  
Jayme M. Lopez  
(Printed Name of Authorized Officer)

\_\_\_\_\_  
(Date)



**Bureau of Land Management  
COMMUNICATION SITE STIPULATIONS**

**AZA-006237  
Cochise County Government Services**

1. The Tucson Field Manager or its designee is the Authorized Officer (AO), as defined by 43 CFR 2920.0-5(c).
2. "Lessee," or "holder," means Cochise County Government Services, and any and all assignees that may be of record, including all agents, contractors, sub-contractors, and employees.
3. "Lease," means the right-of-way, license, grant, permit, or other permission granted by the United States to the lessee for the use of public lands and resources.
4. Holder shall follow all criteria contained in the U.S. Fish and Wildlife Service's guidelines "Service Guidance on the Siting, Construction, Operation and Decommissioning of Communication Towers" (2000), in the construction, operation, maintenance, and termination of the facility. This information is contained on the following website: [https://www.fws.gov/habitatconservation/com\\_tow\\_guidelines.pdf](https://www.fws.gov/habitatconservation/com_tow_guidelines.pdf)
5. Fences not directly related to the security of the telecommunication equipment or structures are not permitted. Any fencing material shall be approved, prior to installation, by the authorized officer. Metallic fencing shall be grounded to standards contained in Motorola's publication "Standards and Guidelines for Communications Sites R56", most recent edition (a.k.a., Motorola R56 standards).
6. The antenna support structures (towers) shall be constructed of galvanized steel, and shall be self-supporting unless otherwise approved by the BLM authorized officer. All towers shall meet Electronics Industries Associated Standard RS-222G, Structural Standards for Steel Antenna Towers. All metallic structural materials shall be galvanized, plated, or coated. Dissimilar metals will not be placed in contact with each other in such a manner that could create a galvanic junction.
7. The 2015 FAA revised Obstruction Marking and Lighting Advisory Circular AC70/7460-IL encourages all existing tower owners to replace non-flashing lights with flashing lights (revised primarily to reduce impacts to migratory birds). If in compliance with the FAA requirements, the new 115' tower should not have any lights. If lights are required, the lights shall be flashing lights.
8. Per the 2016 FWS Communication Tower Recommendations per the FAA advisory:
  - 1) Schedule all vegetation removal and maintenance activities outside the breeding bird season to reduce the risk of bird take.
  - 2) Prevent the introduction of invasive plants during construction by using on native and local seed stock and using wash stations prior to entering.

- 3) Tower design with guy-wires should include daytime visual markers or bird flight diverters installed on the guy-wires to prevent daytime collisions.
  - 4) No tower lighting if less than 200' in height is the preferred option if FAA regulations and lighting standards permit. Choose minimum intensity strobes; do not use solid or pulsating red incandescent lights on towers.
  - 5) Security lighting should be motion- or heat-sensitive, down-shielded, and of a minimum intensity to reduce nighttime bird attraction and eliminate constant nighttime illumination while still allowing safe nighttime access to the site.
  - 6) Towers no longer in use, not re-licensed by the FCC for use, or obsolete should be removed within 12 months of cessation of use, preferably sooner.
9. Construction of the facility must be complete and the facility operational within six months from the effective date of this authorization unless an extension is approved in writing by the BLM authorized officer.
  10. Upon completion of construction activities and installation of equipment, but prior to turning on equipment except for test purposes, holder shall submit to the BLM authorized officer, a statement certifying that the improvements authorized by this amendment are constructed and operated according to Motorola R56 Standards (latest edition). Such statement shall be signed by an individual certified to conduct R56 inspections, and shall be accompanied by the individual's certification.
  11. The holder's building and appurtenances shall be painted (or manufactured) to blend with the natural color of the landscape. The color shall be approved in advance by the BLM authorized officer.
  12. The holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation. Any vegetation removal should be first searched for bird nests and delayed if necessary until eggs and nestlings are fledged.
  13. All existing improvements disturbed during construction (e.g. roads, parking spaces, etc.) shall be reconstructed to their original condition following completion of construction activities, as determined by the BLM authorized officer.
  14. Any archaeological or historical artifacts or remains, or vertebrate fossils discovered during operations shall be left intact and undisturbed; all work in the area shall stop immediately and the AO shall be notified immediately. Commencement of operations shall be allowed upon clearance by the AO.
  15. If, in connection with operations under this authorization, any human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; Stat. 3048; 25 U.S.C. 3001) are discovered by the

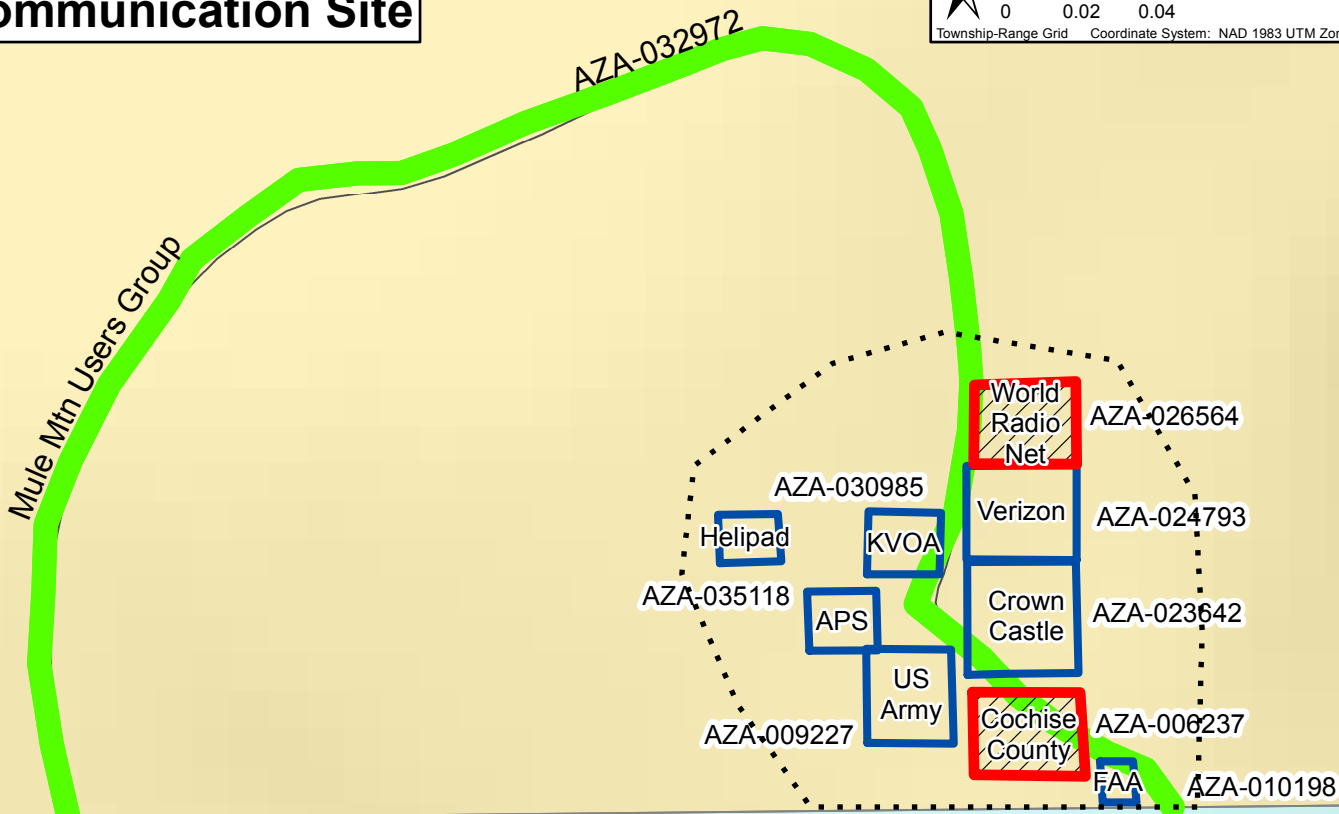
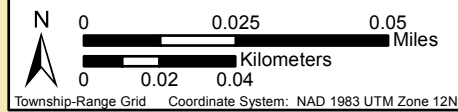
holder, or any person working on his behalf, on public or Federal lands, the holder shall stop operations in the immediate area of the discovery, protect the remains and objects and immediately notify the AO of the discovery. The holder shall continue to protect the immediate area of the discovery until notified by the AO that operations may resume.

16. The holder agrees to accommodate the entry/development of other compatible communication uses of the facility on a first-come, first-served basis. If an applicant agrees to comply with all the terms and conditions for use of the site contained herein, obtains a Federal Communications Commission or Interdepartmental Radio Advisory Committee authorization, and there is space available, the holder may not refuse to enter into a use agreement with the applicant. Exceptions to this requirement will be made by the BLM authorized officer on a case-by-case basis.
17. All equipment in the facility must be clearly posted with the owner's name and operating frequency.
18. The holder shall ensure that the BLM serial number assigned to this authorization is posted on the door of the holder's building in letters that are at least 1.5 inches high.
19. All areas authorized under this Lease shall be maintained in a sanitary condition at all time; waste materials shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, spare or damaged radio equipment/antennas/cables, excess construction materials, refuse, oil drums, petroleum products, ashes, vegetative debris, and equipment.
20. No concentrated beam of energy shall be allowed to pass through any commonly occupied building, nor shall it pass through another user's electronic facility or antenna system. Structures and antennas shall not be constructed or placed in such a manner as to block an existing concentrated beam of energy.
21. The BLM reserves the right to authorize joint use by other electronic communication users of this site, together with the roads and the power, telephone and other auxiliary utility service lines installed and operated by the holder, upon payment by such users to the holder of a just and equitable portion of the costs of installation, maintenance and operation; provided that such joint use will conform to sound engineering practices.
22. The holder shall join the Mule Mountain Users Group Association and remain a member in good standing. Within 90 days from the effective date of this grant, the holder shall provide the authorized officer with evidence of membership. Failure of the holder to join the Mule Mountain Users Group Association and remain a member in good standing shall constitute sufficient grounds for termination of this authorization.

23. The holder agrees not to install or allow the installation of any radio facilities or support facilities not specified in this Lease within the area authorized and covered by this Lease, without advance notification and written approval of the BLM authorized officer.
24. The holder understands that this Lease authorizes specific communication facilities to be constructed, maintained and operated on public lands. This Lease does not grant in any way the exclusive development/use rights to a specific plot of land, as those rights are reserved to the United States in Federal regulations at 43 CFR 2800.
25. At least 120 days prior to termination of the authorization, the lessee shall contact the BLM authorized officer to arrange a joint inspection of the Lease. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall be prepared by the holder and shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, top-soiling, or revegetation. The authorized officer must approve the plan in writing prior to the lessee's commencement of any termination activities.

023

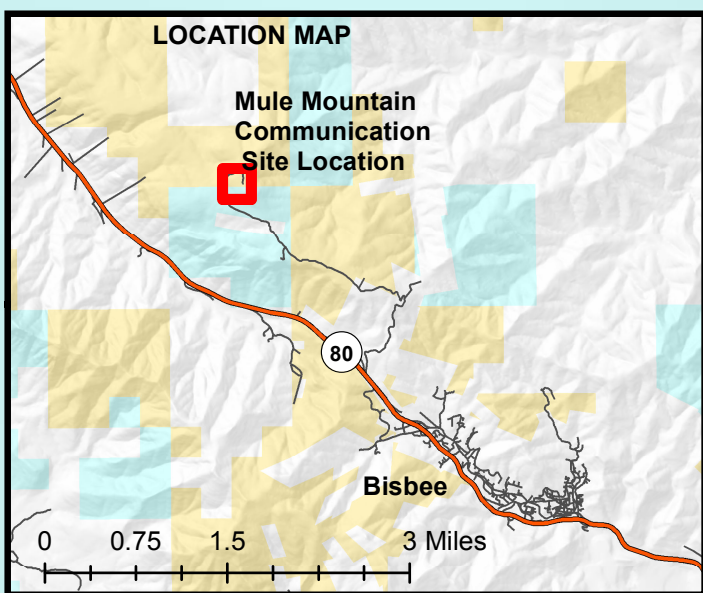
# Mule Mountain Communication Site



R 022

022

N Juniper Flats Rd



T 023

--- Comm Site Area Boundary

Amendment Seekers

Lease Holders

AZA-032972

### Surface Management

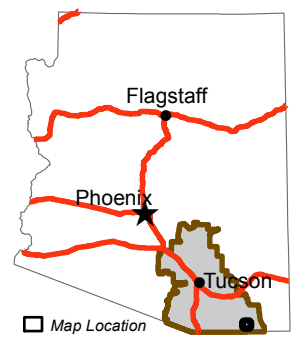
BLM State

This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause some misalignment of data layers. No warranty is made by the BLM for the use of this map for purposes not intended by the BLM.



U.S. Department of the Interior  
Bureau of Land Management  
Tucson Field Office

Map Prepared: 12/14/2017



**Regular Board of Supervisors Meeting**

**Workforce Development**

**Meeting Date:** 05/22/2018

Workforce Development Board: 1 new appointment Ms. Lauri Martin

**Submitted By:** Melissa Belasco, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** na

**TITLE** na

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the appointment of Ms. Lauri Martin to the Local Workforce Development Board to fill an unexpired term, effective immediately and through 6/30/2021.

**Background:**

Attached is the appointment letter for Ms. Martin. The Workforce Development Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the Workforce Innovation Opportunity Act (WIOA) Board. Attached is a list showing each of the WIOA Board appointees, with appointment date and date term expires.

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

If approved, WIOA will be notified of the appointments and we will request confirmation of an updated WIOA board appointees list.

**Impact of NOT Approving/Alternatives:**

Vacancies will continue to exist on the WIOA Board with certain segments not being adequately represented.

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

Once approved send appointment letter to Ms. Lauri Martin, P.O. Box 670, 1000 S. Highway 80, Benson, AZ 86602 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Ana Polakowski, apolakowski@cpic-cas.org.

**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

Appointment Letters

WDB Terms

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April 23, 2018

County Board of Supervisors  
1415 Melody Lane  
Bisbee, AZ 85603

Dear Board of Supervisors:

I understand there is a vacant seat on the Arizona@Work – Southeastern Arizona Board of Directors, and I would like to nominate Lauri Martin from Arizona G&T Cooperatives.

Ms. Martin has been a long time and active member of the business community, and currently handles all the recruiting and hiring for the organization.

I believe that she will be a valuable member of the Local Workforce Development Board, as well.

Sincerely,

Mahlon MacKenzie  
President, Benson San Pedro Valley Chamber of Commerce

nmh

CHARLES H. GRUBE  
Business Manager and Financial Secretary

SCOTT W. TOOT, President  
ALAN BRIZEE, Recording Secretary

# International Brotherhood of Electrical Workers



750 SOUTH TUCSON BLVD.  
PHONE: (520) 622-6745  
FAX: (520) 882-5396  
Tucson, Arizona 85716-5623



April 16, 2018

County Board of Supervisors  
1415 Melody Lane  
Bisbee, AZ 85603

Dear Board of Supervisors,

I understand there is a vacant seat on the Arizona@Work – Southeastern Arizona Board of Directors, and I would like to nominate Lauri Martin.

Lauri has been a long time and active member on the Apprenticeship Committee for Arizona G&T Cooperatives and is very knowledgeable about apprenticeship programs for bargaining unit positions. She also conducts all the recruiting and hiring for union positions.

I believe she will be a valuable member of the Local Workforce Development Board as well.

Sincerely,

Chuck Grube  
Business Manager/Financial Secretary

Arizona@Work - Southeastern Arizona  
Workforce Development Board

2014  
to  
2021

Member Name	Mo/Year Appointed	Service Term	Term Expiration
<b><i>Four Year Terms 2014 – 2018</i></b>			
Doris Tolbert	August 1999	4 Year	6/30/2018
Jack Bauer	August 1999	4 Year	6/30/2018
Ron Curtis	October 2000	4 Year	6/30/2018
Emery Silvester	May 2006	4 Year	6/30/2018
Jason Bowling	August 2009	4 Year	6/30/2018
Evonne Cummins	August 2010	4 Year	6/30/2018
Amanda Baillie	July 2011	4 Year	6/30/2018
Kathleen Bullock	September 2011	4 Year	6/30/2018
Matt Bolinger	June 2012	4 Year	6/30/2018
Mike Crockett	June 2012	4 Year	6/30/2018
Gail Emrick	August 2013	4 Year	6/30/2018
Mark Gallego	October 2015	4 Year	6/30/2018
<b><i>Four Year Terms 2017 – 2021</i></b>			
Susan Morss	October 2017	4 Year	6/30/2021
Mary Tieman	October 2017	4 Year	6/30/2021
Tim Taylor	October 2017	4 Year	6/30/2021
Teresa Celestine	October 2017	4 Year	6/30/2021
David Howard	October 2017	4 Year	6/30/2021
Wick Lewis	October 2017	4 Year	6/30/2021
Steven Garate	October 2017	4 Year	6/30/2021
Stephanie Michael	October 2017	4 Year	6/30/2021
Wendy Davis	November 2017	4 Year	6/30/2021
Tony Boone	November 2017	4 Year	6/30/2021
Lauri Martin	May 2018	4 Year	6/30/2021

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018  
 Z-18-05 (Reaves) A request to rezone parcel 106-04-110A from RU-4 to RU-2  
**Submitted By:** Peter Gardner, Community Development  
**Department:** Community Development **Division:** Development Services  
**Presentation:** PowerPoint **Recommendation:** Disapprove  
**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1  
**NAME of PRESENTER:** Peter Gardner **TITLE of PRESENTER:** Planner II  
**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):** Z-18-05 (Reaves)

**Information**

**Agenda Item Text:**

Adopt Zoning Ordinance 18-05 approving Docket Z-18-05 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 Carla Reaves.

**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 division of the 4.57 acre parcel into two lots.

The subject parcel, APN 106-04-110C, is located at 4472 N. Appaloosa Place in Huachuca City. The Applicant is Carla Reaves.

**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 may not be divided into two legal, conforming parcels.

**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](#)
- [Staff report](#)
- [Application](#)
- [Maps](#)
- [Agency comments](#)
- [Public Input](#)
- [Additional correspondence](#)
- [Exhibit A](#)
- [PowerPoint Presentation](#)



**ZONING ORDINANCE 18-\_\_\_**

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM RU-4 TO RU-2,  
PURSUANT TO THE APPLICATION OF CARLA REAVES**

**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 106-04-110A was zoned as RU-4; and

**WHEREAS**, the parcel is located in an area designated as Developing under the Comprehensive Plan; and

**WHEREAS**, the parcel is located in an area of the County primarily characterized by mixed rural residential, high density residential, and commercial uses; and

**WHEREAS**, the site has physically been developed in a way conducive to a requested division; and

**WHEREAS**, the Applicant wishes to bring the Zoning into compliance with the Comprehensive Plan designation and development pattern, and wishes to amend the zoning to RU-2; and

**WHEREAS**, the Applicant wishes to divide the property, requiring RU-2 zoning; and

**WHEREAS**, the requested zoning district is harmonious with existing non-conforming parcels; 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 Carla Reaves; and

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

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

The zoning classification for Tax Parcel 106-04-110A, as shown on the map attached to this Resolution as Exhibit A, is changed from RU-4 to RU-2. The property is located at 4472 N. Appaloosa Place & 315 W. Camino de Mesa in Huachuca City, AZ. The property is further described as being in Section 12 of Township 20 South, Range 19 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-18-05 subject to the following modification and 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; and
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; and

Modification - The existing accessory structures may remain less than 20 feet from internal property lines.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 22nd day of May 2018.

---

Peggy Judd, Chairman  
Board of Supervisors

**ATTEST:**

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Arlethe Rios,  
Clerk of the Board

**APPROVED AS TO FORM:**

*Elda Orduño*  
\_\_\_\_\_  
Elda 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:** Edward Gilligan, County Administrator  
**FROM:** Peter Gardner, Planner II  
**FOR:** Daniel Coxworth, AICP, Development Services Director  
**SUBJECT:** Docket Z-18-05 (Reaves)  
**DATE:** May 10, 2018 for the May2, 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 split of the parcel, leaving the existing home and existing church/storage building on separate parcels. The subject parcel is 4.57 acres (199,177 square feet) in size. The subject parcel, APN 106-04-110A, is located at 2472 N. Appaloosa Place in unincorporated Huachuca City. The commercial building has a separate address of 315 W. Camino de Mesa. The Applicants is Carla Reaves.

**I. PLANNING & ZONING RECOMMENDATION**

On Wednesday, May 9, 2018, the Planning and Zoning Commission voted 6-2 against forwarding this Docket to the Board of Supervisors with a recommendation of approval. The Commission recommends denial.

**II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES**

Parcel Size: 4.57 acres  
 Current Zoning: RU-4 (Rural; one dwelling per 4-acres)  
 Proposed Zoning: RU-2 (Rural; one dwelling per 2-acres)  
 Growth Area: B – Community Growth Area  
 Plan Designation: Developing  
 Area Plan: None  
 Existing Uses: Single Family Residence & Accessories/Quonset built as Church & used as personal storage  
 Proposed Uses: Same

**Zoning/Use of Surrounding Properties**

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-4	Single Family Residence (Manufactured Home)
South	County Maintained Road/Vacant	W. Camino de Mesa/Vacant

**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

East	SR-174	Single Family Residence
West	Non-Maintained Road/SR-174	N. Appaloosa Place/Single Family Residential

### **III. PARCEL HISTORY**

Prior to 2004 – Permits pulled but never completed

2004 – Permit issued for shed & completed. Permit issued for sign and canceled. Permit issued for commercial accessory structure and canceled.

2006 – Permit issued for residence & completed.

2007 – Permit issued for addition & completed.

2008 – Permit issued for barn & completed.

2009 – Permit issued for carport & completed. Permit issued for Quonset church building. Building completed, site not completed, permit canceled.

### **IV. NATURE OF REQUEST**

The Applicant is requesting to amend the zoning of her 4.57-acre parcel in Whetstone. The request is to divide the parcel, splitting the residence and accessories away from the partially developed commercial site. The commercial side has a 4,800 square foot Quonset hut which was permitted as a church. The building was completed, but no on-site improvements were completed, and the permit was cancelled. The building is currently used for personal storage.

