



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

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, October 9, 2018 at 10:00 AM

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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

CALL TO THE PUBLIC

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

PRESENTATION

Presentation by Jesus Duarte, Health Educator, Douglas Youth Coalition regarding the emerging policy strategy to reduce youth tobacco use and increasing the tobacco sale age to 21.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 25, 2018.

Finance

2. Approve demands and budget amendments for operating transfers.

Workforce Development

3. Approve the reappointment of Mr. Matt Bolinger and appointment of Mrs. Jennifer Martin to the Local Workforce Development Board to fill an unexpired term, effective immediately through 6/30/2022.

ACTION

Board of Supervisors

4. Approve Memorandum of Understanding 2018-096 between the Department of Public Safety and Cochise County in the amount of \$166,666.67 to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime, effective July 1, 2018 through June 30, 2019.

Fleet Services

5. Approve contract award for the purchase of a Moffett MX8 Forklift from Hiab USA Incorporated, located in Phoenix, Arizona in the amount of \$56,304.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

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

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

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 10/09/2018

Douglas Youth Coalition Presentation

Submitted By: Briggita Hodges, Health & Social Services

Department: Health & Social Services

Presentation: PowerPoint

NAME of PRESENTER: Jesus Duarte **TITLE of PRESENTER:** Health Educator

ORGANIZATION NAME of PRESENTER: Douglas Youth Coalition

Information

Agenda Item Text:

Presentation by Jesus Duarte, Health Educator, Douglas Youth Coalition regarding the emerging policy strategy to reduce youth tobacco use and increasing the tobacco sale age to 21.

Background:

The Tobacco 21 ordinance was passed in Douglas in August 2017. Youth Coalition members will present facts about why the Ordinance was passed, what the process entailed, and the benefits of this type of Ordinance.

The process to implement the Tobacco 21 Ordinance in Douglas began in early 2017 by the Douglas Youth Health Coalition and CHSS Tobacco Prevention Health Educator, Jesus Duarte. The coalition surveyed the community, both adults and high school age students. They also educated local tobacco vendors and the general public of the effects of passing this type of Ordinance. The information was presented to the Douglas City Council several times prior to August 2017. The Ordinance was unanimously passed.

To BOS Staff: Document Disposition/Follow-Up:

This is an awareness presentation. Thank you!

Attachments

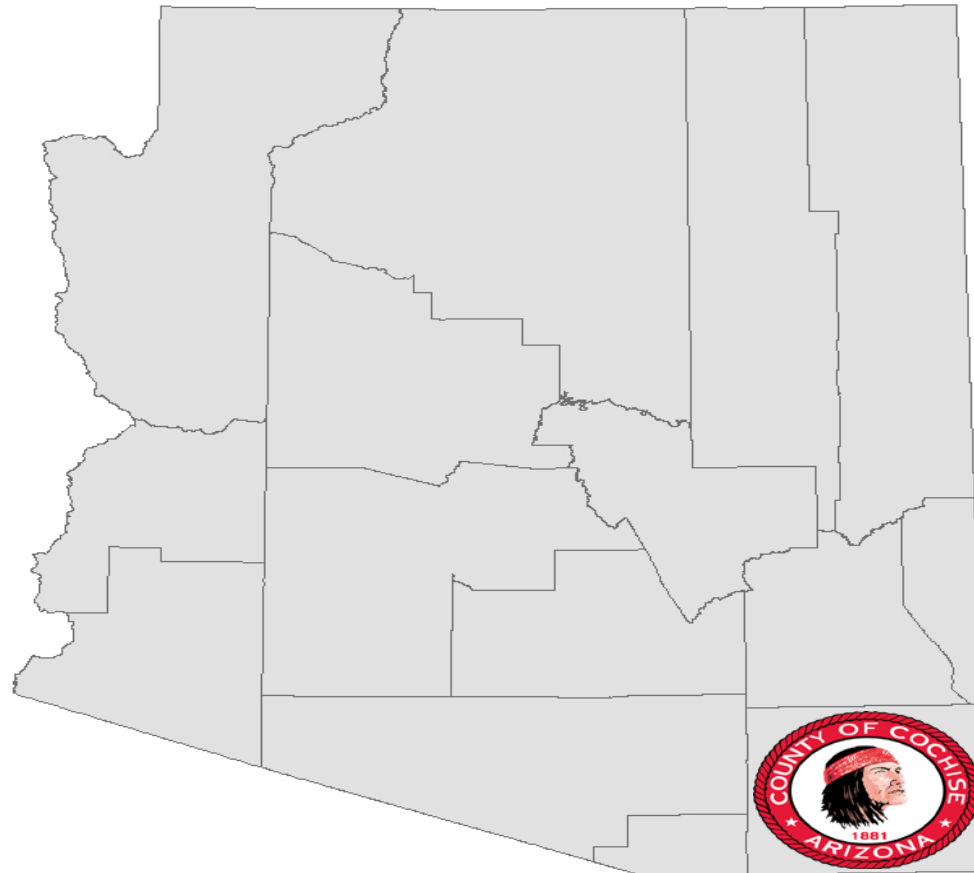
[Presentation](#)

[Executive Summary Form](#)

Cochise County

Cochise Health & Social Services
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Youth Health Coalition



Land of Legends

TOBACCO
~~eighteen~~ **twenty-one**

The Road to Tobacco 21 in Douglas



Our Mission



Our mission is to inspire the community about health issues with service, fun group activities and personal examples.



Our Vision



Our Vision is a safe healthy community where positive opportunities and healthy decisions create positive lifestyles.



SERVICE to our COMMUNITY



NOT just about Tobacco!!!