The area was originally platted as the Cochise Ranchos subdivision in 1957. This subdivision consisted of 80 lots of approximately 9.1 acres, with dedicated right-of-way surrounding each block of four lots. Two lots were re-platted in 1962 into the Cochise Ranchettes subdivision, consisting of 64 lots of approximately 0.17 acres each. In 1964, an additional lot was re-platted into Loma Serna, an 80-lot subdivision with lots of approximately 0.15 acres. Various other lots have been split between 1960 and 2017. Of the original 80 lots, two have been combined into one, and 22 are in, or similar to, their original configurations. The other 53 have been split into lots of various sizes, including 13 lots of less than four acres.

In 1975, the area was zoned RU-4. Rezoning have been granted between 1975 and 2000. Parcels along the highway were granted zonings to MH, NB, and GB zonings, to better fit with their developed character. In 2000, a group of property owners applied to amend the zoning from RU-4 to SR-174. The SR zoning did not alter the density, but otherwise became much more restrictive. Manufactured homes and most commercial uses are strictly prohibited in the SR zoning. This change only applied to the parcels belonging to the applicants' in the original docket. The Applicant's property was not one of the subject parcels.

The sites along the highway are a mixture of high density residential and commercial uses. The commercial uses include several propane businesses and the Little Family Farm.

The applicant's site is unique within the area inland from the highway in that it has been developed with multiple uses. The residential site and the intended church site are divided by a six-foot block wall, which also encloses the entire site. The residential portion takes access from N. Appaloosa, and the church site is accessed from Camino de Mesa, although the driveway has never been developed.



## **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" Community Growth Area and is considered an "Development" area per the Comprehensive Plan. RU-2 zoning is permitted in the Category "B," "Development" areas, therefore this request to rezone to RU-2 complies with the Comprehensive Plan as detailed below. RU-2 is the lowest density permitted by the Developing designation. Neither RU-4 nor SR-174 comply with the designation.

### **Compliance with Rezoning Criteria**

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Twelve of the criteria are applicable to this request. Eight of the factors are met as submitted, three are met with conditions and modifications, and one is not met.

#### **1. Provides an Adequate Land Use/Concept Plan: Complies with Conditions**

If approved, the applicant intends to divide the property along the existing block wall. It will be the applicant's responsibility to ensure that the proposed division results in two compliant acres of two acres or more each.

#### **2. Compliance with Applicable Site Development Standards: Complies with Modifications**

The Board of Supervisors may, as part of a rezoning request, specify which site development standards apply. If a split along the block wall is otherwise compliant, one of the residential accessory structures will not meet the required 20-foot setbacks. The Board may waive this setback requirement, or, if that is not done, the structure will be rendered non-conforming. In this case, the structure may not be expanded, nor replaced if destroyed.

#### **3. Adjacent Districts Remain Capable of Development: Complies**

The proposal would not affect the development prospects of any neighboring properties. As noted above, it may create a non-conformance with an existing accessory structure, but the principal structure will be complaint. The eastern portion would also remain capable of further development. No other parcels would be affected in this way.

#### **4. Limitation on Creation of Nonconforming Uses: Complies with Modification**

This factor is focused on the creation of non-conforming lots or uses, for example a rezoning of a large area to a residential district in an area with existing commercial uses. The only potential non-conforming use will be a single accessory structure.

#### **5. Compatibility with Existing Development: Complies**

While the immediately surrounding area is zoned for four acre lots or larger, there are 13 non-conforming lots of less than four acres. These vary from 3.04 to 2.20 acres in size. This request would create two additional such lots.

#### **6. Rezoning to More Intense Districts: Complies with Conditions**

As noted above, the proposed zoning does not substantially alter the existing pattern of development due to its unique nature. The parcel is currently developed with an existing home and accessory structures on one portion, and a large Quonset on the other. If rezoned and split, the only new development that would be permitted would be an additional home on the eastern portion. The site is also buffered on all sides by an existing six-foot block wall.

**7. Adequate Services and Infrastructure: Complies**

The site has existing electric, gas, water, and septic service. Whetstone Fire provides fire service.

If this request covered a large portion of the Cochise Ranchos area, there would be potential for impacts to the infrastructure, particularly the non-maintained roadways and the ability to install wells and septic systems. In this case, as the request pertains to a single, already developed parcel, the infrastructure is adequate.



*Camino de Mesa, and the gate to the east portion.*

**8. Traffic Circulation Criteria: Complies**

As the site is currently developed, and the only additional use would be a single additional home, with access onto Camino de Mesa, traffic generation is minimal and easily supported by the County Maintained roadway.



*The existing home.*

**9. Development Along Major Streets: Complies**

No additional access points are proposed, and the existing driveway location is sound.

**10. Infill: Not Applicable**

This factor applies to rezonings to General Business, Light Industry, and Heavy Industry districts.

**11. Unique Topographic Features: Not Applicable**

There are no unique features such as steep slopes, large washes, or unstable soils, which would warrant special consideration.

**12. Water Conservation: Complies**

Any future development will be required to comply with applicable water conservation regulations. The limited scope of the request, a single parcel, limits the impact.



*The Quonset.*

### **13. Public Input: Does Not Comply**

The Applicant completed a Citizen Review and received no response. Staff mailed notices to neighboring property owners within 1,000 ft. of the subject property on April 6, 2018. Submittal dates on the reverse of the letter were incorrect, and an additional notice was sent to correct the submittal dates on April 17. Staff posted the property on April 19, 2018 and published a legal notice in the *San Pedro Valley Sun-News* on April 24, 2018. At the request of a property owner within the 1,000-foot radius, Staff supplied contact information for all property owners within the Cochise Ranchos area. Staff provided this information for the parcels comprised of the original blocks except those bordering Highway 90. Letters in support have been received from the owners of two parcels, and opposition from 57. The letters in opposition cited concerns about the character of the area as intended in 1957, traffic & impact on County maintained roadways, noise, light pollution, water draw, impacts of new septic systems blocking new wells & vice versa, and wildlife. The attached form letter is predicated on this request setting a precedent that will require any future such requests to be granted. These concerns are not ones that can be addressed by this Applicant, as they are concerned with a much larger potential future request, rather than the specific request in question, limited to the single parcel with unique attributes.

### **14. Hazardous Materials: Not Applicable**

No hazardous materials are proposed.

## **15. Compliance with Comprehensive Plan: Complies**

The subject property lies within a Category "B"– Community Growth Area and is considered an "Development" area per the Comprehensive Plan. This designation is intended to include area with mixed uses until a clear pattern of development occurs. While the area is majority four acre lots or larger, as noted above, the area includes substandard RU-4 & SR-174 lots, high density residential, and heavy commercial uses. The request to add a single additional lot complies with the Developing designation.

## **VI. PUBLIC COMMENT**

Support has been received from two parcels, and opposition from 57. The letters in opposition cited concerns about the character of the area as intended in 1957, traffic & impact on County maintained roadways, noise, light pollution, water draw, impacts of new septic systems blocking new wells & vice versa, and wildlife.

## **VII. SUMMARY AND CONCLUSION**

The request is for a rezoning, from RU-4 (Rural; one dwelling per four-acres) to RU-2 (Rural; one dwelling per two-acres) on a 4.57-acre parcel located in Whetstone. At this time, the area is characterized by rural residential land uses, and is considered a Community Growth, Developing, area under the Comprehensive Plan. The Applicant wishes to change the zoning to facilitate dividing the property, splitting the existing home & accessories from the Quonset building constructed, but never used as, a church. The site is physically divided in this manner, and if approved, the request would permit the construction of a single additional dwelling.

There is significant neighbor concern that if the request is approved that it will set an undeniable precedent requiring any future rezoning requests to be approved, potentially causing a doubling of density in the area. Any amendment to zoning is a legislative act, and therefore while precedent may factor into a decision, it is not legally binding. Staff is unable to predict future requests, although it seems unlikely that any of the objecting property owners are likely to request such a rezoning. The area has been repeatedly split from the original 1957 plat, with no more that 30 percent of the original lots intact, with 13 lots of under four-acres, and this request does not substantially alter the character of the neighborhood. Based on the unique nature of this property, being physically developed as two separate sites, the request does not create a reasonable precedent for requests on vacant parcels, nor those developed as a single unified site.

### **Factors in Favor of Approval**

1. Allowing the request will not alter the character of the existing development in the area as the site is already developed;
2. The unique nature of this site precludes it being used as precedent for future potential requests;
3. The request will be supported by the existing infrastructure and services;
4. Rezoning to RU-2 for the purpose described would not change minimum site development standards other than density requirements for any future construction;
5. Allowing the rezoning would permit the applicant to split the property in a legal manner;
6. The Comprehensive Plan policies prescribe Developing areas to grow towards build-out. This request would bring the zoning into compliance with the Plan;
7. Owners of two parcels have expressed written support.

### **Factors Against Approval**

1. On May 9, 2018, the Commission voted 2-6 against recommending approval.
2. Owners of 65 parcels have expressed written opposition.

**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 an 4.57-acre parcel located 2472 N. Appaloosa Place in unincorporated Huachuca City to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions and Modification:

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; and
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; and

Modification - The existing residential accessory structures shall be deemed legal non-conforming if less than 20-feet from new property lines.

**IX. ATTACHMENTS**

- A. Application
- B. Location Map
- C. Agency Comment Memos
- D. Public Comment



**Cochise County  
Community Development  
Planning, Zoning and Building Safety Division**

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

**COCHISE COUNTY REZONING APPLICATION**

Submit to: Cochise County Community Development Department  
1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: Carla J. Reaves

2. Mailing Address: PO Box 1810, Sierra Vista AZ 85636

Sierra Vista      AZ      85636  
City                                  State                                  Zip Code

3. Telephone Number of Applicant: (520) 266-3114

4. Telephone Number of Contact Person if Different: (520) 266-3114

5. Email Address: cochiserooting@aol.com

6. Assessor's Tax Parcel Number: 106-04-110A (Can be obtained from your County property tax statement)

7. Applicant is (check one):

- Sole owner: X
- Joint Owner: \_\_\_\_\_ (See number 8)
- Designated Agent of Owner: \_\_\_\_\_
- If not one of the above, explain interest in rezoning: \_\_\_\_\_

7. 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): N/A

8. If applicant is not sole owner, indicate which notarized proof of agency is attached:

**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  
1-800-752-3746  
highway@cochise.az.gov  
floodplain@cochise.az.gov

- 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.

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:

- Copy of deed of ownership: \_\_\_\_\_
- Copy of title report: \_\_\_\_\_
- Copy of tax notice:   X
- Other, list: \_\_\_\_\_

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes \_\_\_\_\_ No   X

11. 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.   N/A  

12. Is more than one parcel contained within the area to be rezoned? Yes \_\_\_\_\_ No

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property:   Cochise County RU-4  

14. Indicate proposed Zoning District for Property:   Cochise County RU-2  

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

15. Comprehensive Plan Category:   B   (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan:   NC   (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, Section A.**

17. Describe all structures already existing on the property:   Westerly side: home, 2-car detached garage, workshop, storage shed. Easterly side: large storage bldg (quansat hut/metal)  

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan:   Westerly: single family residence Easterly: storage household/personal  

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

- No   X   Yes \_\_\_\_\_
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes \_\_\_\_\_ No \_\_\_\_\_   N/A

- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

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

Home/garage/wkshop/sheds - gate N. Appaloosa Pl.  
Large storage bldg - gate Camino de Mesa

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? N/A No improvements needed.

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? 0 Existing entrances are sufficient

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Northern Sunrise	same
Sewer/Septic	" "	same
Electricity	SSVEC	same
Natural Gas	N/A	same
Telephone	Century Link	same
Fire Protection	Whetstone Fire	same

24. 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).

Need to sell the westerly side of property  
(home/garage/etc.) and we have moved all of  
our furniture & personal belongings into storage  
shed on Easterly side. No additional structures  
are being built; everything will remain same.

25. 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: Carly Meares

Date: 3/26/2018

CONSENT SIGNATURE FORM

Carla Reaves  
2472 N. Appaloosa Place  
Huachuca City, AZ 85616  
(520)266-3114

March 23<sup>rd</sup>, 2018

Dear Friends and Neighbors,

My name is **Carla Reaves**, current property owner of the above-listed residential address. We have lived out here since October 2012, raised several of our children here, and have loved this beautiful Whetstone scenery and neighborhood. However, due to a serious family medical situation (which occurred approx. one year ago,) we decided to move closer to our eldest daughter and grandson. We planned to move into her home, to provide needed assistance, while putting our personal belongings into our storage building, also located on the property.

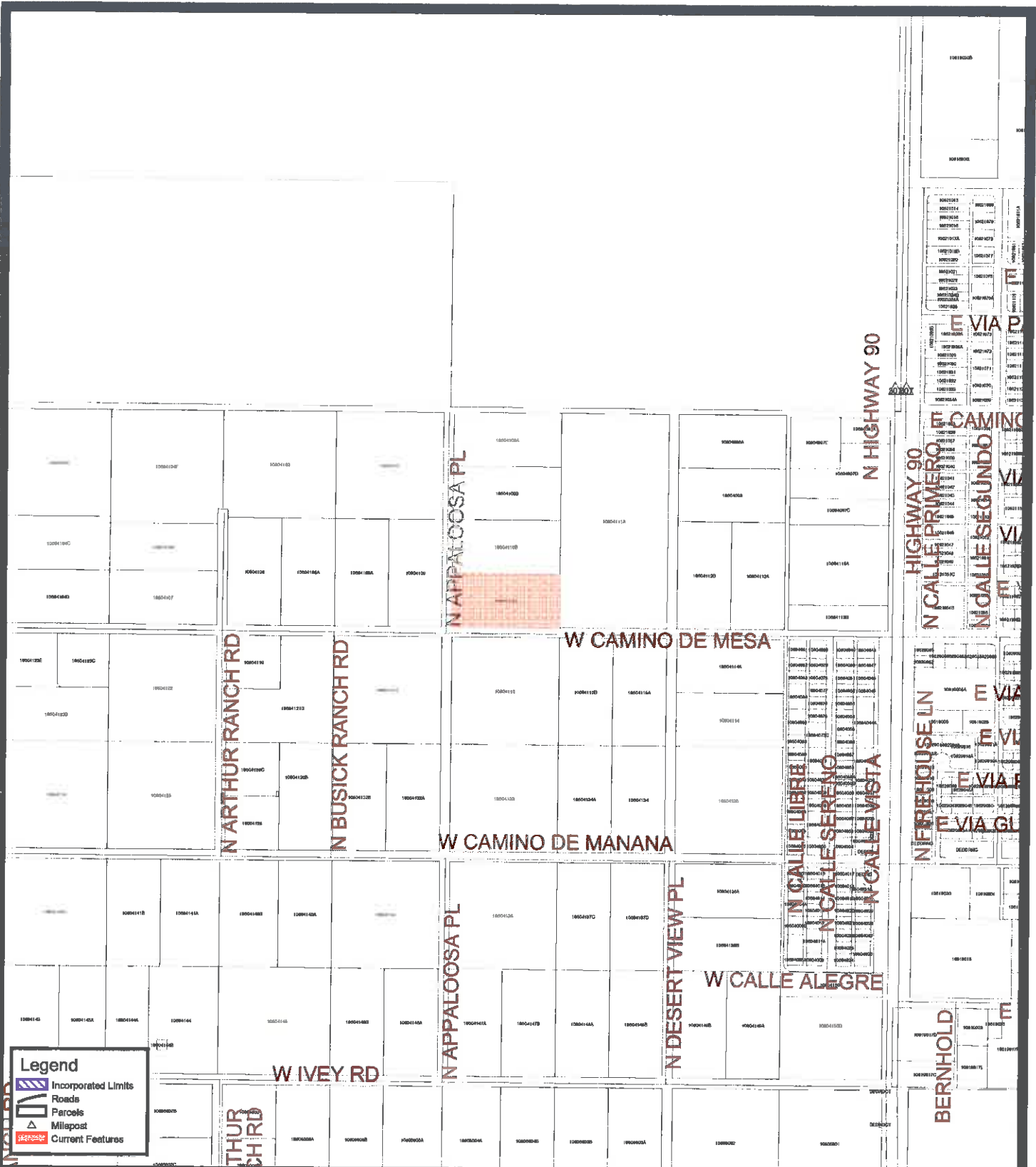
The county requires us to go through the process of rezoning our property from RU-4 to two (2) parcels at RU-2, which are both already separated by a 6' block wall. This rezoning would allow us to sell our large home/2-car detached garage/workshops/etc. (which is located on one side of the block wall) and still be able to keep ownership of our storage building (located on the other side of the block wall) for our household/personal belongings. We will not be adding/taking away any of the existing structures; just simply separating the properties into 2 parcels.

Part of this process includes getting feedback from our friends and neighbors; therefore, we would appreciate a favorable response. You will also be receiving a letter from the county in case you have additional questions or concerns. Please feel free to contact me, directly, as I welcome any responses.

Thank you, in advance, for your time and consideration of this request. I appreciate the warm and friendly neighborhood comradery. We will miss our home and all of you so much!!

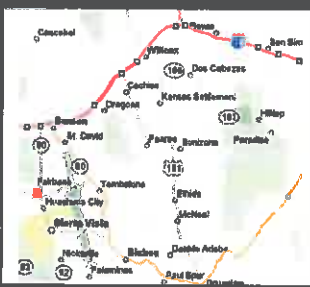
Sincerely,  
  
Carla and Everette Reaves

COPY



**Legend**

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



Z-18-05 (Reaves)

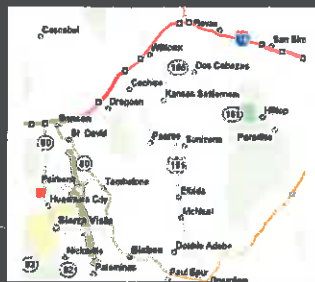
This map is a product of the  
Cochise County GIS  
Information Technology Dept.

0' 1" = 803'



**Legend**

- Incorporated Limits
- Roads
- Parcels
- Milepost
- Zoning:**

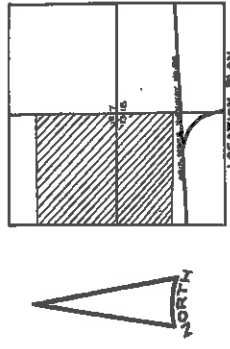


## Cochise Ranchos Zoning Map

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



300 X 3 8. 1 5 9



**DEDICATION**

We the undersigned owners and mortgagees of the land shown on this plan hereby consent to the subdivision and dedication to the use of the public. Forever all private and therefore.

*James F. Brown*  
James F. Brown  
Alfred F. Brown  
James R. Blake  
C.E. Morris  
STATE OF ARIZONA S.S.  
COUNTY OF COCHISE

*Chop Brass*  
Chop Brass  
*Mark V. Blake*  
Mark V. Blake  
*Norma B. Morris*  
Norma B. Morris

This instrument was acknowledged before me this 22 day of August 1957 by C.E. Morris and Norma B. Morris, the ~~husband and wife~~ of James R. Blake, his wife, James R. Blake, his wife, James R. Blake, his wife, James R. Blake, his wife.

My Commission expires SEP 25 1957 at 3:55 PM

STATE OF ARIZONA S.S.  
COUNTY OF PIMA

This instrument was acknowledged before me this 22 day of August 1957 by Alfred F. Brown and Chop Brass, his wife, James R. Blake, his wife, James R. Blake, his wife, James R. Blake, his wife.



**RECORD DATA**

STATE OF ARIZONA S.S.  
COUNTY OF COCHISE

Filed for record at the request of *James F. Brown* on this 22 day of August 1957 at 3:55 P.M. in Book 3 of Maps and Plats at page 477 thereof.

SEP 25 1957 3:55 PM

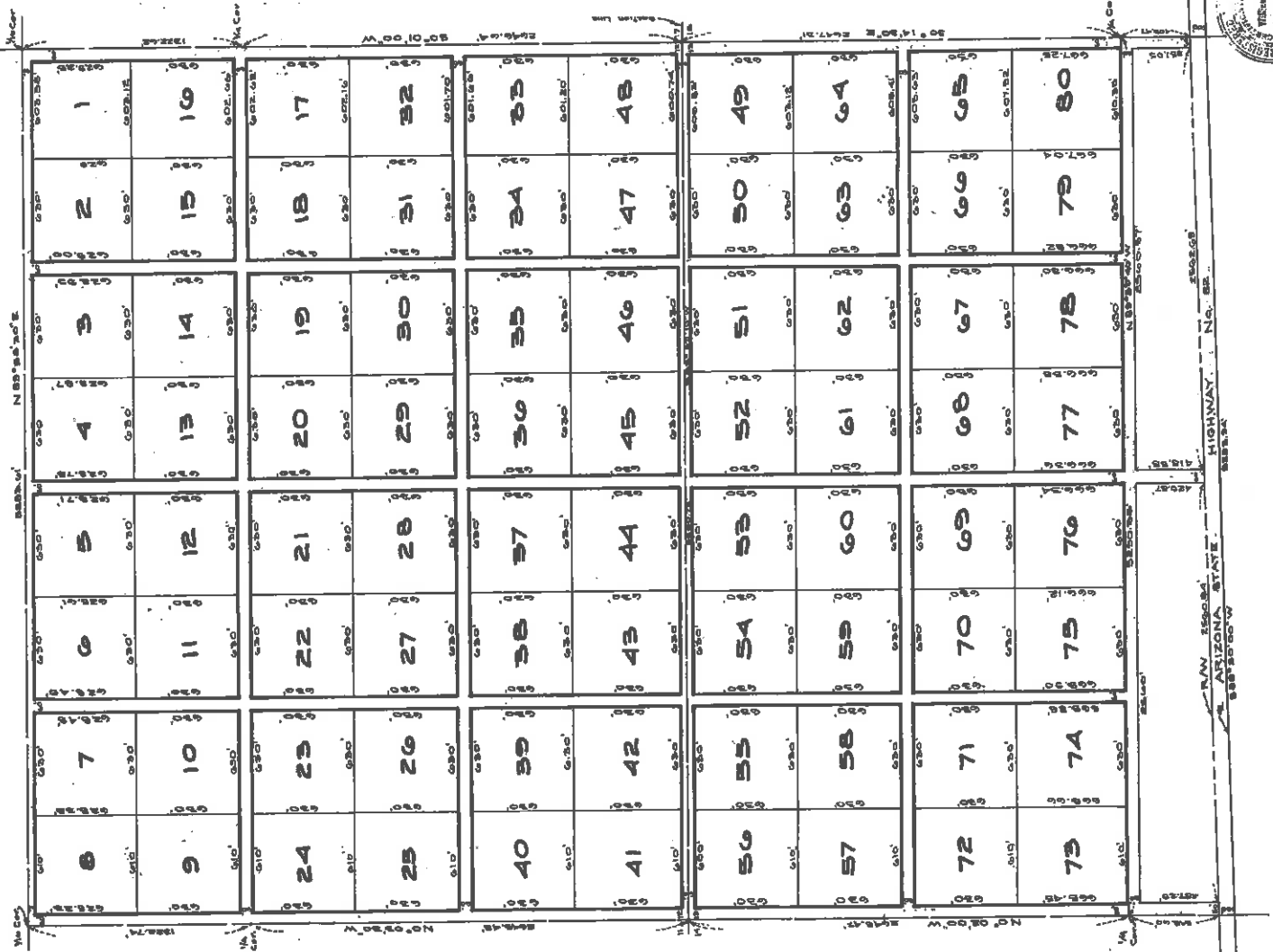
COUNTY RECORDER  
11398  
By *[Signature]*

**COCHISE RANCHOS**

BEING A SUBDIVISION OF A PORTION OF SECTIONS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80

Scale: 1" = 400' August, 1957

*[Signature]*  
Notary Public  
State of Arizona



RAW ISLAND ARIZONA STATE  
HIGHWAY No. 82  
S.B. 2000

DECLARATION OF ESTABLISHMENT OF  
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA LAND TITLE & TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of the following real property:

Lots 2 through 15, Lots 18 through 31, Lots 34 through 47, Lots 50 through 63 and Lots 66 through 79 of COCHISE RANCHOS, Cochise County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Cochise County, Arizona, in Book 3 of Maps and Plats at Page 159,

hereinafter referred to as said property, do hereby declare the manner, conditions, restrictions and covenants upon and subject to which all of said property shall henceforth be occupied, used and improved, which covenants, restrictions, and conditions shall be henceforth construed as covenants running with the land and shall inure to the benefit of the present and all future owners of any of the lots in said property, to-wit:

1. Said property shall be used for residential purposes only.
2. No building or dwelling of frame construction shall be erected or permitted upon said property.
3. No home or dwelling having a living area of less than 1,000 square feet shall be constructed or permitted upon said property. Only one story dwellings are permitted. Minimum setback from any property line shall be 50 feet.
4. No structure other than one home or dwelling, together with attached car porte or attached garage, shall be constructed or permitted upon any single holding or parcel. No single holding or parcel having an area of less than 2 1/2 acres shall be permitted.
5. House trailers may be maintained upon said property for a period not to exceed 90 days, and only during construction of a permanent residence upon the parcel of land upon which such trailer is maintained.
6. No obnoxious, malodorous or offensive trade or activity shall be permitted upon said property. No livestock other than customary domestic pets may be kept or maintained upon said property, except however, that horses, together with proper stable for housing same, may be maintained on parcels having a minimum area of 10 acres.
7. Buildings must have modern sanitary facilities and no outside toilets are permitted.

If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

#12508 Oct. 25, 57 9:00AM  
Dk. 177 PE. 268-269



# Cochise County Community Development

Highway and Floodplain Division

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

## INTEROFFICE MEMO

**Date:** April 16, 2018  
**To:** Peter Gardner, Planner II  
**From:** Teresa Murphy, Right-of-Way Agent  
**Subject:** Z-18-05 (Reaves)

**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 split of the parcel, leaving the existing home and existing church/storage building on separate parcels. The subject parcel is 4.57 acres (199,177 square feet) in size.

The subject parcel, APN 106-04-110A, is located at 2472 N. Appaloosa Place in unincorporated Huachuca City. The commercial building has a separate address of 315 W. Camino de Mesa. It is further described as being situated in Section 12 of Township 20 South, Range 19 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona. The applicant is Carla Reaves.

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 Camino de Mesa
- Camino de Mesa is a County Maintained Road (MI #142)
- Camino de Mesa and Appaloosa Place are 60' wide public right-of-way, dedicated on the map entitled Cochise Ranchos and recorded in Book 3, of Maps and Plats page 159.

### Recommendation:

- Further right-of-way dedication is not required for Camino de Mesa or Appaloosa Place 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



## Cochise County Community Development

Highway and Floodplain Division

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

### MEMORANDUM

**Date:** April 6, 2018  
**To:** Peter Gardner, Planner 1  
**From:** Karen L. Lamberton, AICP, County Transportation Planner  
**Subject:** Reaves Re-Zoning/Z-18-05/Parcel # 106-04-110A

This re-zoning request proposes splitting into two parcels one 4.57-acre site, currently zoned RU-4. The Applicant, Carla Reaves, indicates a need to sell a portion of their site and hopes to be able to retain one half of the existing parcel for storage and future uses. Currently the land has both a built-out residential unit with garage and a large storage type facility, apparently designed as a church building, on the west portion of the parcel. Access to the site is from State Highway 90 to W. Camino de Mesa and Appaloosa Place.

Access for the residential portion of this parcel is taken from Appaloosa Place. Appaloosa Place is a non-maintained roadway taking access onto Camino de Mesa and owners of the property are responsible, along with other property owners in the area, for maintenance of the private roadway. There is not an improved roadway access apron at this intersection at this time. Camino de Mesa is a county-maintained, rural minor collector roadway, chip-sealed with a 24-foot cross-section. An approved residential ROW/Enforcement Permit 2003-0842 is in place for the residential access driveway to this portion of the parcel. *(The church apparently was never completed, and a commercial driveway not established).*

#### Transportation Analysis

Current zoning would allow for 1 single family residential dwelling unit, typically averaging 9.52 vehicle trips per day, *ITE Manual, 9<sup>th</sup> edition, Land Use Code 210*. The proposed rezoning to RU-2 could potentially double this to an estimated average 19.04 vehicle trips per day. The immediate use of the severed parcel as a storage unit would lower this estimate to an additional 0.25 average trips per day per the *ITE Manual, 9<sup>th</sup> ed., Land Use Code 151*. In either case, use as a storage unit or as two residential units, the typical average is not likely to exceed the high-end range of one single residential unit of 21.85 vehicle trips per day.

The traffic impact of this proposal would likely be minimal, would likely not create any additional impacts onto the privately maintained segment of Appaloosa Place, and could be absorbed into the existing transportation network without any significant off-site impacts. The site's close proximity to State Highway 90, and the general mix of commercial and varied residential lot sizes in the immediate area are compatible with the proposed re-zoning request. Transportation Planning has no objection to the proposed re-zoning to RU-2.

**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

## Gardner, Peter B

---

**From:** burt.shill@powerc.net  
**Sent:** Saturday, April 14, 2018 1:26 PM  
**To:** Gardner, Peter B  
**Cc:** cochiseroofing@aol.com  
**Subject:** Support for Rezoning 106-04-110A

Mr. Gardner,

I support rezoning the property at 2472 N. Appaloosa Place from RU-4 to RU-2 as described in Carla Reaves' application. An imaginary line bisecting this walled compound will not alter the neighborhood's character.

Wright P. Shill

2350 Sands Ranch Road

Whetstone

burt.shill@powerc.net



Virus-free. [www.avast.com](http://www.avast.com)

## **Gardner, Peter B**

---

**From:** Gary Edgar <gedgar1@att.net>  
**Sent:** Thursday, April 26, 2018 9:57 AM  
**To:** Gardner, Peter B  
**Subject:** Rezoning Docket Z-18-05

To: Peter Gardner, Planner II,

Peter, thank you very much for returning my phone call. You were able to clarify all the questions pertaining to the rezoning issue.

I have no vested interest in either side of this request. It is my opinion, after receiving your pertinent information, that this property in question is of such a unique condition that it stands alone, as far as precedent is concerned. It appears that the present owners have been forced, by no voluntary measure, to vacate this property and it would be a serious hardship for them to not be able to retain a portion of said property. This appears to be such a unique situation that it would not set a serious precedent for future requests for the same rezoning. Therefore, I give my support to this request.

Hopefully, my stance on this issue will shed some clarity to your recommendations.

Sincerely yours,

Gary W. Edgar, D.D.S.  
Edgar Revocable Trust

## Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

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NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

THIS WOULD SET A PRECEDENT FOR FUTURE DEVELOPMENT THAT IS NOT IN LINE WITH COMMUNITY INTENT. IT WOULD PUT STRESS ON ROAD STRUCTURE; WATER USAGE; WATER EROSION CONTROL; LIGHT POLLUTION; NOISE LEVEL. COCHISE RANCHOS IS OUR LITTLE BIT OF HEAVEN, WE ASK YOU HELP US MAINTAIN THE ENVIRONMENT AS INTENDED WHEN ESTABLISHED IN 1959.

(Attach additional sheets, if necessary)

PRINT NAME(S):

LINDA J GUNTER

SIGNATURE(S):

*Linda J. Gunter*

YOUR TAX PARCEL NUMBER: 106-04-109 (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 Wednesday, January 24, 2018 to be included in the staff report to the Commission, and by Thursday, February 15, 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 Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov). Comments received after the January 24 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 February 14, 2018 for the Planning and Zoning Commission and February 27, 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: Peter Gardner, Planner I  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

Blank lines for stating reasons in support of the request.

X NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

I OPPOSE DUE TO ENVIRONMENTAL AND GEOLOGICAL REASONS. REZONING WOULD BE DISASTROUS FOR THE AREA. THE TAX BASE CANNOT SUPPORT CHANGES AND DEVELOPMENT. THE AREA IS FRAGILE AND WEAK, NOT DESIGNED FOR DEVELOPMENT. THE ENVIRONMENT IS LOW ON WATER AND SOIL EROSION. NO REZONING

(Attach additional sheets, if necessary)

PRINT NAME(S):

SUDAN M. MACCABEE

SIGNATURE(S):

Handwritten signature of Sudan M. MacCabee

YOUR TAX PARCEL NUMBER:

10604116

(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 Wednesday, January 24, 2018 to be included in the staff report to the Commission, and by Thursday, February 15, 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 Peter Gardner at pgardner@cochise.az.gov. Comments received after the January 24 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 February 14, 2018 for the Planning and Zoning Commission and February 27, 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:

Peter Gardner, Planner I  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

## Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

---

---

---

---

---

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

*Wish to maintain a rural community in our neighborhood with current zoning.*

(Attach additional sheets, if necessary)

PRINT NAME(S):

*David Jones Tammy Jones*

SIGNATURE(S):

*[Handwritten signatures of David Jones and Tammy Jones]*

YOUR TAX PARCEL NUMBER:

*106-04-108A6*

(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 **Wednesday, January 24, 2018** to be included in the staff report to the Commission, and by **Thursday, February 15, 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 Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov). Comments received after the January 24 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 February 14, 2018 for the Planning and Zoning Commission and February 27, 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: Peter Gardner, Planner I  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

Empty lines for providing reasons for supporting the request.

X NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

The Reaves purchased the property knowing it is ONE Residence for 4 ACRES. Approving the split would set precedent for future splits. I want to maintain the quality of life & integrity of COCHISE RANCHOS SUBDIVISION THAT WAS ESTABLISHED IN 1957. THERE ARE ALSO MANY ENVIRONMENTAL FACTORS THAT WOULD NEGATIVELY IMPACT OUR NEIGHBORHOOD. WE PURCHASED OUR 10 ACRES ON PURPOSE.

PRINT NAME(S):

JAMES V. Debra A. DeRosa

SIGNATURE(S):

James V. DeRosa
Debra A. DeRosa

YOUR TAX PARCEL NUMBER: 106-04-121E (the eight-digit identification number found on the tax statement from the Assessor's Office)

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RETURN TO: Peter Gardner, Planner I
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

COCHISE COUNTY

APR 23 2018

PLANNING

## Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

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NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

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(Attach additional sheets, if necessary)

PRINT NAME(S):

DOROTHY J. BUSICK

SIGNATURE(S):

Dorothy J Busick

YOUR TAX PARCEL NUMBER: 106-04-12100 (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 Wednesday, January 24, 2018 to be included in the staff report to the Commission, and by Thursday, February 15, 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 Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov). Comments received after the January 24 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 February 14, 2018 for the Planning and Zoning Commission and February 27, 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: Peter Gardner, Planner I  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

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NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

SEE ATTACHED

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(Attach additional sheets, if necessary)

PRINT NAME(S):

ELL HAKE

SIGNATURE(S):



YOUR TAX PARCEL NUMBER: 10609114A (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 Friday, April 27, 2018 to be included in the staff report to the Commission, and by Thursday, May 10, 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 Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov). Comments received after the April 27 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 May 9, 2018 for the Planning and Zoning Commission and May 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: Peter Gardner, Planner II  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

I am an owner in Cochise Ranchos and I want to maintain the quality of life associated with a low-density neighborhood, as do others in the community.

Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels.

I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I **DO NOT** support this request for rezoning.

Doing so would also impact the following:

Current road construction will not support heavier traffic. This would require additional costs to the County for upgrade and maintenance.

Water is already a threatened commodity in Cochise County. Additional private wells and/or lowering the depth of current community wells will exacerbate the current problem.

Excessive clearing of land would increase soil erosion and water sheeting. The County has spent great costs and efforts to manage flooding of roads in the area (e.g. Camino de Manana Project). Heavier concentration of homes would greatly impact the system in place. Additional water collecting channels would need to be constructed.

The current requirement for a 100 ft separation between wells and septic systems would be hard to maintain, thereby jeopardizing the water quality of the area.

Wildlife that now roams the area would migrate due to an increase of human activity. Current zoning allows standoff interaction with the area's abundant wildlife.

The noise level in our quiet neighborhood would increase.

Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. I request you **DO NOT** approve the rezoning of this property to help us preserve the rural lifestyle of this area. Thank you.

Sincerely,



FELEICA A LAKE  
132 W CAMINO DE MESA  
HUACHUCA CITY, AZ 85616-9669  
PARCEL ID NUMBER 10604114A

COCHISE COUNTY

APR 23 2018

PLANNING

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

I am an owner in Cochise Ranchos and I want to maintain the quality of life associated with a low-density neighborhood, as do others in the community.

Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels.

I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I **DO NOT** support this request for rezoning.

Doing so would also impact the following:

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The noise level in our quiet neighborhood would increase.

Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. I request you **DO NOT** approve the rezoning of this property to help us preserve the rural lifestyle of this area. Thank you.

Sincerely,



ELIJAH H. LAKE III  
132 W CAMINO DE MESA  
HUACHUCA CITY, AZ 85616-9669  
PARCEL ID NUMBER 10604114A

COCHISE COUNTY

APR 23 2018

PLANNING

## Gardner, Peter B

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**From:** Peggy Goodnough <pgoodnough@ymail.com>  
**Sent:** Wednesday, April 25, 2018 3:42 PM  
**To:** Gardner, Peter B; Ted Goodnough  
**Subject:** Rezoning Docket Z-18-05 Reaves

RE: Z-18-05 (Reaves)

Dear Mr. Peter Gardner,

**NO, I DO NOT SUPPORT THIS REQUEST.**

We received a notice from you about a rezoning application of RU4 to become RU2.  
We currently own lot **106-04-114** which effects our lot.

I would like to say that Cochise Ranchos has a special place in our hearts.  
We bought and built a home on Lot 106-048 A, 215 W Ivey Rd back in the 90's. The deed restrictions are what attracted us to buy, build and later invest in this area. We wanted a more rural setting and the security that our investment would be a good one. We were and still are in agreement with the present deed restrictions. They were with four acres or more, types, sizes of homes that needed to be built, types of animals allowed and the option of water company or a well. .

Some of our reasons for NO on this request RE: Docket Z-18-05 (Reaves) are as follows:

1. Infringing on our desire to a more rural setting and our decisions and acceptance to the deed restrictions.  
This is what also encouraged us to purchase more property as a future investment.
2. A yes decision would allow more lots in the future to be split and would become a more densely populated area.
3. More burden on the water company and possibly the expense handed down to residents because of increased water demands that weren't planned for in preparation of this subdivision back in the 1950's.
4. With more wells drilled, the water table would lower causing existing residents to dig deeper wells or having to leave their homes because the costly expense of putting in a new well. ( We are seeing a lot of this lately in the Pearce / Sunsites area.)
5. Roads: An extra burden on the roads. Residents and lot owners donated money to the county to put chip seal down on  
W Camino de Mesa and other roads. The conditions were that they would not be maintained and that there was no guarantee on how long they would last. With a RU2 zoning set in place, it would tend to more growth in the future, and traffic would increase effecting the roads at owners expense.

Please consider these very real factors and decide on a **No to RU2 for Docket Z-18-05 (Reaves)** in Cochise Ranchos. It would effect the quality of life some wish to maintain, our investments and our natural resources.

Sincerely,

Theodore C and Peggy J. Goodnough

## Gardner, Peter B

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**From:** Jackson\_656 Jackson <jackson\_656@msn.com>  
**Sent:** Friday, April 6, 2018 7:19 AM  
**To:** Gardner, Peter B  
**Subject:** Rezoning Request at 2472 N Appaloosa pl

Mr Gardner,

We are sending this email to notify the county that we do not support the rezoning request submitted by Carla Reeves. We are the owners of the property at 188 w Camino de mesa which is located across the street from the church property.

We bought our property out here specifically because of the RU4 zoning and the Cochise Ranchette CCRs. We believe any rezoning will decrease our property value.

We understand from our neighbors that you will be sending a letter out next week. We will be on vacation for two weeks so wanted to ensure you have this objection from us.

Thank you

Katrina Jackson

## Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

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NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

Do NOT approve the rezoning of this property  
would like to preserve the rural lifestyle of  
my area.

(Attach additional sheets, if necessary)

PRINT NAME(S):

Michelle Swanty

SIGNATURE(S):

Michelle Swanty

YOUR TAX PARCEL NUMBER: 106-04-100-51 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

X NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

Current road construction will not support heavier traffic
cause decrease in water table, jeopardizing water quality,
wildlife habitat decrease, increase noise level and light
pollution
see ATTACHED SHEET

(Attach additional sheets, if necessary)

PRINT NAME(S):

Lee R. Gray

SIGNATURE(S):

Lee R. Gray

Carolyn Gray

YOUR TAX PARCEL NUMBER:

10604100A

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

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

April 27, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
RE: Docket Z-18-05 (Reaves)

Residents/owners in Cochise Ranchos want to maintain the quality of life associated with a low-density neighborhood. Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels. The Reaves reasoning does not justify a rezoning. I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I DO NOT support this request for rezoning.

Doing so would also impact the following:

- Current road construction will not support heavier traffic. This would require additional costs to the County for upgrade and maintenance.
- Water is already a threatened commodity in Cochise County. Additional private wells and/or lowering the depth of current community wells will exacerbate the current problem.
- Excessive clearing of land would increase soil erosion and water sheeting. The County has spent great costs and efforts to manage flooding of roads in the area (e.g. Camino de Manana Project). Heavier concentration of homes would greatly impact the system in place. Additional water collecting channels would need to be constructed.
- The current requirement for a 100 ft. separation between wells and septic systems would be hard to maintain, thereby jeopardizing the water quality of the area.
- Wildlife that now roams the area would migrate due to an increase of human activity. Current zoning allows standoff interaction with the area's abundant wildlife.
- The noise level in our quiet neighborhood would increase.
- Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement.

Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. The approving Docket Z-18-05 (Reaves) would appear to "Spot Zoning". I request you DO NOT approve the rezoning of this property to help us preserve the rural lifestyle of this area.

Thank you!

Sincerely,

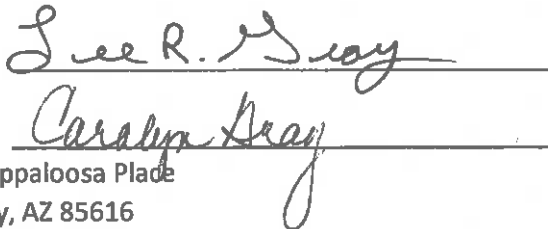
Lee R. Gray

and

Carolyn Gray

2520 North Appaloosa Place

Huachuca City, AZ 85616



The image shows two handwritten signatures in cursive. The first signature is 'Lee R. Gray' and the second is 'Carolyn Gray'. Each signature is written over a horizontal line that serves as a baseline for the signature.

# Rezoning Docket Z-18-05 (Reaves)

\_\_\_\_ YES, I SUPPORT THIS REQUEST  
Please state your reasons:

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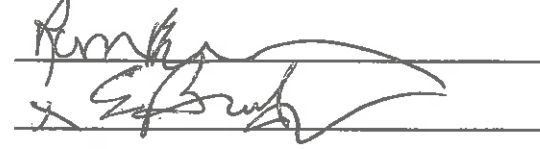
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NO, I DO NOT SUPPORT THIS REQUEST:  
Please state your reasons:

DEGRADATION OF OUR RURAL COMMUNITY DUE TO  
INCREASED POPULATION  
INCREASED VEHICLE TRAFFIC / IMPACT ON RURAL ROADS  
INCREASED IMPACT ON POOR FLOOD CONTROL IN AREA  
INCREASED IMPACT ON UTILITIES & SERVICES

(Attach additional sheets, if necessary)

PRINT NAME(S):  
RANDY C BULFER EDWIN G BULFER

SIGNATURE(S):  


YOUR TAX PARCEL NUMBER: 106-0A-109A9 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

# Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

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**NO** I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

*See Attached:*

*We believe the Reaves are wanting to put a business in the Quasar tract.*

(Attach additional sheets, if necessary)

PRINT NAME(S):

*Daniel Verduzco Meri Verduzco*

SIGNATURE(S):

*Daniel B. Verduzco  
Meri S. Verduzco*

YOUR TAX PARCEL NUMBER: 106-04-11080 (the eight-digit identification number found on the tax statement from the Assessor's Office)

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

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Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels.

I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I **DO NOT** support this request for rezoning.

Doing so would also impact the following:

Current road construction will not support heavier traffic. This would require additional costs to the County for upgrade and maintenance.