**Get Out And Play Day at
Airport Park**



SERVICE to our COMMUNITY

Reading to school kids



Alcohol Awareness

Movie Nights at the Park



SERVICE to our COMMUNITY



Cochise County Fair 2012-2017



Cochise Health & Social Services
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Cochise County Youth Health Coalition

SERVICE to our COMMUNITY



Bike Track, Alley Clean Up, Trunk or Treat



SERVICE to our COMMUNITY

SMOKE FREE PARK ORDINANCE



Meeting with Community Leaders



SERVICE to our COMMUNITY

MAYORAL COMMUNITY FORUM

**YOUR CHANCE TO
MEET THE CANDIDATES**



CANDIDATE FORUM

THURSDAY, MARCH 3

6:00 – 7:30 PM

CITY COUNCIL CHAMBERS



Mr. Luis
Greer



Mr. Mitch
Lindemann



Mr. Robert
Uribe



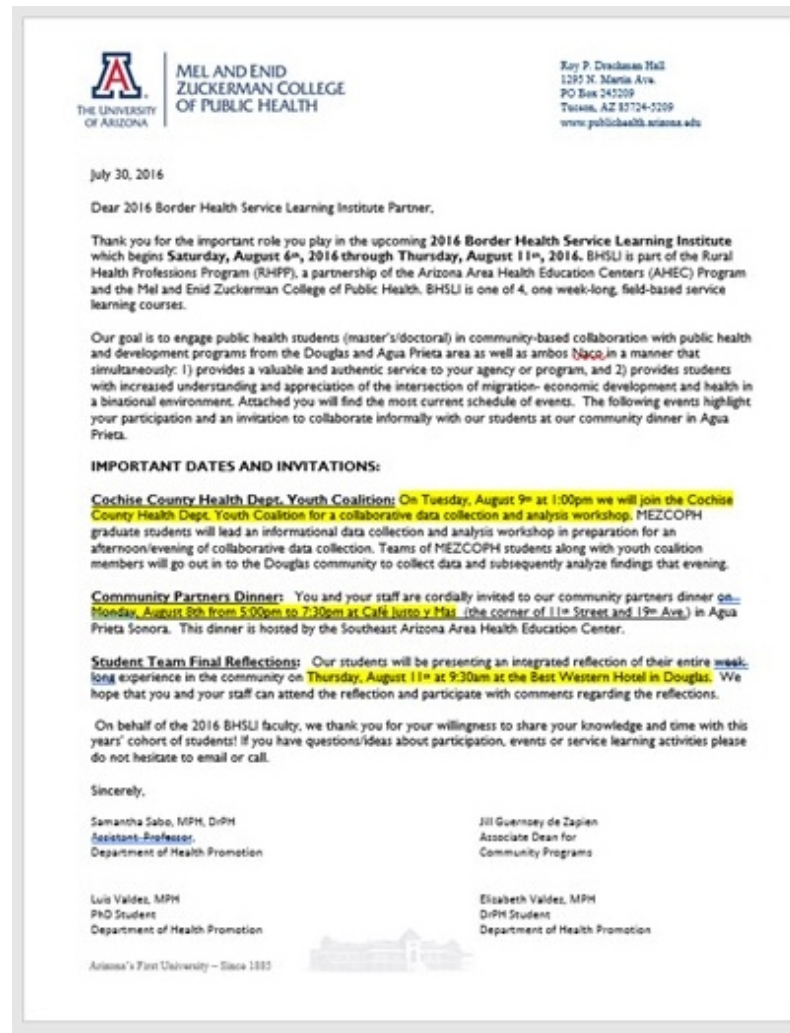
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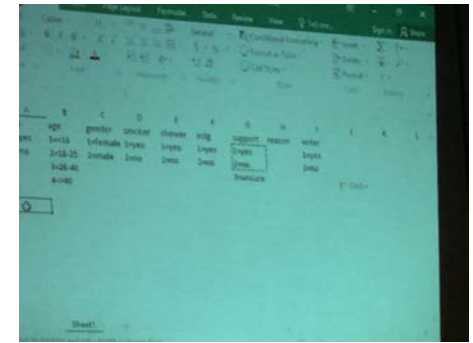
Cochise County Youth Health Coalition

UA Border Health Service Learning



UA Border Health Service Learning

Community Assessment



TOBACCO 21

TOBACCO
eighteen twenty-one



HOME | STATE BY STATE | NEWS ARCHIVE | ADVOCACY MATERIALS | ABOUT US

CRITICAL ISSUES

E-CIGARETTES & TEENS

NICOTENE BRAIN

ALCOHOL TO 21

STATE BY STATE

340+ Cities & Counties in **21** States

Click on any state for more information



Letter to the Editor

The screenshot shows a web browser window with the URL https://www.douglasdispatch.com/opinion/letters_to_editor/dcrew-asking-for-your-support-at-april-council-m.... The page features the Douglas Dispatch logo and a navigation menu with categories like NEWS, SPORTS, OPINION, OBITS, EVENTS, and PUBLIC NOTICES. The temperature is shown as 86°. A banner for AngelSoft is visible. The main article is titled "DCrew asking for your support at April 12 council meeting" and is dated Apr 7, 2017. The article text reads: "Dear Editor: We are the Cochise County Youth Health Coalition, also known as D-Crew. We are a group of high school students who come together as one to fight against the use of tobacco. On April 12, the DCrew members will be asking our Mayor and City Council to pass a city ordinance that will raise the legal age for purchasing tobacco products. In March of 2015, the Institute of Medicine released the results of a study that estimated that raising the tobacco-purchasing age to 21 would reduce smoking among 15 to 17 year olds by 25 percent, and 18 to 20-year-olds by 15 percent. Many thousands of kids will live longer, healthier". The Windows taskbar at the bottom shows the time as 6:17 PM on 9/27/2018.