Water is already a threatened commodity in Cochise County. Additional private wells and/or lowering the depth of current community wells will exacerbate the current problem.

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The current requirement for a 100 ft separation between wells and septic systems would be hard to maintain, thereby jeopardizing the water quality of the area.

Wildlife that now roams the area would migrate due to an increase of human activity. Current zoning allows standoff interaction with the area's abundant wildlife.

The noise level in our quiet neighborhood would increase.

Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

## Rezoning Docket Z-18-05 (Reaves)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

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NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

*I wish I could make the May 9th and May 24th public hearings on this issue but will be out of town on these dates. Knowing what I know now I would rather keep properties in the area at their current designations than set a precedent for approval of future rezoning that ~~we~~ could alter the future development of the area.*

(Attach additional sheets, if necessary)

PRINT NAME(S):

*Paul E. Hurst trustee of Paul Hurst Trust*

SIGNATURE(S):

*Paul E. Hurst*

YOUR TAX PARCEL NUMBER: 106-04-115B5 (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 Friday, April 27, 2018** to be included in the staff report to the Commission, and by **Thursday, May 10, 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 Peter Gardner at [pgardner@cochise.az.gov](mailto:pgardner@cochise.az.gov). Comments received after the April 27 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 May 9, 2018 for the Planning and Zoning Commission and May 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: Peter Gardner, Planner II  
Cochise County Planning Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

Residents/owners in Cochise Ranchos want to maintain the quality of life associated with a low-density neighborhood.

Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels.

I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I DO NOT support this request for rezoning.

Doing so would also impact the following:

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Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. I request you DO NOT approve the rezoning of this property to help us preserve the rural lifestyle of this area. Thank you.

Sincerely,

*Constantine Jacques*

*CONSTANTINE JACQUES*

Printed Name

Signature

*2366 N APPALOOSA RD TUBAC CITY AZ 85616 4-22-18*

Address - Parcel/Tax ID #

Date

*106-04-147A*

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. I request you **DO NOT** approve the rezoning of this property to help us preserve the rural lifestyle of this area. Thank you.

Sincerely,

*Paul R. Whitby*

*Paul R. Whitby*

Printed Name

Signature

106-04-145 4

4/24/18

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

Residents/owners in Cochise Ranchos want to maintain the quality of life associated with a low-density neighborhood.

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Sincerely,

Ginny Dargatz

Printed Name

Ginny Dargatz

Signature

570 W. Sunset Rd. Huachuca City, Az 85701

Address - Parcel/Tax ID #

24 April 2018

Date

106-05-024D

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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Sincerely,

DANIE S. VANNOY

Danie S. Vannoy

Printed Name

Signature

484 W. IVEY RD, AVA CHUCA CITY

4-24-18

Address - Parcel/Tax ID #

Date

106-05-006

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Marshall M. Reaves

Marshall M. Reaves

Printed Name

Signature

485 W SUNSET RD.

4-25-18

Address - Parcel/Tax ID #

106-05-011B

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

*Shirley A Hayden*



Printed Name

Signature

2282 N Sands Ranch RD

WhiteStone 162

24 APR 2018

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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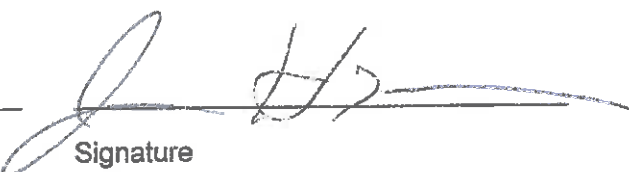
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Sincerely,

James Higgins 

Printed Name

Signature

2252 W SUNDY ROAD WHEATSTONE AZ

27 APR 2018

Address - Parcel/Tax ID #

106-05-025

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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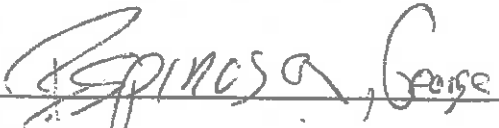
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Sincerely,

  
Printed Name

  
Signature

594 W. Camino de Manana

Address - Parcel/Tax ID #

106-04-141B

4-24-18  
Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Yelena Arevalo

Printed Name



Signature

4/23/18

Date

Address - Parcel/Tax ID # 106-04-112A 7

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Fredy Arevalo

Printed Name



Signature

4/23/18

Date

Address - Parcel/Tax ID # 106-04-112A 7

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Theresa L. Jones

Printed Name

Theresa L. Jones

Signature

106-04-108 A6

Address - Parcel/Tax ID #

4-23-18

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Tammy Jones                      Tammy Jones  
Printed Name                                      Signature

106-04-108 A6

Address - Parcel/Tax ID #

4-23-18

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Michaela R Jones



Printed Name

Signature

106-04-108 Ale

4-23-18

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
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Sincerely,

Jessica R Jones

Printed Name

Jessica R Jones

Signature

106-04-108 A 6

Address - Parcel/Tax ID #

4-23-18

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
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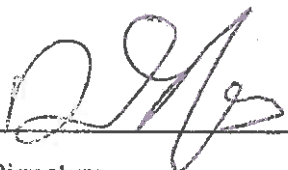
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Sincerely,

David Jones



Printed Name

Signature

106 -04-108 A6

4-23-18

Address - Parcel/Tax ID #

Date

April 18, 2018

*2 parcels*

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

W. BRENT NICOLA

*W. Brent Nicola*

Printed Name

Signature

2376 N. DESERT VIEW PL.

4-26-18

Address - Parcel/Tax ID #

106-04-130A  
130B

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

Residents/owners in Cochise Ranchos want to maintain the quality of life associated with a low-density neighborhood.

Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels.

I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I **DO NOT** support this request for rezoning.

Doing so would also impact the following:

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Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. I request you **DO NOT** approve the rezoning of this property to help us preserve the rural lifestyle of this area. Thank you.

Sincerely,

SANDRA HANNAH

Printed Name

*Sandra Hannah*

Signature

2444 N SANDS RANCH RD. HUMBURG CITY AZ 85616

Address - Parcel/Tax ID #

160-04-123B

4/26/18

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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Sincerely,

DONALD HANNAH

Donald Hannah

Printed Name

Signature

2444 N. SANDS RANCH Rd. 85616

4/27/18

Address - Parcel/Tax ID #

Date

160-04-1238

April 18, 2018

Peter Gardner, Planner I /  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

DAN HANDT

[Signature]

Printed Name

Signature

2444 N SANDS RANCH RD HUACHUCA CITY AZ 85616

4/26/2018

Address - Parcel/Tax ID #

160-04-123B

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Raymond L Foote

Printed Name

Raymond L Foote

Signature

400 Sunset Rd, Hurricane City, AZ 85616-8805

Address - Parcel/Tax ID #

4-21-18

Date

106-05-020B

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

MARY M Foote

Mary M Foote

Printed Name

Signature

400 Sunset Rd, Hurricane, City 85616-9265

Address - Parcel/Tax ID #

4-23-18

Date

106-05022B

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Andrea Blackshear

Andrea L. Blackshear

Printed Name

Signature

349 Ivey Rd Whetstone AZ

ID# 10604146A 4/20/18

Address - Parcel/Tax ID #

10604146A Date

4 PARCELS

April 18, 2018

Peter Gardner, Planner  
Planning, Zoning and Building Dept.  
1418 Melody Lane, Building E  
Bisbee, Arizona 85803

RE: Docket Z-18-05 (Reaves)

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Sincerely,

Dorothy Adams

Dorothy Adams

Printed Name

Signature

2261 N. Appaloosa Place

106-05-029 DO

April 20, 2018

Address - Parcel/Tax ID #

Also 106-05-029 4  
106-05-029 C1  
106-05-031 A8

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

*Prosever Blackshear*

*Prosever Blackshear*

Printed Name

Signature

349 West Iron Road White Stone AZ ID# 10604146A

4-20-2018

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

EDWIN G BULFER 

Printed Name

Signature

EDWIN G BULFER

4/24/2018

Address - Parcel/Tax ID #

415 W CAMINO DE MESA HUNCHUCK CITY AZ 85616  
PARCEL # 106 - 07 - 109A 9

Date



April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

DOROTHY J. BUSICK

*Dorothy J. Busick*

Printed Name

Signature

106-04-12100

4-19-18

Address - Parcel/Tax ID #

Date

2463 N BUSICK RANCH RD

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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Sincerely,

Sonni Callahan

Printed Name

Sonni Callahan

Signature

Black 2 Rd

Address - Parcel/Tax ID #

106-05-033

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Debra A. De Rosa      Debra A. De Rosa

Printed Name

Signature

356 W CAMINO DE MESA 106-04-121 E

4/19/18

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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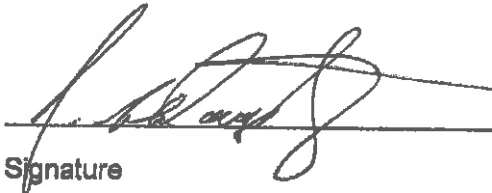
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Sincerely,

James Dargitz

Printed Name



Signature

570 W. Sunset Rd, Hercules City, AZ 85616

Address - Parcel/Tax ID #

106-05-024D

Apr 24 2018

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

James V De Rosa

Printed Name

James V. De Rosa

Signature

856 W Camino De Mesa 106-04-121E

Address - Parcel/Tax ID #

4/19/18

Date

April 18, 2018

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Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. I request you **DO NOT** approve the rezoning of this property to help us preserve the rural lifestyle of this area. Thank you.

Sincerely,

CHARLES W Everett Charles W Everett

Printed Name

Signature

233 W Sunset Road

HC AZ 85616

21 Apr 18

Address - Parcel/Tax ID # 106 05 014 B8

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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Sincerely,

MARILYN M Everett marilyn M Everett

Printed Name

Signature

233W SUNSET Rd HC, AZ

21 Apr 19

Address - Parcel/Tax ID # 106-05 - ~~0114 B8~~ 014 B8

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Lori Filinuk                      Lori Filinuk

Printed Name

Signature

2384 N. Appaloosa PL HC 85616

04/21/18

Address Parcel Tax ID # 10604138

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

LINDA J GUNTER

Printed Name

Linda J Gunter

Signature

367 W CAMINO DE MESA

106-04-109

23 Apr '18

Address - Parcel/Tax ID #

Date



April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Patrick Harrison

Patrick Harrison

Printed Name

Signature

445 W. Black Rd Huachuca

4-21-18

Address - Parcel/Tax ID #

City  
85603

106-05-028A Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Debra L Jones                      Debra L Jones

Printed Name

Signature

199 W Camino de manana

24 Apr 2018

Address - Parcel/Tax ID #

Date

106-04-134

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Rocky L. Jones

Rocky L. Jones

Printed Name

Signature

199 W. CAMINO DE MANANA HANAUCCA CITY, AZ

24 APR 2018

Address - Parcel/Tax ID #

Date

106-04-134

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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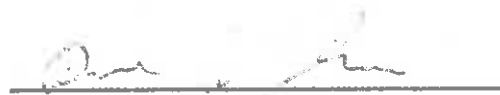
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Sincerely,

Brian Jackson



Printed Name

Signature

138 W Camino De Mesa

1060411517

4-23-18

Address - Parcel/Tax ID #

Date



April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

2 PARCELS

RE: Docket Z-18-05 (Reaves)

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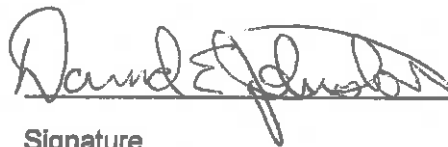
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Sincerely,

David Johnston



Printed Name

Signature

106-04-107 + 104E

4-19-18

Address - Parcel/Tax ID #

Date

2488 ARTHUR RANCH RD

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Amber Jordans

Amber R. Jordans

Printed Name

Signature 106-04-

2483 N. Arthur Road - parcel 107

19 April 18

Address - Parcel/Tax ID #

+104E

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

BONNIE J KAMMEYER

Printed Name

Bonnie J Kammeier

Signature

106-04-140B7

4/20/18

Address - Parcel/Tax ID #

Date

520 W CAMINO DE MANANA

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Edward G. Kammeyer

Edward G. Kammeyer

Printed Name

Signature

106-04-140B7

4-20-18

Address - Parcel/Tax ID #

Date

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April 18, 2018

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Sincerely,

*Kenneth G. Kempson*

Printed Name

*Kenneth G. Kempson*

Signature

*203 Sunset Rd*

Address - Parcel/Tax ID # *106-05-014A*

*24 APR 2018*

Date

*(02) Cochise Book, 176 MAP, 05 PARCEL 014A*

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

LARRY LANE



Printed Name

Signature

511 W CAMINO DE MANANA

4-20-18

Address - Parcel/Tax ID #

106-04-128 Date



April 18, 2018

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Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Catrina Ryan

Printed Name

Peter Gardner

Signature

188 W. Ivey Rd. Huachuca City

Address - Parcel/Tax ID #

4-20-18

Date

106-05-003A

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

Residents/owners in Cochise Ranchos want to maintain the quality of life associated with a low-density neighborhood.

Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels.

I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I **DO NOT** support this request for rezoning.

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The noise level in our quiet neighborhood would increase.

Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

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Sincerely,

MARK RYAN \_\_\_\_\_ 

Printed Name

Signature

188 W. IVEY RD HUACHUCA CITY, AZ 85616

4-20-18

Address - Parcel/Tax ID #

Date

106-05-003A

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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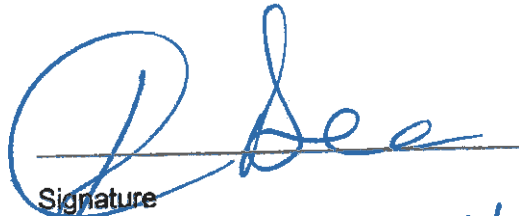
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Sincerely,

JUDAH M. MACCABEE



Printed Name

4416 PLAZA VISTA, SIERRA VISTA, AZ 85635

4/21/18

Address - Parcel/Tax ID # 10604116 LOT#20

Date





April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

DIANE M. QUAST      Diane M. Quast

Printed Name

Signature

545 W. Sunset Rd Parcel # 106-05-01017

19 April 2018

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

STEVEN D. QUAST

Printed Name



Signature

545 W. Sunset Rd, Parcel # 106-05-010A

Address - Parcel/Tax ID #

19 Apr 2018

Date

April 18, 2018

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Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Johannes P. Schutte

Printed Name

Signature

1256 W. Camino de Manana

106-04-123-0

4-22-18

Address - Parcel/Tax ID #

HC, AZ 85606

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Kelly Schutte

Kelly Schutte

Printed Name

Signature

656 W. Caminock Mesa

106-04-123-0

4-22-18

Address - Parcel/Tax ID # HC AZ  
88016

Date



April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Marilee Swanson

Printed Name

Marilee Swanson

Signature

1415 Melody Rd Huachuca City 19004143A 4/22/18

Address - Parcel/Tax ID #

Date

April 18, 2018

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Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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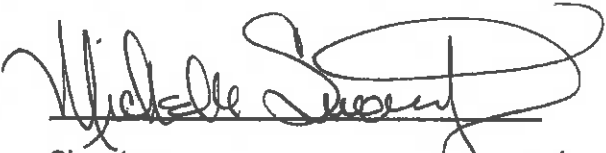
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Sincerely,

Michelle Swanty

Printed Name



Signature

106-04-100 B1

Address - Parcel/Tax ID #

04/22/2018

Date

April 18, 2018

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Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Patsy C. Tuttle

Printed Name

Patsy C. Tuttle

Signature

2501N. Arthur Ranch Rd., Huachuca City, AZ 85616

04/25/2018

Address - Parcel/Tax ID # 10604104F

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Den Viers \_\_\_\_\_

Printed Name

Signature

315 W. Sunset Rd \_\_\_\_\_

4-23-18 \_\_\_\_\_

Address - Parcel/Tax ID #

Date

106-05-013C

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Sharon Viers



Printed Name

Signature

315 W. Sunset Rd

4-23-18

Address - Parcel/Tax ID #

106-05-013C Date

April 18, 2018

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Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
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Sincerely,

Cecilia V. Warren      Cecilia V. Warren

Printed Name      4146 Huachuca      Signature      City, AZ 85616      April 20, 2018  
P.O. Box

Address - Parcel/Tax ID #

Date

106-05-028

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Ellis S. Warren

*Ellis S. Warren*

Printed Name 48th Black Rd  
P.O. Box 4146 Huachuca City, AZ 85616

Signature

20 Apr 2018

Address - Parcel/Tax ID #

106-05-028

Date



April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Jerry Winslow

Printed Name

[Handwritten Signature]

Signature

350 W. Trey Rd, Huachuca City, Az 85616 #10605005A

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Pamela J. Howlihan 

Printed Name

Signature

2468 N. ARTHUR Ranch Road

April 24, 2018

Address - Parcel/Tax ID #

W Hetstone, AZ 85616

Date

106-04-119

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

Residents/owners in Cochise Ranchos want to maintain the quality of life associated with a low-density neighborhood.

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Sincerely,

PAUL E. HURST

Paul E. Hurst

Printed Name

Signature

106-04-115B5

4/22/18

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Theodore C. Goodnough

Theo. C. Goodnough

Printed Name

Signature

106-04-114 (mailing) P.O. Box 787 Pearce, AZ 85625 April 23, 2018

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner I  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

JAMES M. HULLIHAN 

Printed Name

Signature

2468 N. ARTHUR RANCH ROAD, WHEATSTONE, AZ Apr 24, 2018

Address - Parcel/Tax ID #

106-04-119

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Robert C. Frankenfield



Printed Name

Signature

547 W. Ivey Road

106-04-1441

4/25/18

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Peggy J. Goodnough

Printed Name

Peggy J. Goodnough

Signature

106-04-114 (mailing) Po Box 787 Pearce, Az 85625 April 23, 2018

Address - Parcel/Tax ID #

Date

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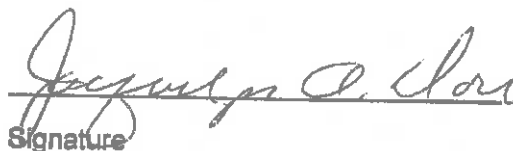
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Sincerely,

JACQUELYN A. DORR



Printed Name

Signature

322 W. IVEY RD 106050044

4/23/18

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

ANN E. AUST                      Ann E. Aust

Printed Name

Signature

510 W. IVEY, HUACHUCA CITY      106-05-007B

04/23/2018

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Printed Name

Signature

James Wales  
115 West Black Rd Wheelstone AZ 85616  
Address - Parcel/Tax ID #

4-23-18  
Date

10605033B

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Diana Wales                      Diana Wales

Printed Name

Signature

115 West Black Rd Whetstone AZ 85616

4-23-18

Address - Parcel/Tax ID # 10605033B

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

DANIEL G. VERDUZZO Daniel D. Verduzzo

Printed Name

Signature

2484 N. Appalosa Pl. Huachuca City, Az 85601

4-20-18

Address - Parcel/Tax ID # 106-04-110B0

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Meri Verdugo

Meri Verdugo

Printed Name

Signature

2484 N. Appaloosa Pl. Huachuca City, Az 85606

4-20-18

Address - Parcel/Tax ID # 106-04-110130

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

SILEEN SWIERS      Sileen Swiers

Printed Name

Signature

257 W. Sunset Rd., HC, AZ 85616

4/25/18

Address - Parcel/Tax ID # 106050 13A

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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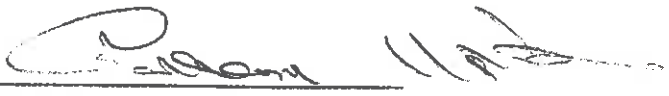
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Sincerely,

CATHERINE VASALEJO



Printed Name

Signature

647 W. Camino de Mesa  
Tucson, AZ

Address - Parcel/Tax ID #

4/23/18

Date

106-04-104C  
D

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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*Ernest M. Puch*

ERNEST M. PUCH

*Ernest M. Puch*

Printed Name

Signature

2766 W ADDOLUCAPL HUMBOLDT CITY AZ 85616 4-22-18

Address - Parcel/Tax ID #

Date

106-04-147A

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

*Signatures*

RE: Docket Z-18-05 (Reaves)

Residents/owners in Cochise Ranchos want to maintain the quality of life associated with a low-density neighborhood.

Approving this request would set precedent for future development by allowing others to easily rezone their property to smaller parcels.

I personally, want to maintain the integrity upon which Cochise Ranchos was established in 1957. Therefore, I **DO NOT** support this request for rezoning.

Doing so would also impact the following:

Current road construction will not support heavier traffic. This would require additional costs to the County for upgrade and maintenance.

Water is already a threatened commodity in Cochise County. Additional private wells and/or lowering the depth of current community wells will exacerbate the current problem.

Excessive clearing of land would increase soil erosion and water sheeting. The County has spent great costs and efforts to manage flooding of roads in the area (e.g. Camino de Manana Project). Heavier concentration of homes would greatly impact the system in place. Additional water collecting channels would need to be constructed.

The current requirement for a 100 ft separation between wells and septic systems would be hard to maintain, thereby jeopardizing the water quality of the area.

Wildlife that now roams the area would migrate due to an increase of human activity. Current zoning allows standoff interaction with the area's abundant wildlife.

The noise level in our quiet neighborhood would increase.

Light pollution would increase. Kartchner Caverns, which is in close proximity to Cochise Ranchos, has been designated a Dark Sky Area and I want to be part of that movement

Approval of Docket Z-18-05 (Reaves) would change the dynamics of our neighborhood. Cochise Ranchos is an existing low density community that provides a balance to heavier populated areas in Cochise County. I request you **DO NOT** approve the rezoning of this property to help us preserve the rural lifestyle of this area. Thank you.

Sincerely,

*Clyde H. Meade*

*Sharon L. Meade-Chapman* *S L Meade-Chapman*

Printed Name

Signature

Address - Parcel/Tax ID #

*106-05-026*

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

L. TANNER MARTIN

*L. Tanner Martin*

Printed Name

Signature

2282 N Apache Ave Place Cochise City AZ

4/18/18

Address - Parcel/Tax ID #

106-05-021

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

Constance Jacques                      Constance Jacques

Printed Name

Signature

2366 N WAPPALLOSA PL      HATCHER CITY      AZ 85616      4-22-18

Address - Parcel/Tax ID #

Date

106-04-147A

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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Sincerely,

Debbie Jacques

Printed Name

Debbie Jacques

Signature

2490 N. Arthur Ranch Rd.

Address - Parcel/Tax ID #

106-09-1087 4/22/18

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

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Sincerely,

ALAN JACOBS



Printed Name

Signature

2490 N ARTHUR RANCH RD 106-04-1087

4-22-18

Address - Parcel/Tax ID #

Date

April 18, 2018

Peter Gardner, Planner II  
Planning, Zoning and Building Safety  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603

RE: Docket Z-18-05 (Reaves)

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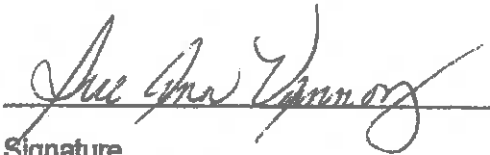
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Sincerely,

SUE ANN VANNOY



Printed Name

Signature

484 W. UVEY RD, WACHUCA CITY

4-24-18

Address - Parcel/Tax ID #

Date

106-057-006



## Gardner, Peter B

---

**From:** Linda Guinter <lguinter@live.com>  
**Sent:** Thursday, May 10, 2018 2:18 PM  
**To:** Gardner, Peter B  
**Subject:** Docket Z-18-05 (Reaves)

Mr. Gardner

The original notice of the Rezoning Request stated the deadline for input for inclusion in the Board of Supervisors report is 10 May 2018. Request the following be included. Thank you.

Linda Guinter

**TO:** Board of Supervisors  
**FROM:** Linda Guinter

**RE:** Docket Z-18-05 (Reaves)

I support the Planning and Zoning Commission's vote of 6 to 2 to not approve the rezoning requested in Docket Z-18-05 (Reaves). I request the Board of Supervisors concur.

After reviewing the County Report to the Cochise County Planning and Zoning Commission and attending the Commission Hearing on 9 May 2018, I submit the following for consideration.

- Eleven of the 13 parcels less than 4 acres in Cochise Ranchos were established prior to the 1975 County zoning action. The other 2 are considered not legal, nonconforming parcels. None of these sites have been rezoned to permit the small lot size / higher density. They do not serve as a precedent to approve the current rezoning request to RU 2. THERE ARE NO RU 2 PARCELS IN COCHISE RANCHOS.
- The high density, residential and heavy commercial use areas are limited to those parcels along Highway 90. These activities are not interspersed throughout the residential portion. The high density, residential property consists primarily of mobile homes that are located within Cochise Ranchettes, a subdivision to the east of the Cochise Ranchos subdivision. The commercial use is described as heavy but really is light as it consists of a retail pottery store; Stan's Fence; Little Family Farm, a petting zoo and animal exhibit; and a propane company at the northeastern edge of the neighborhood.
- The report explains Category B of the Comprehensive Plan as a designation that is intended to include an area with mixed uses until a clear pattern of development occurs. There is a clear pattern. This

pattern was first established by the County in 1975 with the RU4 zoning designation. It was further defined in 2000 when 99 property owners (of approximately 125 parcels) chose to change their zoning to SR 174 in order to stabilize Cochise Ranchos as a low density, residential community. This was done without decreasing the 4 acre minimum size and reduced the number of permitted uses that compared to RU4. And lastly, in May 2018, 99 residents on 65 parcels submitted their opposition to the current rezoning request.

I request the Board of Supervisors uphold the Planning and Zoning Commission's decision not to approved Docket Z-18-05.

Thank you

Sincerely,

Linda Guinter

## Gardner, Peter B

---

**From:** Jackson\_656 Jackson <Jackson\_656@msn.com>  
**Sent:** Thursday, May 10, 2018 1:10 PM  
**To:** Gardner, Peter B  
**Subject:** Re: Rezoning Request at 2472 N Appaloosa pl

Peter,

I understand that today is the last day for submission of comments for your final report to the supervisors..... My comments are

1. The applicant has not made a valid effort to sell the property as is.
2. The existing block wall is not an equal split of the property so the property with the house would not comply with an RU2 zoning.
3. The quanset building is NOT a commercial building. This is not the only quanset building on residential property within Cochise Ranchettes, thus this is not necessarily a unique property.
4. We do not want the county to set a precedent by allowing this split. There is currently no precedent within Cochise Ranchettes for this rezoning.

Thank you  
Have a great day  
Katrina Jackson

---

**From:** Gardner, Peter B <PGardner@cochise.az.gov>  
**Sent:** Friday, April 6, 2018 8:24 AM  
**To:** 'Jackson\_656 Jackson'  
**Subject:** RE: Rezoning Request at 2472 N Appaloosa pl

Ms. Jackson,

Thank you for your input. It is possible that I may email you with questions or more information in the coming weeks. I appreciate all citizen engagement. Thank you and regards,

**Peter Gardner**  
Planner II  
Cochise County Community Development  
Development Services Department  
1415 Melody Lane, Building E  
Bisbee, AZ 85603  
520-432-9300  
520-432-9278 fax

***Public Programs...Personal Service***  
[www.cochise.az.gov](http://www.cochise.az.gov)

**From:** Jackson\_656 Jackson <jackson\_656@msn.com>  
**Sent:** Friday, April 06, 2018 7:19 AM  
**To:** Gardner, Peter B <PGardner@cochise.az.gov>  
**Subject:** Rezoning Request at 2472 N Appaloosa pl

Mr Gardner,

We are sending this email to notify the county that we do not support the rezoning request submitted by Carla Reeves.

We are the owners of the property at 188 w Camino de mesa which is located across the street from the church property.

We bought our property out here specifically because of the RU4 zoning and the Cochise Ranchette CCRs. We believe any rezoning will decrease our property value.

We understand from our neighbors that you will be sending a letter out next week. We will be on vacation for two weeks so wanted to ensure you have this objection from us.

Thank you

Katrina Jackson

## Gardner, Peter B

---

**From:** Eileen Swiers <eileenswiers@gmail.com>  
**Sent:** Thursday, May 10, 2018 2:11 PM  
**To:** Gardner, Peter B  
**Subject:** Docket Z-18-05, rezoning application

**To:** The Board of Supervisors, Cochise County  
**From:** Eileen Swiers

**Re:** Docket Z-18-05

I am writing to express my opposition to the proposed zone change request for 2472 N. Appaloosa Place in Whetstone that was heard by the Planning and Zoning Commission on May 9, 2018.

I support the Planning and Zoning Commissions' vote of 6 to 2 to allow the motion for approval to fail. I request the Board of Supervisors concur.

The proposed zone change for the Cochise Ranchos subdivision is not consistent with the land use development in our area. The properties in our area are either residential or vacant land and are zoned RU 4 or SR 174. There has not been a request to down zone to smaller parcels since 1975. As a result, approval of this request represents a form of spot zoning that unfortunately would set a precedent for the area.

Residents in Cochise Ranchos enjoy a sense of open space and privacy due to their lot sizes, generally 4 acres to 20 acres. The space allows us to enjoy a quality and style of living that is not available in other areas in the county. We hope to maintain the integrity of our area for the future and with your support, we will.

Respectfully submitted,

Eileen Swiers  
257 W. Sunset Rd.  
Whetstone

## Gardner, Peter B

---

**From:** Gordon White <gkwhigte@msn.com>  
**Sent:** Thursday, May 10, 2018 12:06 PM  
**To:** Gardner, Peter B  
**Subject:** Request for rezoning of RU4 property to RU2.

Mr. Gardner, I know I am late for responding to the comment period. but I was on vacation and just returned yesterday afternoon. This morning I retrieved my mail and got the letter from Ms. Guinter. Even though late, I wanted you to know I am against the rezoning to RU2. I bought the land out here before 1990 and built on it in 2000. I wanted the low density housing, night skys and abundant wild life. To change this now would defeat that purpose. I am sorry I am late in responding, but maybe you could find a way to include my comments. Thank you. Gordon White, Cochise Ranchos lot 327 9.11AC, parcel ID # 10604139.



# COCHISE COUNTY

Z-18-05 (Reaves)

A request to rezone from RU-4 to RU-2

Planning and Zoning Commission

May 9, 2018



***Public Programs...Personal Service***

## COCHISE COUNTY

### Docket Z-18-05 (Reaves)

- The Applicant is requesting rezoning from RU-4 (Rural; one dwelling per four acres) to RU-2 (Rural; one dwelling per two acres) on a 4.57 acre site north of Huachuca City.
- The parcel, 106-04-110A, is located on the northeast corner of W. Camino de Mesa and N. Appaloosa Place. The home is addressed as 2472 N. Appaloosa Place, and the Quonset is addressed as 315 N. Camino de Mesa.
- The dual nature of the site, split by a 6-foot block wall, which also encompasses the perimeter, is unique to the area. The Quonset was permitted and constructed as a church, but the site was never completed, nor was the building ever used as a church.
- The parcel is located in a 1957 subdivision, Cochise Ranchos, which has seen a mixture of rural, commercial, and high density residential development since 1957.
- The Applicant is Carla Reaves.



## COCHISE COUNTY

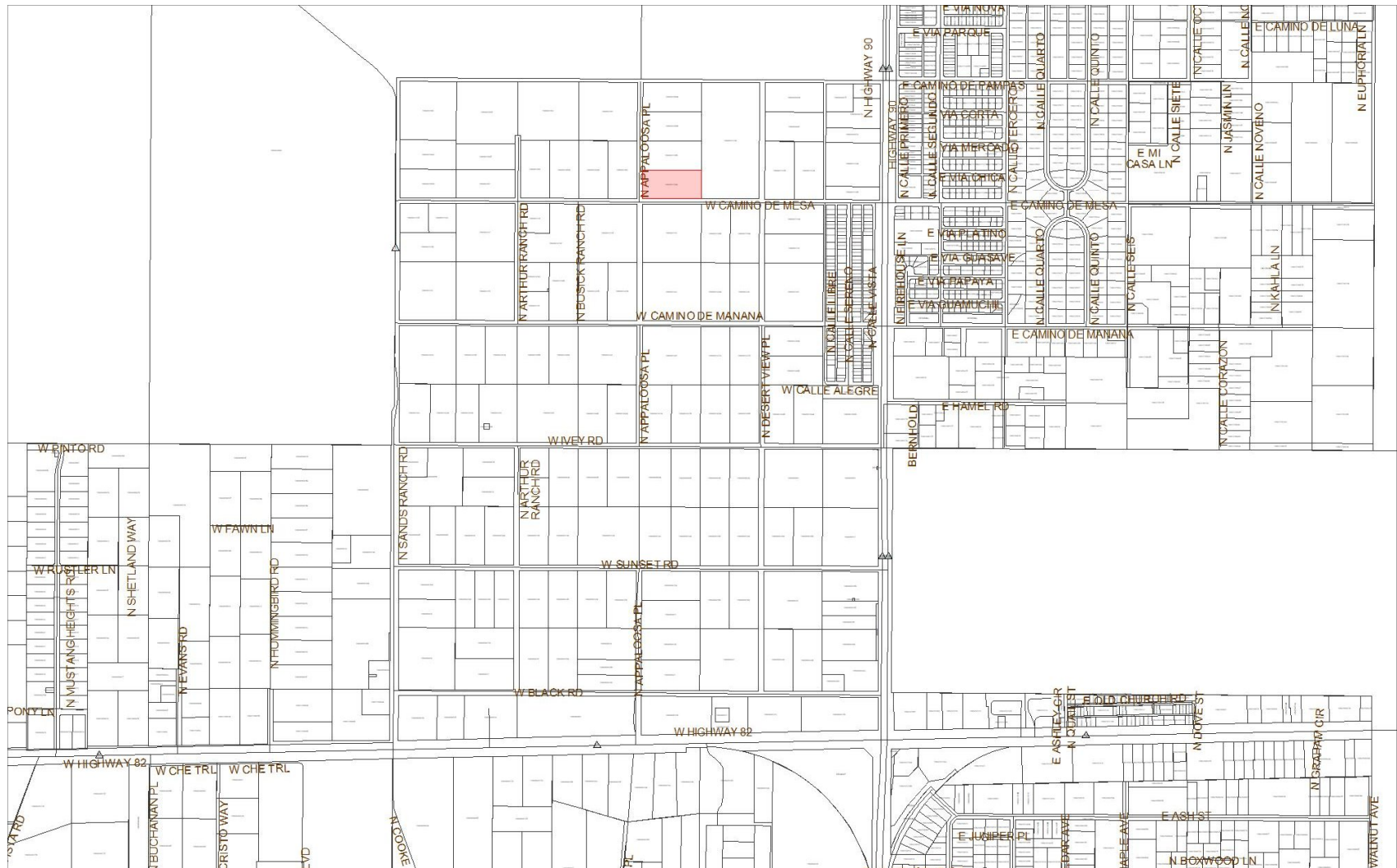
### Commission Action

➤ On May 9, 2018, the Planning & Zoning Commission voted 6-2 **AGAINST** forwarding the docket with a recommendation of Conditional Approval, including a modification to site development standards to permit the existing accessory structures to remain in relation to any future internal property lines.



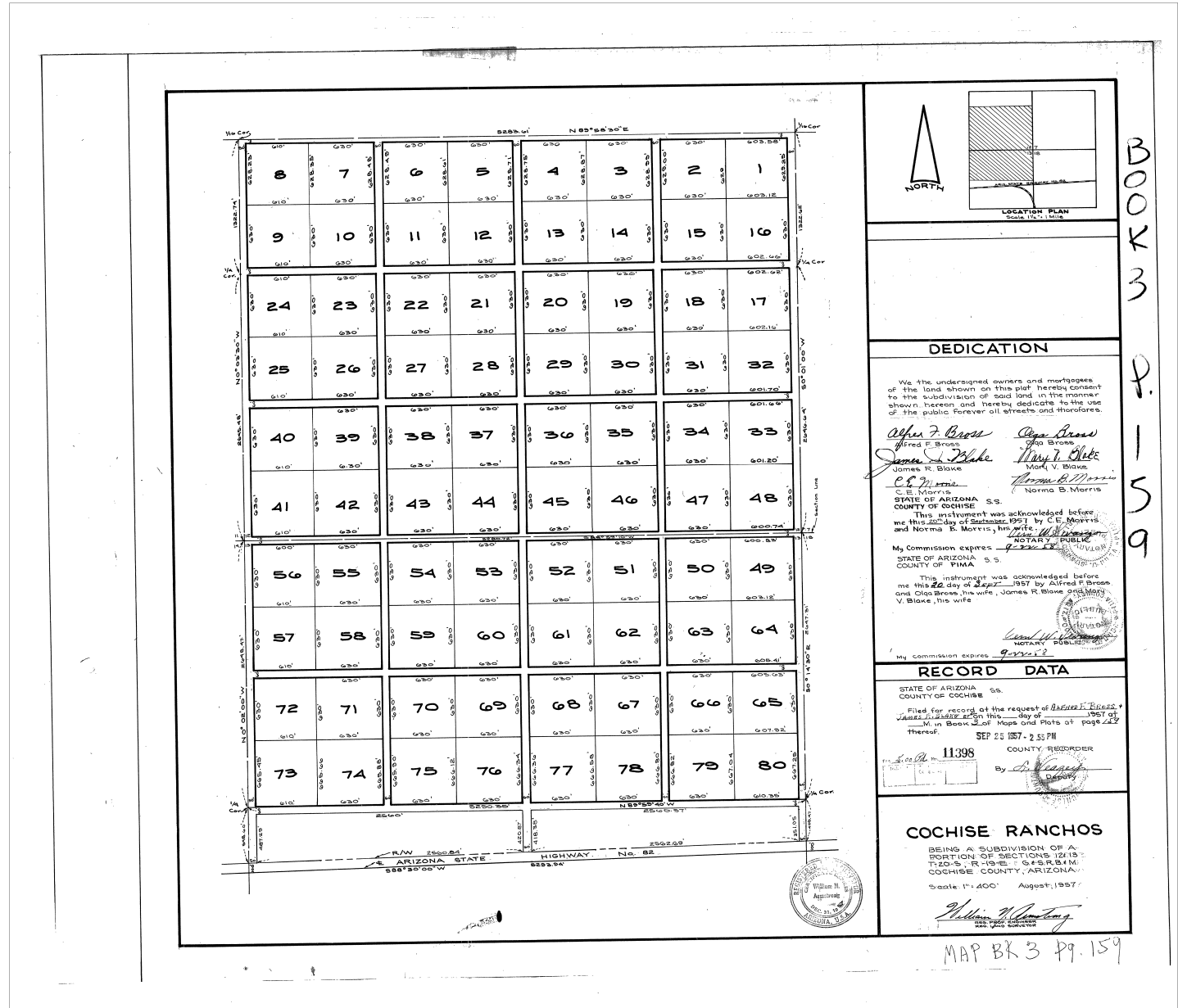
# COCHISE COUNTY

## Location Map:



# COCHISE COUNTY

Original Map:





# COCHISE COUNTY



# COCHISE COUNTY

## Site Photos:

The site from N. Appaloosa



# COCHISE COUNTY

## Site Photos:

The entrance from N. Appaloosa.



# COCHISE COUNTY

## Site Photos:



# COCHISE COUNTY

## Site Photos:

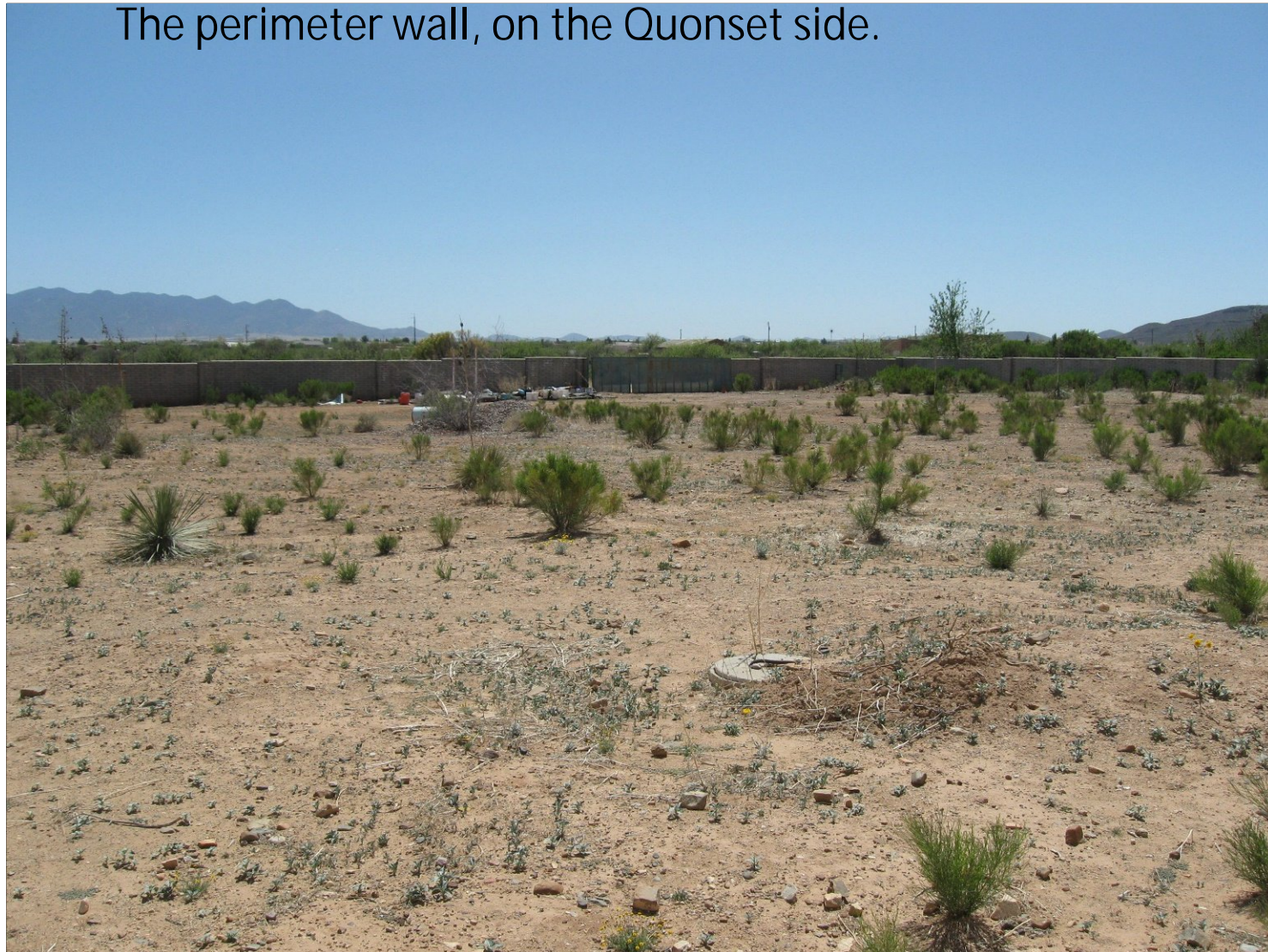
The Quonset from the south side of the site.



# COCHISE COUNTY

## Site Photos:

The perimeter wall, on the Quonset side.