Presentation to Mayor and Council

https://www.douglasdispatch.com/news/dcrew-calls-for-tobacco/article_52928d12-2644-11e7-a3b8-3fc645609...

DOUGLAS DISPATCH

NEWS SPORTS OPINION OBITS EVENTS PUBLIC NOTICES

hook! BEST PRICE GUARANTEED! VIEW DEALS NOW

DCrew calls for Tobacco 21

BY AALIYAH MONTOYA | DOUGLAS DISPATCH Apr 20, 2017

DCrew member, Makenzie Duarte talks about the Tobacco 21 initiative at this month's city council meeting.

The Cochise County Youth Health Coalition, a group of local high school students, asked the City mayor and council to adopt a policy change that would raise the legal age to buy tobacco products from 18 to 21 in Douglas.

The coalition, also known as DCrew, made a presentation on their Tobacco 21 initiative at this month's mayor and council meeting, held on April 12 at City Hall.

The DCrew has been active in Douglas since 2011, and in 2015 they worked with the former mayor and council to adopt Airport Park as the first smoke-free park in the community.

6:22 PM 9/27/2018



Drafting the Ordinance and First Reading

https://www.douglasdispatch.com/news/council-moves-tobacco-jordan-receives-key-to-city/article_8370412c-...

DOUGLAS DISPATCH

NEWS SPORTS OPINION OBITS EVENTS PUBLIC NOTICES

85° SUBSCRIBE

bookit.com BEST PRICE GUARANTEED!

FEATURED DEAL Dreams Riviera Cancun Resort and Spa **\$280** Per Guest Nightly **VIEW DEALS NOW**

Council moves Tobacco 21, Jordan receives Key to City

AALIYAH MONTOYA | DOUGLAS DISPATCH May 17, 2017 0

Submit Your News

We're always interested in hearing about news in our community. Let us know what's going on!

NOW PLAYING Don't Miss! - 09/27 Preview

NEXT Don't Miss! - 09/27 Preview

6:21 PM 9/27/2018



Douglas Second AZ City to Pass T21

https://www.douglasdispatch.com/features/city-adopts-final-budget-douglas-nd-city-in-az-to/article_bcd21daa...

DOUGLAS DISPATCH

NEWS SPORTS OPINION OBITS EVENTS PUBLIC NOTICES

85° SUBSCRIBE

NO ARTIFICIAL INGREDIENTS

City adopts final budget, Douglas 2nd city in AZ to pass Tobacco 21

AALIYAH MONTOYA | DOUGLAS DISPATCH Jul 18, 2017

Members of the Cochise County Youth Health Coalition smile after the second approval of their Tobacco 21 ordinance at last month's council meeting. Aaliyah Montoya/Douglas Dispatch

The City of Douglas Mayor and Council adopted its operating budget for 2017/2018, during a public meeting held July 12.

The final adoption follows a draft budget presentation, which was presented during a joint Finance Committee and council meeting held on June 13, and the adoption of a tentative budget on June 29.

6:20 PM 9/27/2018



KEY Points to Ordinance

THE FIVE

- **Not punitive to smokers**
- **More difficult for high school students to have access**
- **Delays initiation**
- **21 year-old usually not hanging around with high school students**
- **Easier for retailers because of the AZ ID's**



Compliance CHECKS

ABOUT COUNTER STRIKE

When teens have easier access to tobacco, more of them will get addicted. Counter Strike is about teenagers making a difference in their community by working with local law enforcement to identify stores that sell tobacco to minors.

Be the Change.

In Arizona, it's illegal for youth under 18 to buy tobacco. Even still, every tobacco product that minors purchase illegally still makes money for tobacco companies.

Counter Strike is your chance to participate and be the difference. Along with a special investigator, teens enter a store and try to buy tobacco. If the clerk sells it to them, they may be given a citation and fined \$300. The business may also be fined up to \$1000. If the clerk refuses to sell, they are notified of the inspection and thanked for keeping tobacco away from teens.

Counter Strike is a partnership of STAND and the Arizona Attorney General's Office.



Questions?



Closing Comments

Thank you for your time.

*Cochise County Youth Health Coalition
DCrew*

Jesus Duarte

Health Educator

Cochise Health and Social Services

1012 N. G Ave, Ste 101

Douglas, AZ 85607

520-805-5607 phone

520-364-5453 fax

jduarte@cochise.az.gov



Cochise Health & Social Services

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Cochise County Youth Health Coalition

Executive Summary Form

Agenda Number: (Integrated IGA) 4215

Recommendation:

A presentation will be delivered to the BOS by the Douglas Youth Coalition regarding the emerging policy strategy to reduce youth tobacco use and increasing the tobacco sale age to 21.

Background (Brief):

The Tobacco 21 ordinance was passed in Douglas in August 2017. Youth Coalition members will present facts about why the Ordinance was passed, what the process entailed, and the benefits of this type of Ordinance.

The process to implement the Tobacco 21 Ordinance in Douglas began in early 2017 by the Douglas Youth Health Coalition and CHSS Tobacco Prevention Health Educator, Jesus Duarte. The coalition surveyed the community, both adults and high school age students. They also educated local tobacco vendors and the general public of the effects of passing this type of Ordinance. The information was presented to the Douglas City Council several times prior to August 2017. The Ordinance was unanimously passed.

Fiscal Impact & Funding Sources: n/a

Next Steps/Action Items/Follow-up: n/a – awareness presentation only

Impact of Not Approving: n/a – awareness presentation only

Regular Board of Supervisors Meeting

Meeting Date: 10/09/2018

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of September 25, 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

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, September 25, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, September 25, 2018 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Peggy Judd, Chairman (telephonic); Patrick G. Call, Vice-Chairman; Ann English, Supervisor

Staff Present: Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Kim Lemons, Deputy Clerk of the Board; Amanda Baillie, Public Information Officer

Vice-Chairman Call called the meeting to order at 10:12 a.m.