# COCHISE COUNTY

## Rezoning Factors 1-5

1. Provides an Adequate Land Use/Concept Plan – Complies with Conditions
2. Compliance with Applicable Site Development Standards – Complies with Modifications
3. Adjacent Districts Remain Capable of Development - Complies
4. Limitation on Creation of Non-Conforming Uses – Complies with Modifications
5. Compatibility with Existing Development - Complies



## COCHISE COUNTY

### Rezoning Factors 6-10

6. Rezoning to More Intense Districts– Complies with Conditions
7. Adequate Services and Infrastructure– Complies
8. Traffic Circulation Criteria- Complies
9. Development Along Major Streets– Complies
10. Infill- Not Applicable



## COCHISE COUNTY

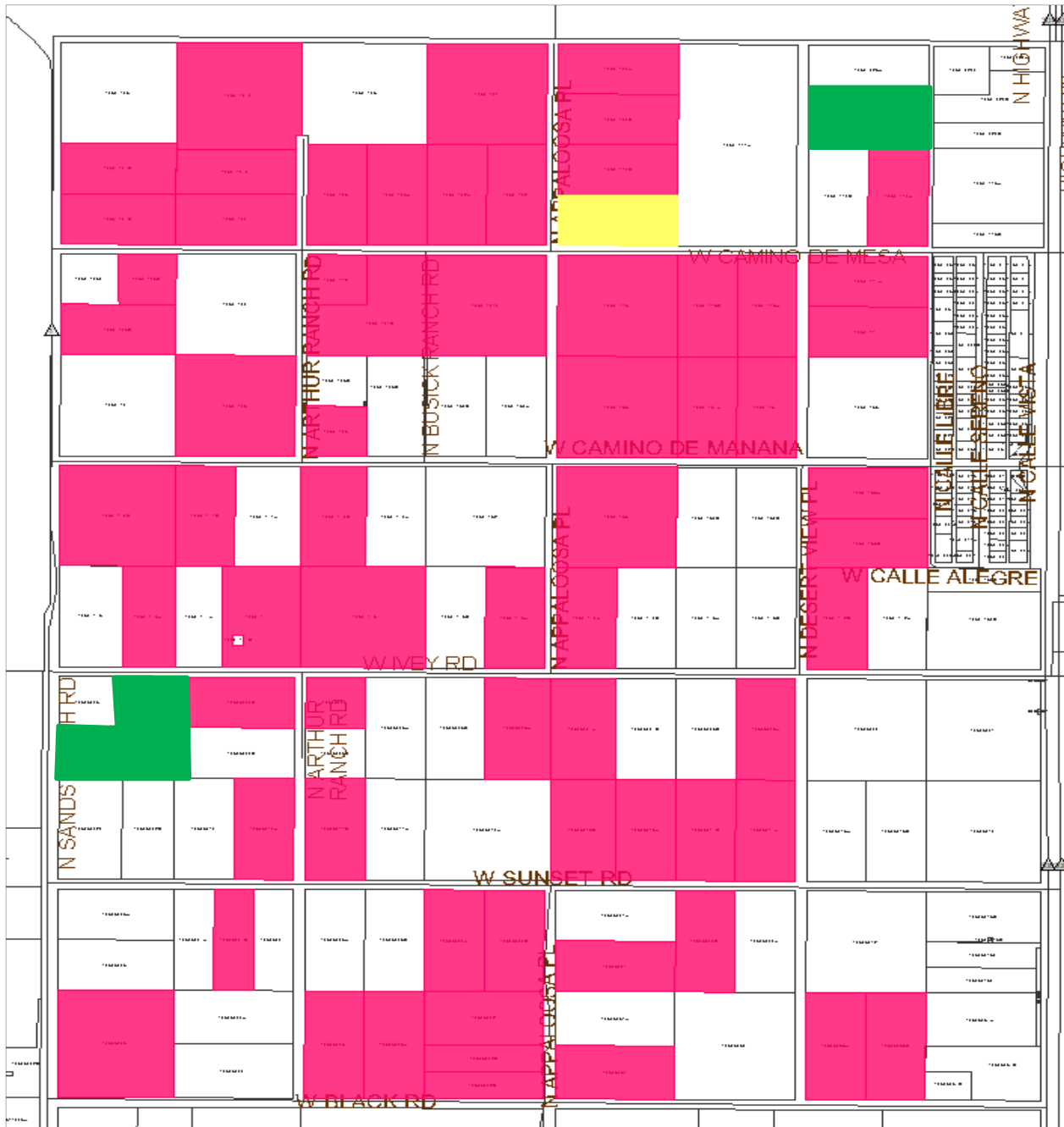
### Rezoning Factors 11-15

11. Unique Topographic Features– Not Applicable
12. Water Conservation– Complies
13. Public Input- Does Not Comply
14. Hazardous Materials– Not Applicable
15. Compliance with Comprehensive Plan (Mandatory)-  
Complies



# COCHISE COUNTY

## Public Input:



## COCHISE COUNTY

### Factors in Favor of Approving the Rezoning:

1. Allowing the request will not alter the character of the existing development in the area as the site is already developed;
2. The unique nature of this site precludes it being used as precedent for future potential requests;
3. The request will be supported by the existing infrastructure and services;
4. Rezoning to RU-2 for the purpose described would not change minimum site development standards other than density requirements for any future construction;
5. Allowing the rezoning would permit the applicant to split the property in a legal manner;
6. The Comprehensive Plan policies prescribe Developing areas to grow towards build-out. This request would bring the zoning into compliance with the Plan;
7. Owners of two parcels have expressed written support.



## **COCHISE COUNTY**

### Factor Against Approving the Rezoning:

1. The Commission voted 6-2 against recommending approval.
2. Owners of 65 parcels have expressed written opposition to the request.



# COCHISE COUNTY

Discussion:



**Regular Board of Supervisors Meeting****Community Development****Meeting Date:** 05/22/2018

Substitution and Extension of the Assurance Agreement for the Red Hawk II Units 2 and 3 Subdivision

**Submitted By:** Paul Esparza, Community Development**Department:** Community Development**Division:** Development Services**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Paul Esparza**TITLE of PRESENTER:** Planning Manager**Docket Number (If applicable):** S-05-10**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a substitution and extension of the Assurance Agreement for Red Hawk II Units 2 and 3 with Pioneer Title Agency, Inc as Trustee under Trust No. TR140133 for Red Hawk Ranch Properties, LLC as Beneficiary of Trust No. TR140133 to May 22, 2021.

**Background:**

This request is from Red Hawk Ranch Properties, LLC for substitution and extension of the Assurance Agreement for completion of subdivision improvements for the Red Hawk II Units 2 and 3 subdivision. The Red Hawk II Units 2 and 3 subdivision consists of 192 lots on 655 acres located on J-Six Ranch Road south of I-10. The subdivision is zoned SR-87, with a average lot size of three acres. The Final Plat for Red Hawk II and Assurance Agreement were approved by the BOS on August 7, 2007. The assurance agreement lapsed in August 2014. This extension request if approved will cover the lapse and extend the assurance agreement to May 22, 2021.

The BOS approved amendments to Section 501.01 Assurance Agreements in the Subdivision Regulations which includes five factors that the Board may consider in their decision to grant an Assurance Agreement extension. The following responses are provided in bold italics for this request: 1) Whether the property taxes on the subject parcel(s) are current. **Yes, verified by staff.** 2) If the subdivision is phased, whether the subdivision infrastructure improvements for at least 20% of the proposed phases have been completed. If it is not phased, whether at least 25% of the subdivision infrastructure improvements have been completed. **There are 11 phases in this project. Phases 3 and 4 and portions of Phases 5, 9, and 11 have been completed. 49 lots have been released. This represents 25% completion of the subdivision improvements** 3) The number of extensions previously granted. A maximum of three extensions, not exceeding a total of ten (10) years since either the original approval of the assurance agreement or the most recent release of a lot, whichever has occurred later. **Two previous extensions have been granted.** 4) The economic conditions or other circumstances that are affecting the developer's ability to complete subdivision improvements. **The economy has been a factor but there has been recent building activity in the subdivision.** 5) Has the character of the area or physical factors such as drainage, floodplain, water issues or circulation patterns changed significantly since plat approval that compliance with current County Subdivision and/or Zoning Regulations is necessary. **No**

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

If approved, the Chairwoman will sign the Assurance Agreement and it will be recorded with a new expiration date of May 22, 2021.

**Impact of NOT Approving/Alternatives:**

The completion of subdivision improvements for the remaining phases of the Red Hawk II Units 2 and 3 subdivision would not be secured under an approved Assurance Agreement.

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

Please secure the necessary signatures on the original Assurance Agreement document and send to Planning staff for recording of the document.

---

**Attachments**

[Red Hawk II AA](#)

[Red Hawk II ext req ltr](#)

[Red Hawk II PPT](#)

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## **ASSURANCE AGREEMENT FOR COMPLETION OF SUBDIVISION IMPROVEMENTS**

THIS AGREEMENT made and entered as of this 10th day of April, 2018, between Pioneer Title Agency, an Arizona corporation, as Trustee under Trust No. TR140133, hereinafter referred to as "Trustee", Red Hawk Ranch Properties, L.L.C., an Arizona limited liability company, as Beneficiary(ies) of Trust No. TR140133, hereinafter referred to as "Beneficiary", and COCHISE COUNTY, Arizona, hereafter referred to as "County."

### RECITALS:

1. Trustee is owner of a certain parcel of property located in Cochise County, Arizona, and described in paragraph 1 below.
2. Beneficiary has established Trust No. TR140133 for the purpose of developing a subdivision of Cochise County and has conveyed legal title to the Trustee.
3. The parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provision of A.R.S. Section 11-821 and the Cochise County Subdivision Regulations.

### AGREEMENT:

In consideration of the County approving a final plat for the property which is the subject matter of this Agreement, the parties mutually agree that:

1. Property Description. The property which is the subject matter of this agreement is described in that attached Exhibit "A".
2. Assurances. This Agreement is submitted as a means of assuring the completion of the subdivision improvements required by A.R.S. Section 11-821, the Cochise County Subdivision Regulations, all Plans and Specifications approved and on file with the County, and any special conditions, if applicable, on Exhibit "B"

attached hereto and made a part hereof. These subdivision improvements include but are not limited to, streets, alleys, sidewalks, curbs and gutters, sanitary sewer systems, water supply, lot staking and monuments, traffic and street signs, and drainage and flood control improvements, as applicable.

3. Conveyances and Transfers of Title. The Trustee shall not transfer title to, enter into contracts for sale of property, lease, or in any way convey, in whole or in part, any of the property described in paragraph 1 without obtaining prior written approval from the County, except as authorized in the Agreement. A Release of Assurances shall only be given by the County upon satisfactory completion as verified by County inspections of the required improvements.
4. Bulk Sales. Notwithstanding paragraph 3, the Trustee may sell or convey all of the property described in paragraph 1 in one transaction to a single successor to the beneficiary's interests, provided that such successor, prior to the conveyance, shall have entered into an appropriate agreement with the County to assure completion of the improvements, and the County has approved, in writing, the transfer.
5. Conveyance Out of Trust for the Purpose of Encumbrance; Condition on Other Interests. Notwithstanding paragraph 3, the Trustee may convey the property described in paragraph 1 to the Beneficiary of the Trust for the limited purposes of allowing any obligations secured by the Trust, other than those which are the subject of this Agreement with Cochise County, to be subordinated to subsequent loans for the purpose of constructing improvements on the subject land or to create security for additional loans for the purchase or improvement of this land. In such event, the property shall immediately thereafter be reconveyed to the Trustee. This Agreement shall be deemed to be a condition on and restriction on the rights and interests of any third party whose interest in the property arises after the date of this Agreement, however such interest is created, the same as if such party were included as a signatory of this Agreement.
6. Substitution of Assurances. Subdivider or Beneficiary may offer substitute assurances at any time during the term of this Agreement in accordance with the

provisions of the Cochise County Subdivision Regulations. The Assurance shall be in a form and amount acceptable to the County, and shall to the extent applicable, partially or wholly replace the Assurances in this Agreement.

7. Completion of Improvements. The required improvements shall be completed by the Subdivider within three (3) years from the date of this Agreement. This date for completion of improvements may be extended by separate agreement of the parties where Subdivider or Beneficiary is prevented from completing the improvements by act of God, strike or similar event or circumstances beyond its control, or at the discretion of the County.
8. Inspection and Approval of Improvements. The Subdivider shall arrange for the inspection of all improvements required for this project, to ensure satisfactory completion. Satisfactory completion of all such improvements, in conformance with the required standards and specifications, shall be confirmed by a written statement, signed and sealed by the project engineer. Until these improvements have been satisfactorily completed, the County will not release the property
9. Payment of Applicable Property Taxes. The County shall not release, in whole or in part, any of the property described in paragraph 1 until all property taxes and assessments due and owing on the subject property have been paid in full.
10. Partial Release of Assurances. The County, in its discretion, and upon receipt of a written request from Trustee, may give the Trustee a Release of Assurances for a portion of the Lots created by the subdivision plat described in paragraph 1, provided that all of the improvements required in connection with such lots have been satisfactorily completed and accepted, and provided further that the lots released and improvements associated with such lots can function independently on a permanent basis in the event the remaining portion of the subdivision is never developed.
11. Release of Assurances. Upon completion of all improvements required under this Agreement or upon receipt of acceptable substitute assurances replacing this Agreement, the County shall release the Assurances in this Agreement.
12. Failure to Complete Improvements. Trustee and Beneficiary hereby agree that in the event that the required improvements are not completed within the time period

provided by paragraph 7, the County may replat that portion of the property described in paragraph 1 for which a release of assurances has not been given. The purpose of the new plat will be to abandon the subdivision and return the property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded. Prior to initiating any action to replat, the County shall provide Trustee and Beneficiary with thirty (30) days written notice of the intent to replat.

The County, by this Agreement, is expressly authorized to replat this property after the required notice has been provided. All expenses by the County, including legal costs if applicable, in executing a replat shall be paid for by Beneficiary, and shall, if unpaid, become a lien on the property.

13. Effect on Trust Agreement. Trustee and Beneficiary agree that any provision of Trust No. TR140133 that is incompatible or inconsistent with this Agreement shall be null and void and not enforceable. The Trust shall not be revoked prior to a full Release of Assurances without prior written consent of Cochise County. Nor shall any amendment which would alter this Assurance Agreement be effective until the County has approved such amendment.
14. Incorporation or Annexation. In the event the property which is the subject matter of this Agreement is incorporated into or annexed by a city or town, the city or town shall automatically become the successor in interest to all of the County's rights and obligations under this Agreement.
15. Purpose of Agreement. The purpose and intent of this Agreement is to prohibit the sale of individual subdivision lots to the public prior to the completion of the subdivision improvements that are associated with such lots. The sale or conveyance of such lots without the necessary improvements is harmful to the public and places excessive burdens on the County. The terms and conditions of this Agreement shall be construed and interpreted as broadly as necessary to accomplish this purpose.

IN WITNESS WHEREOF, the parties have executed this Assurance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ASSURANCE AGREEMENT

COCHISE COUNTY:

\_\_\_\_\_  
Chairman, Cochise County Board of Supervisors

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

TRUSTEE:

Pioneer Title Agency  
(Title Company)

An Arizona corporation, as Trustee under Trust No. TR140133 only and not in its Capacity.

By: Janice M. Fischer  
Janice M. Fischer, Trust Officer

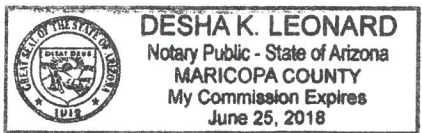
STATE OF ARIZONA        )  
                                          )        ss.  
COUNTY OF PIMA        )

On this the 11 day of April, 2018, before me, the undersigned officer, personally appeared Janice M. Fischer, who acknowledged himself/herself to be the Trust Officer of Pioneer Title Agency, an Arizona corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

Desha K. Leonard  
Notary Public

My Commission Expires:



ASSURANCE AGREEMENT

OWNER/BENEFICIARY:

Red Hawk Ranch Properties, L.L.C., an Arizona limited liability company  
by: Red Hawk Ranch Properties Manager, L.L.C, it's Manager  
by: Rodger Ford, Manager

*Rodger Ford*

\_\_\_\_\_  
Owner/Beneficiary

STATE OF ARIZONA        )  
                                          )        ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2018,  
by Rodger Ford as owner.

*Diana Dessy*

\_\_\_\_\_  
Notary Public

My Commission Expires: 4-21-19

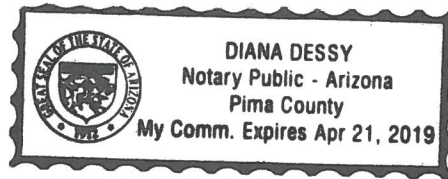




Exhibit "A"

THE LEGAL DESCRIPTION OF THE PROPERTY

TO BE PLACED IN TRUST

Lots 97 through 138, 141 through 177, 180, 183, 186, 191, 192, 195 through 200, 202 through 244, 249, 254 through 256, 259 through 261, 263 through 288 of the Amended Final Plat of Red Hawk Subdivision Units 2 and 3, a subdivision of Cochise County, Arizona, according to the plat of record in the office of the Cochise County Recorder in Book 15 of Maps and Plats at Page 92 thereof.

RED HAWK RANCH PROPERTIES, LLC

May 7, 2018

Cochise County Board of Supervisors  
Bisbee, Arizona

RE: Red Hawk II Subdivision Units II and III

Dear Members of the Board,

This letter is to confirm that the owners of Red Hawk Ranch Properties LLC, at this time, wish to request an extension of the Assurance Agreement that was previously granted by the Board. As required, a check in the amount of \$1,000.00 has been submitted to the County for the necessary fees.

Thank you for your attention in this matter.

Sincerely,

RED HAWK RANCH PROPERTIES LLC



James Vermilyea  
Managing Partner

# COCHISE COUNTY

Red Hawk II Units 2 and 3 Subdivision  
(S-05-10)

Substitute Assurance Agreement and  
Extension Request

May 22, 2018

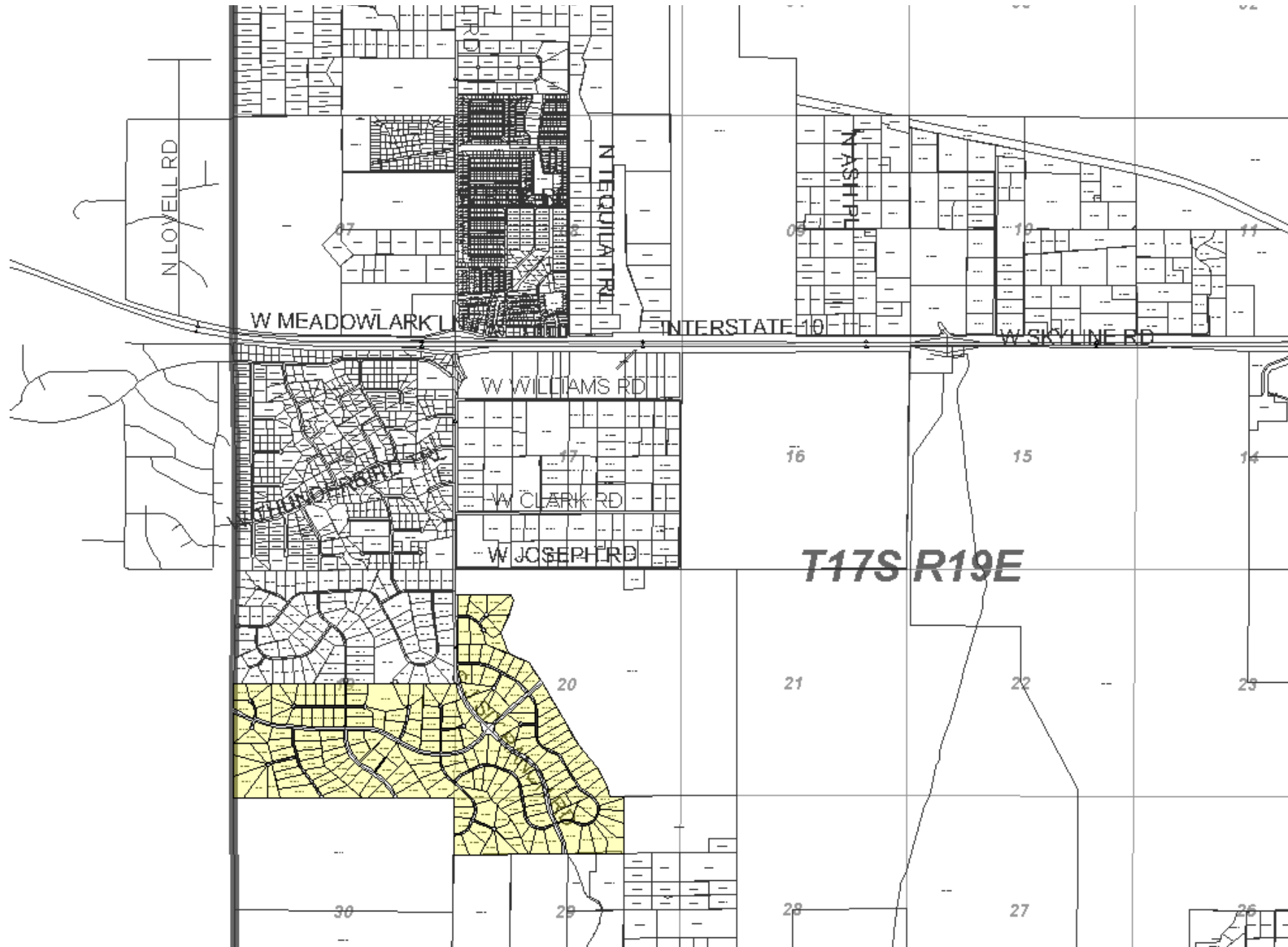
Board of Supervisors



***Public Programs...Personal Service***

# COCHISE COUNTY

## Location Map

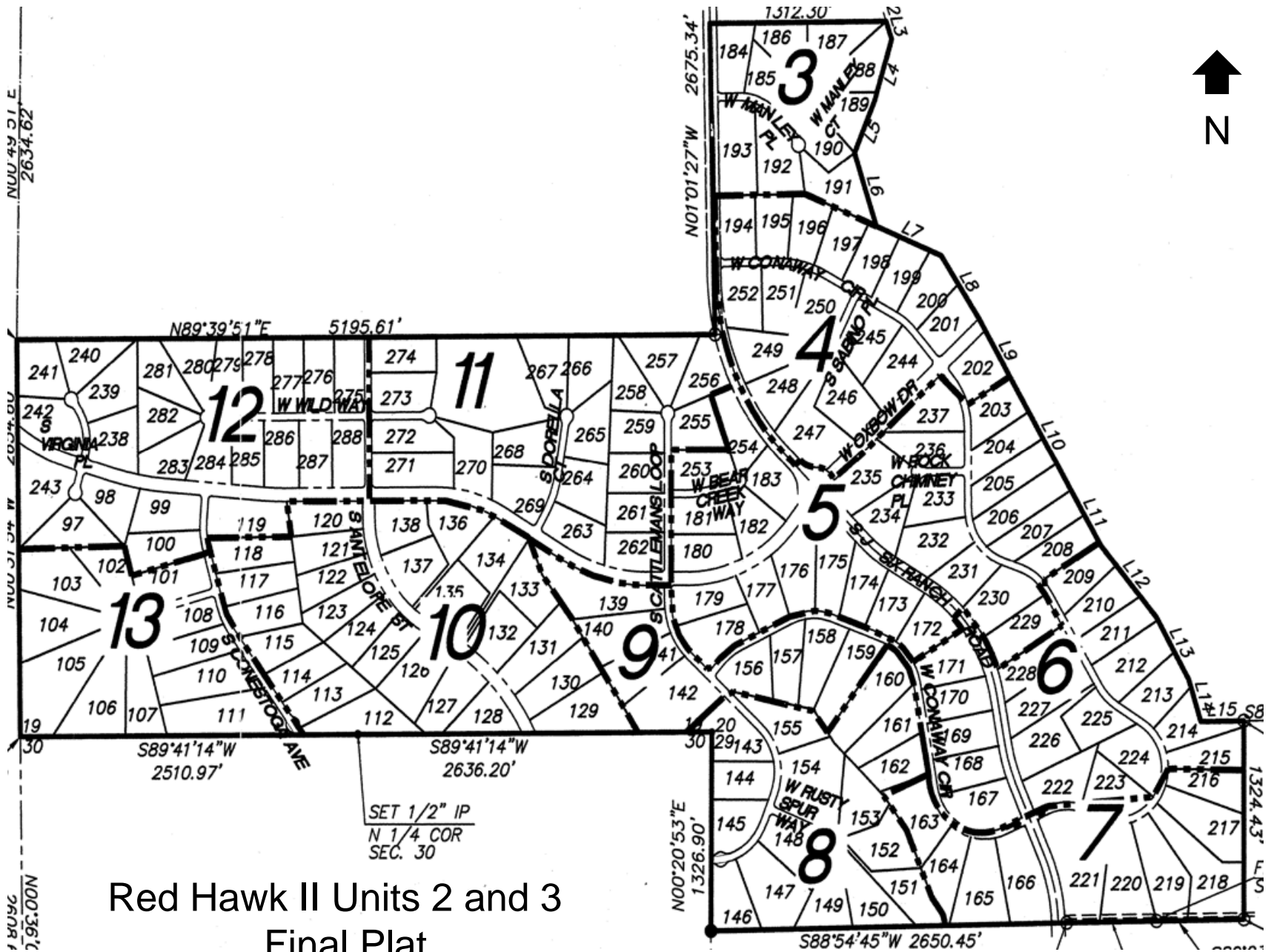


## COCHISE COUNTY

- 192 lot subdivision on 655 acres, zoned SR-87, average lot size is three acres.
- Title Security Agency no longer does business in Cochise County. The Substitute Assurance Agreement is now held with Pioneer Title Agency.
- Phases 3 and 4 improvements and portions of Phases 5, 9 and 11 improvements have been completed. 49 lots have been released. 25% of the subdivision improvements have been completed.
- If approved, the Assurance Agreement would expire on May 22, 2021.



# COCHISE COUNTY

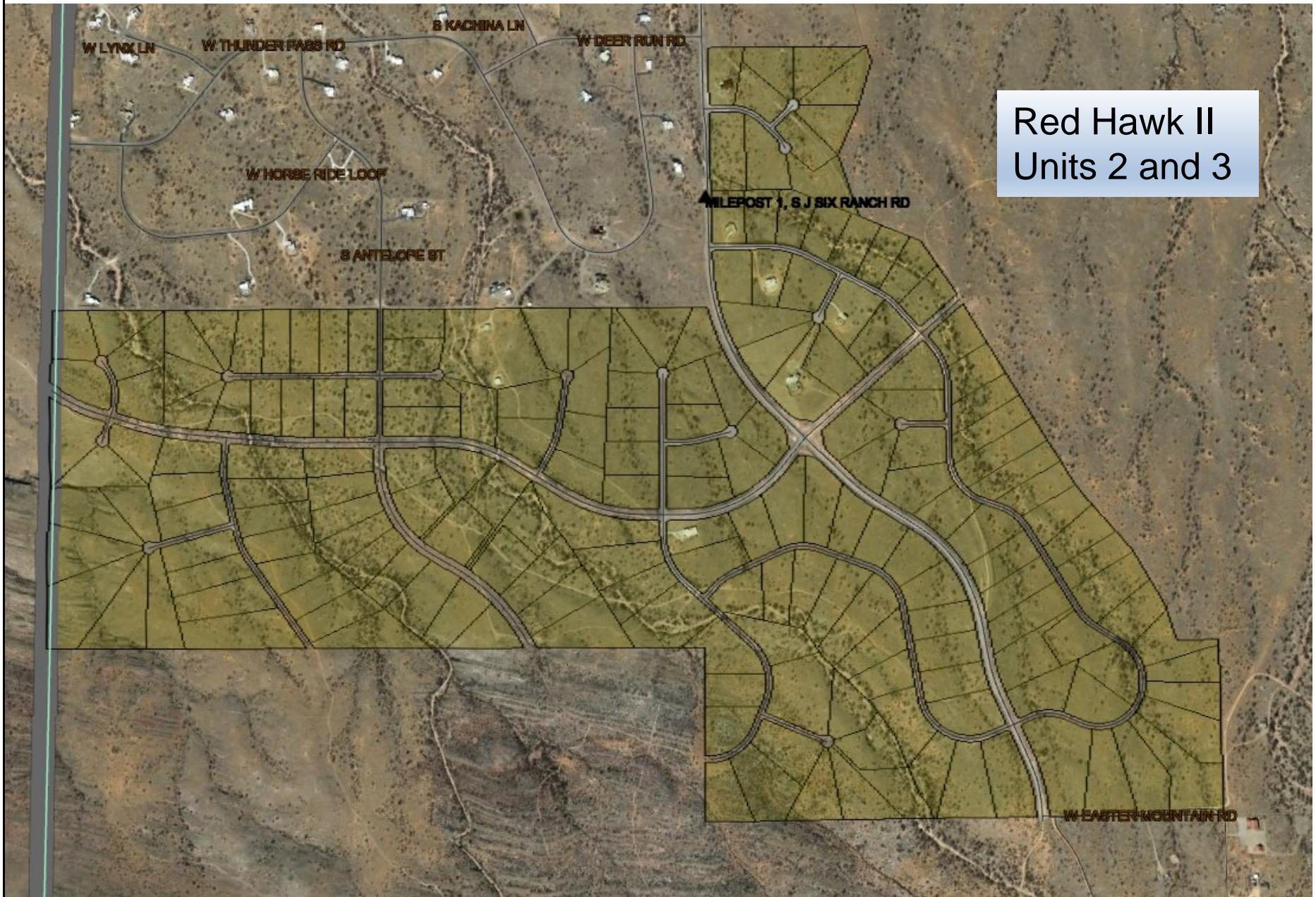


Red Hawk II Units 2 and 3  
Final Plat



# COCHISE COUNTY

Aerial Photo



# COCHISE COUNTY

## Staff Recommendation:

Staff recommends approval of the request to extend the Assurance Agreement to May 22, 2021.



**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018

County Compensation Plan Amendment

**Submitted By:** Julie Morales, Human Resources

**Department:** Human Resources

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

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

**NAME of PRESENTER:** Julie Morales      **TITLE of PRESENTER:** Human Resources Director

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Adopt Resolution 18-07 amending the Cochise County Compensation Plan.

**Background:**

On March 13, 2018, Cochise County adopted Resolution 18-02, which established a new County Compensation Plan. Upon implementation of the plan, managers identified one provision of the policy, "Statement of Policy" section, Item E, that prevents Department Directors and Elected Officials from making appropriate market-based salary adjustments in some cases. This has the potential to impact employees in all salary bands, especially those whose salaries are furthest from market.

The current plan limits employee compensation adjustments to 10% in a rolling twelve (12) month period. Because some employees are still well below their market, it is our recommendation that compensation adjustments below the identified market median not be subject to an annual percentage limit. In addition, compensation adjustments above market median are recommended to be capped at 5% per rolling twelve(12) month period. No other changes to the compensation plan are proposed by this action.

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

The Human Resources Department will publish the amended Cochise County Compensation Plan and educate departments and employees on the components of the new policy.

**Impact of NOT Approving/Alternatives:**

Continue with the existing compensation plan, with limited ability to address employee compensation that is significantly below market.

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

Please provide Human Resources with a signed copy of the final Resolution.

**Attachments**

Comp Plan Resolution

Exhibit A - Draft Comp Plan

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## **RESOLUTION 18 –**

### **COCHISE COUNTY COMPENSATION POLICY**

**WHEREAS**, Cochise County adopted the County Classification Plan on January 19, 1999 (with subsequent modifications); and

**WHEREAS**, the Cochise County Board of Supervisors desires to provide a compensation policy which fairly and equitably compensates its employees, with pay that is competitive within the relevant labor market and which recognizes employee skills, experience and performance; and

**WHEREAS**, the Board of Supervisors desires to periodically review relevant labor markets for use in salary and budgetary decisions and maintain a compensation policy that attracts, retains and rewards a talented workforce; and

**WHEREAS**, the Cochise County Compensation Policy for County employees; excluding the Sheriff's Deputy Pay Plan, the Detention Officer Pay Plan, and the Judicial Pay Plan; has not been increased since July 2007; and

**WHEREAS**, on August 30, 2016 the Cochise County Board of Supervisors approved a new pay structure with broad salary bands; excluding the Sheriff's Deputy Pay Plan, the Detention Officer Pay Plan, and the Judicial Pay Plan.

**WHEREAS**, on March 13, 2018 the Cochise County Board of Supervisors approved a County Compensation Plan which supersedes any previous resolutions regarding Cochise County Compensation Plans; excluding the Sheriff's Deputy Pay Plan, the Detention Officer Pay Plan, and the Judicial Pay Plan currently in place.

**NOW, BE IT THEREFORE RESOLVED**, that the Cochise County Board of Supervisors hereby adopts an amendment to the County Compensation Policy (Exhibit A) adopted on March 13, 2018, which supersedes any previous resolutions regarding Cochise County Compensation Plans; excluding the Sheriff's Deputy Pay Plan, the Detention Officer Pay Plan, and the Judicial Pay Plan currently in place.

**FURTHER BE IT RESOLVED**, that the Cochise County Sheriff's Department and the Cochise County Courts may choose to opt into the new amended County Compensation Policy without Board approval, or they may continue utilizing the existing Sheriff's Deputy Pay Plan, the Detention Officer Pay Plan, or the Judicial Pay Plan. The amended County Compensation Policy shall not be intermingled with any of the other existing plans. Therefore, opting into the amended County Compensation Policy will require foregoing the use of the existing plan.

**APPROVED AND ADOPTED** in Formal Session this \_\_\_\_ of \_\_\_\_\_, 2018.

---

Peggy Judd, Chairman  
Cochise County Board of Supervisors

**ATTEST:**

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Arlethe G. Rios  
Clerk of the Board

**APPROVED AS TO FORM:**

*Elda Orduño*  
\_\_\_\_\_  
Elda Orduño  
Deputy County Attorney

## **COCHISE COUNTY COMPENSATION POLICY**

### **Purpose:**

In order to achieve our mission of providing regional leadership and effective, high-quality services with personal and professional integrity, we must attract, retain and reward a talented workforce. Cochise County's goal is to provide total compensation that is competitive within the relevant labor markets in which we compete to attract skilled and competent employees.

The County will recognize skills, experience and performance of staff and seek to retain and develop employees by providing opportunities for learning, growth and career development.

This policy establishes guidelines for classifying positions and setting and adjusting employee pay rates.

### **Scope:**

This policy applies to all County employees. Administration of this policy is the responsibility of all hiring authorities, including elected officials, their designees and appointed directors. This policy does not establish compensation guidelines for Elected Officials, contractors, contract employees or volunteers. This policy does not constitute a contract of employment or a guarantee of the benefits or policies stated in it. The County may unilaterally revoke or revise this policy, without prior notice, at any time for any reason.

### **Definitions:**

- Market Value- compensation that is competitive within the relevant labor markets in which we compete to attract skilled and competent employees. A position's market value is based upon a range of 20% below to 20% above the identified median income of fully qualified, highly proficient workers in the identified market area.
- Targeted Hiring Range – this is the range of pay within the Pay Band that captures the current market value of the classification. Budgeted salary and internal equity are also considerations when determining individual employee pay.

### **Statement of Policy:**

- A. All positions shall be classified by Human Resources in one of six salary bands according to competitive median-market value, job skills, and career track.
  - a. Each position will be assigned to a Pay Band based on market value.

- b. The relevant labor market will be reviewed annually and market data will be published/provided for departments to use in salary/budgeting decisions.
- c. The County will target pay for fully skilled, experienced and qualified employees at median market value of the applicable recruitment market (as illustrated below) while considering the availability, dependability, consistency and quality of relevant market data.

<b>Job Grouping</b>	<b>Recruitment Area</b>
Clerical/Support Services	Local (within Cochise County)
Labor/Trades	Local (within Cochise County)
Paraprofessionals	Local/Regional (SE AZ)
Professionals	Regional (SE AZ/AZ)
Supervisory/Management	Local or Regional, based on work assignments
Mid-Management	Regional (AZ/Southwest)/National
Top Management	National

- d. If no relevant market data is available, slotting will occur based on a whole job evaluation method.
  - e. Salary/market data for classifications is in no way binding. The County reserves the right to adjust pay bands and classification placement in pay bands as necessary.
- B. All employees shall be compensated within the salary band under which their job classification is assigned.
  - C. Compensation adjustments cannot exceed the total annual salary budget of the department.
  - D. No employee's salary shall ever exceed the established market median by more than 20%.
  - E. ~~Excepting promotion, no employee's salary shall increase by more than 10% in a rolling twelve-month period.~~ No employee's salary shall be increased by more than 5% in a rolling twelve-month period if the employee is at or above the identified market median salary. Exceptions to this include compensation adjustments that occur as a result of employee promotion or reclassification.
  - F. The Department Director/Elected Official is responsible for determining the appropriate salary for each employee. All salary decisions must:
    - a. be in accordance with the policies set forth above;
    - b. be consistent with equal opportunity principles and/or applicable laws;
    - c. be based upon an employee's skills, education, experience and performance of assigned duties;
    - d. take into consideration the established market value of the position and the

- salaries of other county employees in the same job classification;
  - e. be documented in writing, which indicates the specific rationale for the salary;
  - f. be submitted to Finance and Human Resources for final review and processing prior to advising the employee of the effective date.
- G. The Finance Director and Human Resources Director shall establish procedures to ensure all salary adjustments are:
- a. processed in a timely manner if determined to be in accordance with these policies.
  - b. promptly returned to departments for reconsideration and correction if determined to be inconsistent with these policies.

DRAFT

**Regular Board of Supervisors Meeting**

**Meeting Date:** 05/22/2018  
 ADP Workforce Now Major Accounts Agreement  
**Submitted By:** Joe Casey, Information Technology  
**Department:** Information Technology  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required  
  
**NAME of PRESENTER:** Gregory Walton  
**Mandated Function?:** Not Mandated

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 2  
**TITLE of PRESENTER:** Project Manager  
**Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve a Major Accounts Agreement between Automatic Data Processing (ADP) and Cochise County with a one-time cost of \$94,300 and an annual recurring cost of \$188,138 for a 60 month period.

**Background:**

The Board of Supervisors reviewed the business case to use ADP for time keeping and payroll processing on March 27, 2018 and unanimously approved using ADP for these services. The Major Accounts Agreement is the next step to begin the ADP implementation for Cochise County.

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

Coordinate with ADP to develop a detailed timeline for implementation and migration to use ADP services.

**Impact of NOT Approving/Alternatives:**

If the Major Accounts Agreement is not approved the services provided by ADP will not be obtained, and the County will continue to use the current process and software until an alternative could be approved.

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

Provide signed copies to department.

**Budget Information**

*Information about available funds*

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

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

1:

**Fund Transfers**

**Fiscal Year:** FY18-23

**One-time Fixed Costs? (\$\$\$):** 94300

**Ongoing Costs? (\$\$\$):** 188138

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

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

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

Onetime cost of \$94,300 and an annual recurring cost of \$188,138 for a sixty (60) month period.

**Attachments**



## MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement (“**Agreement**”) dated May 1, 2018 (the “**Effective Date**”), is by and between the County Of Cochise with offices at 1415 W. Melody Lane Building, Bisbee, AZ 85603 (“**Client**”), and ADP, LLC, with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 (“**ADP**”) for the procurement of Services (defined in Section 1A) from ADP in accordance with this Agreement. All references herein to “**Client**” shall refer to Client and its affiliates receiving the ADP Products and Services (defined in section 1A) pursuant hereto. For purposes of this Agreement “**affiliate**” of Client shall mean any individual, corporation or partnership or any other entity or organization (a “**person**”) that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, “**control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

### 1. GENERAL TERMS

**A. Services.** ADP shall provide the services described elected by Client under this Agreement or amendment to this Agreement and any other services offered pursuant to this Agreement and that ADP provides to Client at Client’s request (the “**Services**”), and such equipment, computer programs, software (other than pre-packaged third-party software), and documentation (the “**ADP Products**”) required for such Services in accordance with sales order(s) between Client and ADP (the “**Sales Order(s)**”). A general description of the Services, including ADP Workforce Now, ADP’s web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance, is found at [www.productdescription.majoraccounts.adp.com](http://www.productdescription.majoraccounts.adp.com) (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving). The ADP Products and Services are hosted in the United States and are for use in the United States only, except for the HR and/or Talent modules of ADP Workforce Now (but specifically excluding document cloud services and any other modules/tools that ADP, in its sole discretion, determines shall not be accessible to Client employees located outside the United States) approved for use and access by Client from the countries specified on the Approved Country List listed on [www.productdescription.majoraccounts.adp.com](http://www.productdescription.majoraccounts.adp.com) or ADP otherwise consents in writing. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed.

**B. Errors; Review of Data.** All Services provided hereunder will be based upon information provided to ADP by Client, any person authorized by Client to use, access or receive the Services. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client’s records. ADP will promptly correct such error, omission, or discrepancy, and if such error, omission, or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client. To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, promptly and thoroughly review Client’s disbursement reports to enable Client to spot and correct errors and inconsistencies.

**C. Records.** ADP does not serve as Client’s record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by Client or applicable law.

**D. Use of ADP Products and Services.** ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for its internal business purposes. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any other party. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client shall be responsible for the use of the Services by its employees, plan participants and any other persons authorized by Client to access or use the Services in accordance with the terms of this Agreement. Client is responsible for the accuracy, completeness and use of all information and materials provided by Client, its agents or employees, regardless of form (“**Client Content**”).

#### **E. Compliance.**

i. **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws and rules and regulations promulgated by the United States Department of Treasury, Office of Foreign Assets Control (“**OFAC**”) regarding export controls and trade with prohibited parties. For clarity, Client represents that Personal Information (as defined in Section 7C) transferred by Client or at Client’s direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

ii. **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

iii. **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, or Forms 1099 without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client’s use of online pay statements, Forms W2 or Forms 1099 satisfies Client’s obligations under applicable laws and the consequences resulting from such determinations.

iv. **Links to Third-Party Sites.** Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a “**Site**”). Links to sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites. Client’s business dealings with any third-party advertiser found on the Site(s) are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of such dealings or as the result of the presence of such advertisers on ADP Workforce Now.

**F. Transmission of Data.** In the event that Client elects to use an application programming interface (“**API**”) to provide, or requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations. Additionally, ADP shall not be responsible for any services or data provided by any such third party.

## 2. FEES, PAYMENTS, AND TAXES

**A. Fees.** Client shall pay ADP for the ADP Products and Services at the rates specified in the Sales Order (assuming no changes in requirements, specifications, volumes or quantities) for the first six (6) months after the Effective Date, or, if there is a Price Agreement for certain ADP Products or Services, for the term set forth therein (the "Initial Period"). Client shall pay ADP for any ADP Products and Services added by Client after the Effective Date at ADP's then prevailing prices for such ADP Products and Services. Subject to any Price Agreement, ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.

**B. Billing.** Commencement of billing for Services shall be set forth in the respective sections governing the Services. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client. Fees for implementation services, if any, shall be billed upon "go live" of the respective Service(s); provided, however, in the event this Agreement of any Services(s) is terminated after the commencement but prior to the completion of such implementation, ADP will invoice, and Client will pay, for any implementation services and expenses incurred by ADP until such date of termination (a minimum of 30% of quoted implementation fees), not to exceed the implementation fees quoted on the Sales Order.

**C. Taxes.** Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

## 3. WARRANTIES AND DISCLAIMER

**A. Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms. Further, ADP warrants that, for one year after acceptance by Client, the Services shall be (i) of a quality that is industry standard and as described in this Agreement, and (ii) within the variations permitted under this Agreement. To the extent the Services do not meet these standards, ADP shall rectify any deviations or error with no additional cost to the Client.

**B. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

## 4. INTELLECTUAL PROPERTY

**A. Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights (as hereinafter defined) inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks. For the purposes of this Agreement, "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

**B. ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Products or Services in accordance with the terms of this Agreement. The ADP Products or Services do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

**C. Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its internal business purposes without the right to create derivative works (other than derivative works to be used solely for its internal business purposes) or to further distribute any of the foregoing rights except to its affiliates, employees, plan participants and any other persons authorized by Client to access or use the Services.

**D. ADP Indemnity.** Subject to the remainder of this Section 4D, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

## 5. NONDISCLOSURE

All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, (c) relating to a specific employee, to the extent such employee has consented to its release, and/or (d) in order to provide the Services under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, (x) ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply; (y) ADP may use the Client's and its employees' and participants'

information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. For purposes of this Section, "**Confidential Information**" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information. Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

## 6. LIMIT ON LIABILITY

**A. Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement, ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for twelve (12) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client. The foregoing limit on liability shall not apply to (i) ADP's willful, criminal or fraudulent misconduct; (ii) the infringement indemnity set forth in Section 4D (iii) loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission; and (iv) in connection with the Tax Filing Services as provided in Section 9A, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties, in each case resulting from ADP's error or omission in the performance of such Service. The provisions of Section 6A(iv) shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.