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

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.

Vice-Chairman Call opened the call to the public.

Ms. Tricia Gerrodette voiced her concerns about the Wellspring Water District Board elections.

No one else chose to speak and Vice-Chairman Call closed the call to the public.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 11, 2018.
2. Adopt Resolution 18-19 approving the cancellation of uncontested board elections for Special District governing boards listed pursuant to A.R.S. 16-410, and appoint the candidates who filed for the Special District governing board, or declare seats vacant if an insufficient number of candidates giving all those appointed the same powers and duties in accordance with the law.

3. Approve an application for a Temporary Extension of Premises liquor license submitted by Mr. Leonel Urcadez for Gay 90s Bar located at 3856 S. Towner Avenue, Naco, AZ 85620 on September 29, 2018 through September 30, 2018, for the 1st Annual Fight for Life Cancer benefit, Vintage Car & Motorcycle gathering.
4. Approve the proposed settlement of the Small Tax Appeal in Rich, Tate A. v. Cochise County, CV201800198, now pending in Cochise County Superior Court.

Community Development

5. Accept Letter of Commitment to have the Cochise County Board of Supervisors commitment to serve as the lead coalition member, grantee, fiscal agent for the Brownfields Coalition Assessment Grant in the amount of \$600,000, effective Fiscal Year 2019 and to be used over a three year period.
6. Accept the County Engineer's recommendation and approve a Public Hearing for October 23, 2018 to establish a portion of Robbs Road as a County Highway.

Finance

7. Approve demands and budget amendments for operating transfers. Warrants Nos. 28348-28698 were issued in the amount of \$2,037,527.68.

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

Supervisor English moved to approve items 1-7 on the consent agenda. Chairman Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

8. Approve a Person Transfer/Location Transfer liquor license application for a series #6 (Bar) license submitted by Mr. Chiragkumar R. Patel for Rookies #2, located at 4301 S. Highway 92, Sierra Vista, AZ 85630.

Ms. Lemons, Deputy Clerk of the Board, presented this item. Ms. Lemons said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the Development Services Department has recommended approval; and the Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business. There have been no formal protests and the \$100.00 processing fee has been paid. Board staff recommended approval.

Vice-Chairman Call opened the public hearing.

No one chose to speak and Vice-Chairman Call closed the public hearing.

Supervisor English made a motion to approve a Person Transfer/Location Transfer liquor license application for a series #6 (Bar) license submitted by Mr. Chiragkumar R. Patel for

Rookies #2, located at 4301 S. Highway 92, Sierra Vista, AZ 85630. Chairman Judd seconded the motion.

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

ACTION

Health & Social Services

9. Approve Intergovernmental Agreement (IGA) ADHS19-207425 for Women Infant Children Services (WIC) and the Breastfeeding Peer Counselor Program (BFPC) between the Arizona Department of Health Services and Cochise Health and Social Services with funding for Fiscal Year 2019 in the amounts of \$581,930 for WIC and \$48,500 for BFPC, effective October 1, 2018 through September 30, 2023.

Mr. Gilligan stated that this not a new program and that it is very successful.

Supervisor English reiterated the success of the program.

Supervisor English made a motion to approve Intergovernmental Agreement (IGA) ADHS19-207425 for Women Infant Children Services (WIC) and the Breastfeeding Peer Counselor Program (BFPC) between the Arizona Department of Health Services and Cochise Health and Social Services with funding for Fiscal Year 2019 in the amounts of \$581,930 for WIC and \$48,500 for BFPC, effective October 1, 2018 through September 30, 2023. Chairman Judd seconded the motion.

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

Ms. Gilligan arrived late and gave additional information to the Board.

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

Mr. Gilligan said there is a special meeting today concerning revisions to certain County policies and a work session this afternoon regarding amendments to the SEACOM IGA.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call deferred his report.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Chairman English noted a couple of community events and said she will be attending the CSA legislative summit next week.

Vice-Chairman Call adjourned the meeting at 10:21 a.m.

APPROVED:

Patrick G. Call, Vice-Chairman

ATTEST:

Kim Lemons, Deputy Clerk of the Board

C Co. Demands 9.25.18

28262	09/06/2018	A+ Language Services	\$525.00	28339	09/06/2018	Cochise Private Industry Council, Inc.	\$147,255.00
28263	09/06/2018	ADW Communications Services, Inc.	\$144,566.08	28340	09/06/2018	Duarte, Pablo	\$351.05
28264	09/06/2018	AZ Coalition for Victim Services	\$400.00	28341	09/06/2018	Gonzales, Dawn	\$203.00
28265	09/06/2018	AZ Dept. of Corrections	\$972.26	28342	09/06/2018	Granite Construction Company	\$900.18
28266	09/06/2018	AZ State Forestry Division	\$1,532.18	28343	09/06/2018	James, Shanna	\$139.40
28267	09/06/2018	AZ State Land Dept.	\$288.61	28344	09/06/2018	Payless Rent A Car	\$1,398.18
28268	09/06/2018	AZ State Prison Complex	\$1,224.61	28345	09/06/2018	Watkins, Krist-Anah	\$203.00
28269	09/06/2018	AZ Water Company	\$229.72	28346	09/07/2018	AFLAC	\$9,279.94
28270	09/06/2018	August, Kimberly Ann	\$200.00	28347	09/07/2018	AZ Dept. of Administration-Risk Management	\$2,462.52
28271	09/06/2018	Azam, Syed T.	\$1,250.00	28348	09/11/2018	Amazon.com LLC	\$112.08
28272	09/06/2018	Backbone Communications	\$4,500.00	28349	09/11/2018	AZ Dept. of Corrections	\$482.14
28273	09/06/2018	Banner-University Physicians Healthcare, Inc.	\$875.00	28350	09/11/2018	AZ Dept. of Transportation	\$1,854.43
28274	09/06/2018	Beacon Secure	\$50.00	28351	09/11/2018	AZ Water Company	\$52.80
28275	09/06/2018	Benson, City of	\$277.89	28352	09/11/2018	AZ Water Company	\$1,713.49
28276	09/06/2018	Benson, City of	\$48.86	28353	09/11/2018	Bisbee NAPA	\$1,160.44
28277	09/06/2018	Boone, Stephanie	\$100.00	28354	09/11/2018	Blackstone Audio, Inc.	\$313.46
28278	09/06/2018	Bowie Water Improvement District	\$45.48	28355	09/11/2018	Bowie Water Improvement District	\$90.96
28279	09/06/2018	Cable One	\$147.57	28356	09/11/2018	Butler, Barry	\$100.00
28280	09/06/2018	Canyon Vista Medical Center	\$880.94	28357	09/11/2018	Butler, Steven R	\$64.24
28281	09/06/2018	CenturyLink	\$63.28	28358	09/11/2018	Canyon Vista Medical Center	\$8,100.00
28282	09/06/2018	CenturyLink	\$31.62	28359	09/11/2018	Cengage Learning, Inc. dba GALE	\$95.18
28283	09/06/2018	CenturyLink	\$2.36	28360	09/11/2018	Center for Disease Detection, LLC	\$840.00
28284	09/06/2018	CenturyLink	\$157.63	28361	09/11/2018	CenturyLink	\$3,282.51
28285	09/06/2018	CenturyLink	\$32.57	28362	09/11/2018	CenturyLink	\$6,053.19
28286	09/06/2018	Cintas Corporation No. 445	\$155.84	28363	09/11/2018	CenturyLink	\$99.55
28287	09/06/2018	Cintas Fire Protection	\$1,948.64	28364	09/11/2018	Cintas Fire Protection	\$607.43
28288	09/06/2018	Clear Springs Utility, Inc.	\$120.53	28365	09/11/2018	Dadd, Richard	\$200.00
28289	09/06/2018	CNS Business Forms, Inc	\$1,732.68	28366	09/11/2018	Douglas, City of	\$133.86
28290	09/06/2018	Cochise Family Advocacy Center	\$3,450.00	28367	09/11/2018	Ebersole, Karlos	\$115.97
28291	09/06/2018	Cochise Lock and Safe, Inc.	\$5,038.99	28368	09/11/2018	Election Systems & Software LLC	\$3,830.01
28292	09/06/2018	Commercial Office Resource Env.,LLC	\$136.83	28369	09/11/2018	Elfrida Water Improvement District	\$77.86
28293	09/06/2018	Copper Queen Community Hospital	\$7,406.17	28370	09/11/2018	English, Ann S.	\$666.55
28294	09/06/2018	Copygraphix Inc.	\$26,580.87	28371	09/11/2018	Federal Express Corporation	\$29.12
28295	09/06/2018	CRM of America LLC	\$6,402.95	28372	09/11/2018	Fitts, George	\$200.00
28296	09/06/2018	Deluxe Business Forms	\$60.75	28373	09/11/2018	Harding, Jerry	\$845.00
28297	09/06/2018	Douglas, City of	\$3,151.35	28374	09/11/2018	Hatfield Funeral Home	\$1,150.00
28298	09/06/2018	Douglas, City of	\$25.23	28375	09/11/2018	Interstate Battery	\$125.90
28299	09/06/2018	Entech	\$350.00	28376	09/11/2018	IronHawk Elevator LLC	\$750.00
28300	09/06/2018	Granite Construction Company	\$7,084.81	28377	09/11/2018	Jennings, Jeffery	\$16.81
28301	09/06/2018	Hatfield Funeral Home	\$960.00	28378	09/11/2018	Jensen's Sierra Vista Mortuary	\$500.00
28302	09/06/2018	Honeman, Van G.	\$548.40	28379	09/11/2018	Jim's Electric Inc	\$5,890.43
28303	09/06/2018	IronHawk Elevator LLC	\$1,141.10	28380	09/11/2018	Judd, Peggy S.	\$733.15
28304	09/06/2018	Jensen's Sierra Vista Mortuary	\$960.00	28381	09/11/2018	Kuttner, Ludwig G.	\$20.90
28305	09/06/2018	JWS Web Design LLC	\$1,125.00	28382	09/11/2018	Legend Technical Services of AZ, Inc.	\$57.00
28306	09/06/2018	Keefe Commissary Network, LLC	\$1,746.00	28383	09/11/2018	Madrid, Marco	\$100.00
28307	09/06/2018	Kelly, Peter A.	\$3,293.56	28384	09/11/2018	Martinez, Gerardo	\$100.00
28308	09/06/2018	Language Line Services, Inc.	\$51.75	28385	09/11/2018	Merle's Automotive Supply	\$1,733.75
28309	09/06/2018	McCoy, Thomas	\$235.00	28386	09/11/2018	Motorola Solutions Inc	\$284,640.20
28310	09/06/2018	MME Consulting Services LLC	\$37.50	28387	09/11/2018	Munoz, David	\$100.00
28311	09/06/2018	Nutrien AG Solutions, Inc	\$978.30	28388	09/11/2018	O'Rielly Chevrolet, Inc.	\$1,209.69
28312	09/06/2018	Pace Analytical National	\$436.50	28389	09/11/2018	OCLC Online Computer Library Center, Inc.	\$363.24
28313	09/06/2018	Portable Computer Systems, Inc.	\$12,121.78	28390	09/11/2018	Office Automation Group Inc.	\$786.61
28314	09/06/2018	Prudential Overall Supply	\$51.64	28391	09/11/2018	Onebox	\$12.94
28315	09/06/2018	Robert J. Zohlmann, Esq.	\$1,273.30	28392	09/11/2018	OverDrive, Inc.	\$1,500.00
28316	09/06/2018	Romero, Tracey	\$15.00	28393	09/11/2018	Papatrefon, John	\$100.00
28317	09/06/2018	Sanofi Pasteur	\$1,503.96	28394	09/11/2018	Parcenuc, Bryon, T.	\$40.00
28318	09/06/2018	Saul's Creek Engineering, Inc.	\$10,290.00	28395	09/11/2018	Prudential Overall Supply	\$306.33
28319	09/06/2018	Scherrer, Emily	\$128.88	28396	09/11/2018	Royal, Rudolph	\$47.05
28320	09/06/2018	Solarwinds Network Management	\$4,655.16	28397	09/11/2018	Runbeck Election Services Inc.	\$30,124.84
28321	09/06/2018	Southwest Gas Corporation	\$0.89	28398	09/11/2018	Safelite Autoglass Corp.	\$136.60
28322	09/06/2018	Sparkletts	\$18.96	28399	09/11/2018	Senergy Petroleum LLC	\$16,585.00
28323	09/06/2018	Stericycle Inc.	\$811.49	28400	09/11/2018	Southern AZ Auto Co. of Douglas	\$359.14
28324	09/06/2018	Sulphur Springs Valley Electric Coop., Inc.	\$401.91	28401	09/11/2018	Southwest Gas Corporation	\$15.61
28325	09/06/2018	Sulphur Springs Valley Electric Coop., Inc.	\$144.33	28402	09/11/2018	Sparkletts	\$54.71
28326	09/06/2018	Thomson West	\$3,175.52	28403	09/11/2018	Sulphur Springs Valley Electric Coop., Inc.	\$727.39
28327	09/06/2018	TransUnion Risk and Alternative Data Solutions	\$75.00	28404	09/11/2018	Sulphur Springs Valley Electric Coop., Inc.	\$528.53
28328	09/06/2018	Valley Security Service, Inc.	\$3,278.36	28405	09/11/2018	Sulphur Springs Valley Electric Coop., Inc.	\$101.82
28329	09/06/2018	Valley Telephone Coop., Inc.	\$116.43	28406	09/11/2018	Sune D14 Misc-A Holdings, LLC	\$9,175.37
28330	09/06/2018	Vigil, Margaret	\$185.04	28407	09/11/2018	Talley Communications Corporation	\$6,239.65
28331	09/06/2018	Vision Business Products	\$156.65	28408	09/11/2018	The Bisbee Observer LLC	\$45.00
28332	09/06/2018	Waxie Sanitary Supply	\$1,354.98	28409	09/11/2018	Trachtman, Sean	\$577.50
28333	09/06/2018	Wells, Doris K.	\$1,120.00	28410	09/11/2018	Tyler Technologies, Inc.	\$27,056.66
28334	09/06/2018	Westlawn Chapel & Mortuary	\$352.50	28411	09/11/2018	United Fire Equip. Company	\$450.02
28335	09/06/2018	Willcox, City of	\$250.96	28412	09/11/2018	Valley Telephone Coop., Inc.	\$763.50
28336	09/06/2018	Zumar Industries, Inc.	\$9,644.80	28413	09/11/2018	Voyager Fleet System, Inc.	\$7,065.42
28337	09/06/2018	Canyon Vista Medical Center	\$16.77	28414	09/11/2018	W. R. Ryan Company	\$3,112.80
28338	09/06/2018	Chiricahua Community Health Centers, INC	\$35.79	28415	09/11/2018	Waste Management of AZ, Inc.	\$485.20