**B. No Consequential Damages.** NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. SECURITY AND CONTROLS

**A. Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Products utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

**B. Business Continuity; Disaster Recovery.** ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

**C. Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws and data processing industry standards. For purposes of this Agreement, "**Personal Information**" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

**D. Data Security Incident Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "**Incident**"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. In the event that applicable law requires notification to individuals and others of such an Incident, ADP will take additional mitigation steps including providing assistance with the drafting and mailing of such notifications. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements.

## 8. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

**A. Termination/Suspension.** Subject to the terms of any Price Agreement and except as set forth herein, this Agreement may be terminated for any reason upon sixty (60) days' written notice by either party or by mutual agreement of the parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail. Provided, however, that in the event that Client reasonably believes that security of its system/data is endangered by any of the arrangements or conditions of this Agreement, which cannot be remedied in a timely manner, in its sole discretion Client may terminate the Agreement immediately upon notice to ADP.

**B.** Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any Site any Client Content which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. ADP may also immediately terminate this Agreement or the Services if Client has violated or, if conducting business with Client, a payee of Client, or Client subsidiary is in violation of, any of the rules or regulations promulgated by OFAC.

**C. Termination/Suspension of Payment Services.** Without limiting the foregoing, the parties agree that any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction (collectively, "**Payment Services**") involve a credit risk to ADP. Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds

from Client; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; (v) Client has any material adverse change in its financial condition; (vi) Client's violation of any applicable operating rules of the National Automated Clearing House association ("NACHA"); or (vii) with respect to the ADP Wage Payments Card Services, the Issuing Bank (as defined in an applicable addendum relating to ADP Wage Payments Card Services) cancels the Cards issued on behalf of Client. ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment Services.

**D. Post-Termination.** If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 8A and 8B, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party hereto, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with the related Services. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate. ADP shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination identified in the termination notice.

## 9. PAYROLL PROCESSING, TAX FILING & PAYMENT SERVICES

The terms of this Section 9 shall apply only to the extent Client is receiving Payroll Processing products and services hereunder.

**A. Payroll Processing, Tax Filing & Payment Services.** ADP will process payroll for Client's employees and payees, deliver pay checks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Filing Services"). For an additional fee, ADP will also process calendar year-end Forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

**B. Billing.** Payroll processing services and any other ADP Products and/or Services bundled into the pricing for the Payroll Processing services are billed immediately following Client's first payroll processing. The billing count is based on the number of pays submitted each payroll processing period, therefore total billing may fluctuate.

**C. Funding.** If Client is receiving Payment Services (as defined in Section 8B), Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy Client's third-party payment obligations in their entirety. A mandatory credit check will be performed prior to the provision of any Payment Services. ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

**D. Debits.** Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee's or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon demand and interest thereon. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

**E. Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

**F. ADPCheck™.** Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

**G. Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide ADP Tax Services, Client is responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.

**H. State Unemployment Insurance Management.** Subject to Section 13C below, Client's compliance with its obligations in Sections i and ii of this Section 9H, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.

i. **Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.

ii. **Transfer of Data.** Client may transfer the information described in Section 9.H.i to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually

acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 5, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

## 10. TIME AND ATTENDANCE

The terms of this Section 10 shall apply only to the extent Client is receiving time and attendance products and services (including Enhanced Time) hereunder. ADP Enhanced products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.

**A. Time and Attendance Products.** ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Timeclock Equipment"), time and attendance module or application, and related services (collectively, the "Time Products") described in the Sales Order. For the hosted Enhanced Time (also known as Enterprise eTIME) product only, additional license terms are available at [www.adp.com/tlmlicenseterms](http://www.adp.com/tlmlicenseterms).

**B. Billing for Services.** If Client is purchasing Enhanced Time (also known as Enterprise eTIME) counts will be based on all 'non-termed' in the time module and services billing will begin on the earlier of (i) the date that ADP Products and Services are available for use by Client in a production environment OR (ii) one hundred forty (140) days from the Effective Date. If the Services Client is purchasing pursuant to this Section 10 is bundled with payroll processing services, then billing for such services shall commence in accordance with the terms of Section 9B.

**C. Installation.** Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

**D. Use of Timeclock Equipment and Right to Inspect.** Regarding Timeclock Equipment provided on a subscription basis only, Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment, nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. Upon reasonable written notice to Client, ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.

**E. Return of Timeclock Equipment.** Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section 5 shall not apply if prior to the time of such termination or cancellation Client already purchased and paid for the Timeclock Equipment in full.

**F. Warranty.** ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

**G. Maintenance Fees.** Maintenance services for the Timeclock Equipment (set forth below in Section 8) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

**H. Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

**I. Upgrades.** In order to keep the Time Products current, ADP may from time to time perform maintenance fixes and other upgrades to the Time Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

## 11. HR AND BENEFITS

The terms of this Section 11 shall apply only to the extent Client is receiving HR and Benefits products and services hereunder.

**A. Billing for Services.** If Client is purchasing HR and Benefits services and the pricing for such Services is not bundled with Client's pricing for payroll processing services, billing for such Services will begin on the earlier of (i) the date that the services are available for use by Client in a production environment OR (ii) ninety (90) days after the Effective Date. The billing count for HR and Benefits services and the pricing for such Services is not bundled with Client's pricing for payroll processing services and is based on all unique lives in the database paid in the previous calendar month. If the Services Client is purchasing pursuant to this Section 11 are bundled with payroll processing services, then billing for such Services shall commence in accordance with the terms of Section 9B.

**B. Initial Setup Services.** Client shall promptly deliver to ADP the Client Content required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.

**C. Additional Configuration.** After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR and/or Benefits module will be charged at ADP's then current benefits maintenance fees.

**D. ADP Carrier Connection®.** If Client is receiving the Benefits products and services and elects the ADP Carrier Connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission. Client shall remain responsible for transmission of all enrollment/disenrollment data to Client's carriers other third parties authorized by Client until ADP confirms that carrier connection implementation is complete.

**E. Talent Management Services.** Talent Management Services includes Performance and Compensation Management products and services. If Talent Management Services are purchased, the following additional provisions will apply.

i. **Hiring Practices.** Client represents and warrants that it will use Talent Management Services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services, or with any compensation decisions in connection with the compensation management services.

ii. **Customized Content.** Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through Talent Management Services, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by the Talent Management Services may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.

iii. **Sensitive Data.** If Client implements the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

## 12. ADP WORKFORCE NOW® HCM HACKETT-CERTIFIED™ BEST PRACTICE ADVISORY PROGRAM

The terms of the attached Appendix 1 shall apply only to the extent Client receives the ADP Workforce Now® HCM Hackett-Certified™ Best Practice Advisory Program services hereunder.

## 13. MISCELLANEOUS

**A. Inducement; Entire Agreement; Modification.** Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.

**B. Third-Party Beneficiaries.** With respect to the ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 3 and 6 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 3 and 6 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including Client's employees and/or any taxing authority) by virtue of this Agreement.

**C. Force Majeure.** Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

**D. Non-Hire.** During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

**E. Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

**F. Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

**G. Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.

**H. Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

**I. Governing 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.

**J. Arizona Limitation of Claims.** No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than six (6) years after Client becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action. (A.R.S. § 12-548)

**K. Regulatory Notice.** No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

**L. Use of Agents.** ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

**M. Conflicts Clause.** In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.

**N. Counterparts.** This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**O. Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. However, ADP may assign its rights and obligations under this Agreement to a commonly controlled affiliate of ADP without the prior written notice or consent of Client in order for such affiliate to perform any or all of the Services, provided that ADP will remain responsible for the performance of such Services.

**P. Notices.** All notices, including any notices of termination in accordance with Section 7 herein, shall be in writing and shall be delivered or sent by recognized courier or registered or certified mail, return receipt requested, to Client at the address indicated on the face hereof and to ADP, General Counsel – Major Accounts, One ADP Boulevard, Roseland, NJ 07068, or to such other addresses as the parties shall specify by notice given pursuant hereto.

**Q. Cancellation for Conflict of Interest.** This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

**R. Non-Discrimination.** 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, the Americans with Disabilities Act, and any State law that mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, veteran's status, genetic code or national origin shall have equal access to employment and educational opportunities.

**S. 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 Agreement and, in addition, agree that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214. Notwithstanding the foregoing, any such audits or inspections shall not take place at ADP facilities and shall not include inspection of ADP's data centers or require disclosure of ADP Confidential Information.

**T. 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.

**U. Approval of this Agreement.** Before the Agreement shall become effective and binding upon the parties, it must be approved by the Client's Board of Supervisors. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

**IN WITNESS WHEREOF**, this Agreement is hereby executed by an authorized representative of each party hereto and shall be effective on the Effective Date set forth above.

ADP, LLC	CLIENT
<b>ADP Representative</b> _____	<b>Client Signature</b> _____
<b>Name</b> _____ (type or print)	<b>Name</b> _____ (type or print)
<b>Title</b> _____ <b>Date</b> _____	<b>Title</b> _____ <b>Date</b> _____

**ADDENDUM**  
to  
**MAJOR ACCOUNTS AGREEMENT**  
between  
**ADP, LLC**  
and  
**County Of Cochise**

This Addendum, made as of the 1st day of May, 2018 ("Effective Date"), by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068, and County of Cochise, having a principal place of business at 1415 W. Melody Lane Building, Bisbee, Arizona 85603, ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Agreement between ADP and Client (the "Agreement").

WHEREAS, Client desires to receive Essential ACA services from ADP; and

WHEREAS, ADP is willing to provide such services;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

The following new terms shall be added to the Agreement:

- 1. Description.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA solution") to Client in accordance with the terms of this Agreement. Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of 1094c and 1095c forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to receive the Essential ACA solution. The Essential ACA services will commence for the 2016 filing period.. ADP will not assist with the 2015 filing period. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
- 2. Billing for Services.** If Client is purchasing Essential ACA Services and the pricing for such Services is not bundled with Client's pricing for payroll processing services, billing for such Services will begin on the earlier of (i) the date that the services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. If the Services Client is purchasing pursuant to this Addendum are bundled with payroll processing services, then billing for Essential ACA Services shall commence in accordance with the billing for those Services.
- 3. Delivery of Client Content.** Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.
- 4. Client ACA Liaison.** Prior to the commencement of ADP's provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the Essential ACA solution (the "Client ACA Liaison"). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
- 5. Client Instructions.** In the event ADP shall have any questions relating to a particular set of facts or Client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Addendum.
- 6. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S).**
- 7. Implementation Services.** ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of Sections 8 and 9 below. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner.
- 8. Conversion of Data; Required Timeline.** Client shall provide to ADP such applicable Client files, databases and other information (the "Client Files") as is necessary to permit the Essential ACA solution to be performed. Client must provide the Client Files to ADP by November 1<sup>st</sup> of the year preceding the year in which the preparation and electronic filing of the Forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of the Forms in January 2017, Client must provide the Client Files in accordance with the terms and conditions of this Addendum, and such Client Files must be accepted and converted by ADP by November 1, 2016. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. With Client's pre-approval, ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1<sup>st</sup>. in any given year, ADP will not provide the preparation and electronic filing of the Forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. Client is responsible for the accuracy of all Client Files and will review for accuracy the preview of the Forms prior to filing. In the event that a Form 1094-C or 1095-C needs to be refiled due to an inaccuracy in the Client Files, Client will be billed for such refile. The obligations described in this Section 7 shall apply to ongoing provision of Client Files to ADP by Client.

**9. Project Lead.** Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Addendum or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.

**10. Licensed Entity.** Notwithstanding the use in this Addendum of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP or such licensed third party as determined by ADP.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

**IN WITNESS WHEREOF**, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

**ADP, LLC**

**CLIENT**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Essential ACA Services Statement of Work

<b>TAXPAYER LEGAL NAME:</b> County Of Cochise			
<b>LEGAL ADDRESS</b> 1415 W. Melody Lane Building F Bisbee, AZ 85603		<b>CITY, STATE, ZIP</b>	<b>COUNTY</b>
<b>PAYROLL CONTACT</b>		<b>EXECUTIVE CONTACT</b>	
<b>PHONE</b>	<b>EMAIL</b>	<b>PHONE</b>	<b>EMAIL</b>

<b>Historical ACA Hours Data Conversion: Need depends on actual ADP Payroll Start Date</b>	
*Historical Hours will allow Workforce Now to calculate 'ACA Benefit Status'. Without system calculation, client can code employees as 'Part Time' or 'Full Time'. Options below vary based on the extent of history the client wishes to bring over.	
<b>Option 1:</b>	<b>Client does not need or already has hours history in Workforce Now</b>
<input type="checkbox"/>	Check here if client does not need options 2, 3, 4 or 5 below; If not checked, please select ONLY one of the 4 options listed below
<b>Option 2:</b>	<b>ACA Historical Hours Import:</b> When client elects to upload up to 12 months of hours history themselves
<input type="checkbox"/>	Client Elects: No Charge
<b>Option 3:</b>	<b>ACA Historical Hours Import*:</b> When up to 18 months of hours history is required
<input type="checkbox"/>	Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$1,000 Conversion Fee (SCN: 4Z F00302)
<b>Option 4:</b>	<b>ACA Historical Hours Import*:</b> When up to 36 months of hours history is required
<input type="checkbox"/>	Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: \$1,500 Conversion Fee (SCN: 4Z F00301)
<b>Option 5:</b>	<b>Full Check History Conversion*:</b> When importing up to 4 years' worth of history is needed
<input type="checkbox"/>	Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor Client Elects: For 1-999 pay size: \$2,600 Conversion Fee; Clients 1000+ pays should call for quote (SCN: 4Z F00300)
<b>*For Options 3, 4 or 5, Letter Agreement Required AND must provide prior vendor name.</b>	
<b>Note here:</b>	

<b>The following Terms &amp; Conditions apply only if client selects Option 3, 4 or 5 above.</b>			
Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the Statement of Work ("SOW") as set on the effective date shall not change, but any changes or additions to the SOW shall be subject to price changes in the normal course of business, at ADP's discretion.			
Upon completion of the services under this SOW, Client will immediately notify ADP if the services and deliverables outlined in this SOW have not been satisfactorily delivered. Services, including any deliverable, provided under this SOW will be deemed accepted by Client unless Client notifies ADP within 10 business days of the date of completion of such services.			
In the event that Client terminates this SOW or the Agreement and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP within 5 days of receipt of invoice.			
<b>This SOW is an addendum to the Major Accounts Agreement or similar agreement for the provision of services by ADP executed by the parties and is incorporated by reference as if fully set forth herein. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this SOW shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this SOW.</b>			
<b>ADP Representative:</b>	<b>Date:</b>	<b>Client Authorization:</b>	<b>Date:</b>

**MAJOR ACCOUNTS GUARANTEED  
SIXTY MONTH  
PRICE AGREEMENT**

ADP, LLC ("ADP") is pleased to provide ("Client") with a Guaranteed Price Agreement ("Price Agreement") covering the Services purchased by Client on the signature date below, for the sixty month period following the Effective Date ("Initial Period"), subject to the terms and conditions set forth in this agreement.

This agreement encompasses all listed codes and any future codes that may be added under the above listed parent code. Accordingly, in consideration of the mutual agreements set forth below, ADP and Client agree as follows:

1) **Price Increase:** During the Initial Period, ADP will limit the price increase on Services provided to Client in accordance with and subject to the following:

The fees set forth in the Workforce Now Sales Order will remain fixed for two (2) years following the Effective Date. During the remainder of the Initial Period, ADP will increase the fees for the Services on each anniversary of the Effective Date thereafter by two-and-a-half percent (2.5%).

Items specifically excluded from this Price Agreement are delivery, reverse wire fees, jurisdiction fees, maintenance fees, year-end services, and any pass-through fees for the Screening Services described in the Screening Services Addendum, if applicable. In the month following the completion of the Initial Period, Client's prices will be subject to the same annual price increases as ADP applies to its other clients of similar size and product utilization unless a new Price Agreement is signed by both parties. Notwithstanding the foregoing, ADP may pass on any new or increased fees assessed on a particular product by any governmental source or third party vendor at such time as ADP is subject to such new or increased fees.

2) **Guaranteed Term:** As consideration for the sixty month guaranteed price period, Client agrees to purchase the Services for a minimum guaranteed term of sixty months commencing with the Effective Date, and thereafter, Client's agreement to purchase the Services shall remain in effect until cancelled by Client or ADP with ninety (90) days prior written notice. For purposes of this agreement "Guaranteed Term" shall mean the Initial Period.

3) **Early Termination Fee:** If Client terminates this agreement to purchase Services prior to the end of the Initial Period; Client agrees to pay ADP an early termination fee of five months of average monthly processing fees for the Services (based on an average of the last twelve full months of processing prior to the date of termination). Following the Initial Period, if Client terminates this agreement to purchase Services on less than ninety (90) days' written notice, Client agrees to pay ADP for the Services through the end of the ninety (90) day notice period (based on the average monthly processing fees for the Service). If Client fails to pay the early termination fee or other amounts due hereunder, Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client. The termination penalty will be waived in the event there is a material breach by ADP of any material warranty, term, condition, or covenant of the Agreement and ADP fails to cure such breach within the timeframe provided in such Agreement.

This Price Agreement supplements and does not supersede any terms of the overriding Agreement of which it is a part. This Agreement is not valid unless signed by both parties. In the event Client has an existing price agreement in place, this Price Agreement replaces any prior price agreement governing the same services.

**IN WITNESS WHEREOF**, this Agreement is hereby executed by an authorized representative of each party hereto and shall be effective on the Effective Date set forth above.

ADP, LLC	CLIENT
ADP Representative _____	Client Signature _____
Name _____ (type or print)	Name _____ (type or print)
Title _____ Date _____	Title _____ Date _____

**Workforce Now Sales Order**

**Client Legal Name and Address:**

County Of Cochise  
 1415 W. Melody Lane  
 Building F  
 Bisbee, AZ 85603

**Pricing:**

One-time Implementation Fees	Quantity	Rate	Frequency	One-time Cost	Based on
<b>HR/Payroll Services</b>				<b>\$50,300.00</b>	
<i>CORE IMPLEMENTATION</i>					
Workforce Now				\$19,400.00	
Workforce Now HR				\$10,000.00	
Workforce Now Benefits				\$13,000.00	
Workforce Now Compensation				\$2,700.00	
Workforce Now Performance				\$2,700.00	
Document Cloud				\$2,500.00	
<i>CUSTOM IMPLEMENTATION</i>					
Professional Services, NTE 40 hours				Included	
<b>Time &amp; Attendance Services</b>				<b>\$40,000.00</b>	
<i>CORE IMPLEMENTATION</i>					
Workforce Now Hosted Enhanced Time				\$30,000.00	
<i>IMPLEMENTATION ADD-ONS</i>					
Enterprise eTIME Leave				\$10,000.00	
<b>Essential ACA Solution</b>				<b>\$4,000.00</b>	
ACA Services				\$4,000.00	
<b>Total One-time Fees</b>				<b>\$94,300.00</b>	

Ongoing Services Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based on
<b>HR/Payroll Services</b>	<b>1,000</b>			<b>\$131,338.00</b>	
Document Cloud	1,000	\$0.65	PEPM	\$7,800.00	
Year End Processing - W-2	1,100	\$2.98	form	\$3,278.00	Includes W-2's, Earnings Summary Statements, Year-end W&T Reports on paper & CD, W2 Preview CD with W&T
<i>CORE APPLICATION</i>					
Workforce Now	0	\$0.00	pepp	\$0.00	Includes up to 4 standard Carrier Connections. ee/month for WFN HR and Benefits shall mean employee count is based on the number of unique paid employees.
Workforce Now HR	1,000	\$1.98	ee/month	\$23,760.00	
Workforce Now Benefits	1,000	\$2.50	ee/month	\$30,000.00	
Workforce Now Compensation	1,000	\$0.55	ee/month	\$6,600.00	
Workforce Now Performance	1,000	\$0.55	ee/month	\$6,600.00	

Ongoing Services Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based on
<b>PAYROLL PROCESSING</b>					
Workforce Now Expanded Payroll	1,000	\$2.05	pay	\$53,300.00	Includes Benefit Accruals, Payroll QuickView, Check View, External Paydata Interfaces PQV Net, Labor Distribution, 24-hour Service, Archived Employees
<b>HOSTING</b>					
Payroll and HR Employee and Manager Self Service with Portal	1,000	\$0.00	ee/month	\$0.00	
Hosting	1	\$0.00	month	\$0.00	
<b>ADP WAGE PAYMENTS SERVICES</b>					
ADP iPayStatements	1,000	\$0.00	pay	\$0.00	
iReports	1,000	\$0.00	pay	\$0.00	
<b>REPORTING AND COMMUNICATION</b>					
ADP GL	1,000	\$0.00	pay	\$0.00	
New Hire Reporting Service	220	\$0.00	transaction	\$0.00	
<b>WAGE GARNISHMENTS</b>					
Wage Garnishments Processing Service (WGPS) - Payments	100	\$0.00	payment	\$0.00	
Wage Garnishments Processing Service (WGPS) - Service	1,000	\$0.00	pay	\$0.00	
<b>EMPLOYMENT TAX SERVICES</b>					
Total Tax Plus	1,000	\$0.00	pay	\$0.00	
State/Local Fees	0	\$9.00	jurisdiction	\$0.00	First state and local jurisdiction per company code included at no charge
<b>OTHER OPTIONS</b>					
Content Management	1	\$0.00	month	\$0.00	
<b>Time &amp; Attendance Services</b>	<b>1,000</b>			<b>\$46,800.00</b>	
<b>CORE APPLICATION</b>					
Workforce Now Hosted Enhanced Time	1,000	\$3.10	ee/month	\$37,200.00	Includes hosting, web access and 1 supervisor/manager per 10 employees (core).
<b>ADD-ON FEATURES</b>					
Enterprise eTIME Leave	1,000	\$0.80	ee/month	\$9,600.00	
<b>Essential ACA Solution</b>				<b>\$10,800.00</b>	
Essential ACA Compliance	1,000	\$0.90	ee/month	\$10,800.00	
<b>Total Ongoing Services Fees</b>				<b>\$188,138.00</b>	

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES.

ADP, LLC		CLIENT	
Signature _____		Signature _____	
Name _____ (type or print)		Name _____ (type or print)	
Title _____ Date _____		Title _____ Date _____	