28416	09/11/2018	Watson Chevrolet Inc	\$1,553.70	28494	09/13/2018	Houston, Bruce	\$288.69
28417	09/11/2018	Waxie Sanitary Supply	\$2,870.89	28495	09/13/2018	I DRIVE SAFELY, LLC	\$125.00
28418	09/11/2018	Westlawn Chapel & Mortuary	\$500.00	28496	09/13/2018	Inwin, Harry	\$3.40
28419	09/11/2018	Wick Communications	\$162.00	28497	09/13/2018	Johnstun, Doyle B.	\$300.00
28420	09/11/2018	Willcox Auto Parts Inc.	\$280.44	28498	09/13/2018	JWS Web Design LLC	\$2,500.00
28421	09/11/2018	Willcox, City of	\$865.74	28499	09/13/2018	KE&G Construction Inc.	\$26,626.97
28422	09/11/2018	Cochise Private Industry Council, Inc.	\$29,572.00	28500	09/13/2018	Keefe Commissary Network, LLC	\$1,883.23
28423	09/13/2018	Cochise County/Sheakley/National Bank	\$4,463.66	28501	09/13/2018	Kelch, Britnie M.	\$32.69
28424	09/13/2018	ECMC	\$293.11	28502	09/13/2018	Kelso II, David Howard	\$100.00
28425	09/13/2018	Ewing & Ewing Attorneys	\$268.79	28503	09/13/2018	Language Line Services, Inc.	\$123.93
28426	09/13/2018	GC Services LP / PHEAA	\$124.50	28504	09/13/2018	Lugo, Isabel, G.	\$249.38
28427	09/13/2018	General Revenue Corporation	\$297.96	28505	09/13/2018	MacMasters, Cheyenne Katie	\$445.62
28428	09/13/2018	Licking County CSEA	\$178.61	28506	09/13/2018	Malarchik, Brenda L	\$370.13
28429	09/13/2018	Pre-paid Legal Services, Inc. dba LegalShield	\$1,716.70	28507	09/13/2018	Medical Diagnostic Imaging Group	\$635.00
28430	09/13/2018	Support Payment Clearinghouse	\$6,005.58	28508	09/13/2018	Morin, Barth	\$250.00
28431	09/13/2018	U.S. Dept. of Education	\$1,778.68	28509	09/13/2018	Newt Fogal Sales Co.	\$5,692.50
28432	09/13/2018	ACE Hardware	\$121.37	28510	09/13/2018	NI Government Services Inc	\$221.18
28433	09/13/2018	Almada, Victor	\$100.00	28511	09/13/2018	Nickell, Kyle Clark	\$322.88
28434	09/13/2018	American Probation and Parole Association	\$300.00	28512	09/13/2018	NITV Federal Services, LLC	\$790.00
28435	09/13/2018	Ames, Carol	\$75.18	28513	09/13/2018	Norwood Equip. Inc.	\$190.75
28436	09/13/2018	Ames, Theodore, L.	\$143.43	28514	09/13/2018	Nugent, Glenda	\$215.00
28437	09/13/2018	Apocalypse Arms & Military Surplus	\$481.36	28515	09/13/2018	Orndorf, James	\$115.00
28438	09/13/2018	Aqua Life	\$22.00	28516	09/13/2018	Perry, Nancy, E.	\$250.00
28439	09/13/2018	AZ Dept. of Corrections	\$2,569.88	28517	09/13/2018	Pitney Bowes Reserve Account	\$10,000.00
28440	09/13/2018	AZ Dept. of Corrections ASPC-Tucson	\$67.50	28518	09/13/2018	Porta-Pot	\$750.75
28441	09/13/2018	AZ Dept. of Environmental Quality	\$5,396.95	28519	09/13/2018	Priest, Nancy H	\$452.34
28442	09/13/2018	AZ Dept. of Transportation	\$150,562.00	28520	09/13/2018	Prudential Overall Supply	\$230.03
28443	09/13/2018	AZ Machinery Company, LLC dba Stotz Equip.	\$849.35	28521	09/13/2018	Reed, Cynthia - Court Reporter	\$33.60
28444	09/13/2018	AZ Police Psychology, PLLC	\$1,275.00	28522	09/13/2018	Renteria, Marisol F	\$145.36
28445	09/13/2018	AZ Public Service - APS	\$177.49	28523	09/13/2018	RevolutionaryText, LLC	\$8,983.32
28446	09/13/2018	AZ State Prison Complex	\$1,719.01	28524	09/13/2018	Riggs, Karen C.	\$150.00
28447	09/13/2018	AZ Supreme Court	\$50,627.50	28525	09/13/2018	Romero, Tracey	\$12.00
28448	09/13/2018	Auletta, Susan P	\$325.00	28526	09/13/2018	Rothrock Investigations, LLC	\$1,959.62
28449	09/13/2018	B & D Lumber and Hardware	\$181.77	28527	09/13/2018	Ruiz, Gabriel	\$346.50
28450	09/13/2018	Becker, Grace	\$90.33	28528	09/13/2018	Ruiz, Irene G	\$498.75
28451	09/13/2018	Benson NAPA	\$49.04	28529	09/13/2018	Rutherford Diversified Ind.	\$9,700.00
28452	09/13/2018	Benson, City of	\$304.26	28530	09/13/2018	RWC Group	\$11,780.88
28453	09/13/2018	Bisbee NAPA	\$1,708.09	28531	09/13/2018	Schiff, Laurence	\$2,800.00
28454	09/13/2018	Bob Barker Company, Inc.	\$223.24	28532	09/13/2018	Schlesinger, Aaron	\$92.40
28455	09/13/2018	Boone, Rhonda R	\$100.00	28533	09/13/2018	Scott, Joseph	\$100.00
28456	09/13/2018	Buonocore, Kathleen Marie	\$28.08	28534	09/13/2018	Senergy Petroleum LLC	\$32,183.31
28457	09/13/2018	Bureau of Vital Records	\$13,130.00	28535	09/13/2018	Serviss, Ellen, Mae	\$100.00
28458	09/13/2018	Cable One	\$556.17	28536	09/13/2018	Shreve, , Virginia, A.	\$250.00
28459	09/13/2018	Camarillo-Clark, Sylvia	\$26.84	28537	09/13/2018	Sierra Vista NAPA	\$103.76
28460	09/13/2018	Catholic Community Services Southern AZ, Inc.	\$517.50	28538	09/13/2018	Silva, Patricia M	\$406.88
28461	09/13/2018	Center for Disease Detection, LLC	\$160.00	28539	09/13/2018	SourceHOV	\$104.66
28462	09/13/2018	CenturyLink	\$126.98	28540	09/13/2018	Southwest Disposal LC	\$117.13
28463	09/13/2018	CenturyLink	\$31.70	28541	09/13/2018	Southwest Gas Corporation	\$2,285.46
28464	09/13/2018	Cintas Corporation No. 445	\$153.67	28542	09/13/2018	Sparkletts	\$43.53
28465	09/13/2018	Cisneros, Juan	\$194.38	28543	09/13/2018	State of AZ	\$225.00
28466	09/13/2018	City of Bisbee	\$8,305.96	28544	09/13/2018	Stericycle Inc.	\$1,274.04
28467	09/13/2018	Cochise County Fire Chief's Association	\$50.00	28545	09/13/2018	Sulphur Springs Valley Electric Coop., Inc.	\$1,184.29
28468	09/13/2018	Cochise Lock and Safe, Inc.	\$130.00	28546	09/13/2018	Supplemental Health Care	\$6,345.00
28469	09/13/2018	Cochise Supplies, Inc.	\$201.80	28547	09/13/2018	SymbolArts	\$595.00
28470	09/13/2018	Concentra Medical Centers	\$205.50	28548	09/13/2018	Symons, John	\$45.00
28471	09/13/2018	Copygraphix Inc.	\$187.16	28549	09/13/2018	Technical Resource Management, Inc.	\$2,915.40
28472	09/13/2018	COX Communication AZ, LLC	\$300.00	28550	09/13/2018	The Bisbee Observer LLC	\$76.23
28473	09/13/2018	CRM of America LLC	\$1,488.30	28551	09/13/2018	Titan Machinery Inc.	\$459.63
28474	09/13/2018	Culligan of Tucson	\$161.37	28552	09/13/2018	Trinity Services Group, Inc.	\$38,822.49
28475	09/13/2018	Culligan of Tucson	\$1,092.86	28553	09/13/2018	UniFirst Corporation	\$1,982.73
28476	09/13/2018	Deneke, Buffy	\$474.60	28554	09/13/2018	Valley Perinatal Services, LLC	\$54.22
28477	09/13/2018	Diamond Star Polygraph Services	\$175.00	28555	09/13/2018	Valley Telephone Coop., Inc.	\$507.66
28478	09/13/2018	Direct TV	\$34.99	28556	09/13/2018	Verizon Wireless	\$12,200.44
28479	09/13/2018	Douglas, City of	\$1,285.93	28557	09/13/2018	Vlahovich, James	\$260.00
28480	09/13/2018	East, Suzanne	\$215.00	28558	09/13/2018	Waste Management of AZ, Inc.	\$533.77
28481	09/13/2018	Emerson-Roberts, Michele	\$110.25	28559	09/13/2018	Wastequip Manufacturing Company LLC	\$67,867.40
28482	09/13/2018	Empire Southwest LLC	\$3,858.91	28560	09/13/2018	Waxie Sanitary Supply	\$860.16
28483	09/13/2018	Ergon Asphalt & Emulsions, Inc.	\$202,436.52	28561	09/13/2018	WEST Consultants, Inc.	\$29,998.50
28484	09/13/2018	Escobedo, Cesar Martin	\$149.65	28562	09/13/2018	Wick Communications	\$18.82
28485	09/13/2018	ExhibitOne Corporation	\$4,800.00	28563	09/13/2018	Wick Communications	\$363.98
28486	09/13/2018	Fleming, Patricia, V.	\$907.50	28564	09/13/2018	Willcox Auto Parts Inc.	\$398.32
28487	09/13/2018	Gamez, Jose	\$35.00	28565	09/13/2018	Willcox, City of	\$933.97
28488	09/13/2018	Geodesy	\$22,550.50	28566	09/13/2018	Wooley, Stacey L	\$142.00
28489	09/13/2018	GM Propane	\$500.00	28567	09/13/2018	Zumar Industries, Inc.	\$18,933.62
28490	09/13/2018	Gomez, Mary Conlogue	\$150.00	28568	09/13/2018	Cash, Cindy	\$57.80
28491	09/13/2018	Goodwill Industries of Southern AZ, Inc	\$29.92	28569	09/13/2018	Castillo, Benjamin	\$15.18
28492	09/13/2018	Granite Construction Company	\$1,410.84	28570	09/13/2018	Chiricahua Community Health Centers, INC	\$54.22
28493	09/13/2018	Hodges Glass Co Inc	\$625.00	28571	09/13/2018	Chiricahua Community Health Centers, INC	\$36.09

28572	09/13/2018	Chiricahua Community Health Centers, INC	\$36.09	28650	09/18/2018	Willcox Auto Parts Inc.	\$425.77
28573	09/13/2018	Chiricahua Community Health Centers, INC	\$36.09	28651	09/18/2018	City of Sierra Vista	\$1,063.48
28574	09/13/2018	Chiricahua Community Health Centers, INC	\$55.66				
28575	09/13/2018	Chiricahua Community Health Centers, INC	\$69.82				
28576	09/13/2018	Culligan of Tucson	\$296.21				
28577	09/13/2018	Dunbar, Patricia	\$53.34				
28578	09/13/2018	Laboratory Corporation of America	\$177.28				
28579	09/13/2018	Reeves, Barbara	\$138.58				
28580	09/13/2018	Southern AZ Rad Associates LLC	\$26.92				
28581	09/13/2018	Toledo-Barney, Rhonda	\$57.80				
28582	09/18/2018	A+ Language Services	\$250.00				
28583	09/18/2018	Adam, Connie	\$336.12				
28584	09/18/2018	Alex Espinosa's Bisbee Funeral Home	\$1,626.00				
28585	09/18/2018	Aqua Life	\$22.00				
28586	09/18/2018	Arevalos, Sandra Jean	\$51.92				
28587	09/18/2018	AZ Machinery Company, LLC dba Stotz Equip.	\$119.59				
28588	09/18/2018	AZ Public Service - APS	\$40.68				
28589	09/18/2018	AZ Water Company	\$74.81				
28590	09/18/2018	Baker & Taylor, LLC	\$1,234.70				
28591	09/18/2018	Bank of America	\$125,431.70				
28592	09/18/2018	Barnett's Towing & Oxygen LLC	\$262.50				
28593	09/18/2018	Beacon Secure	\$50.00				
28594	09/18/2018	Bell, Sedan, Deville	\$160.65				
28595	09/18/2018	Bisbee NAPA	\$1,139.27				
28596	09/18/2018	Blackstone Audio, Inc.	\$47.00				
28597	09/18/2018	Cardinal Health Inc.	\$75.42				
28598	09/18/2018	CDW LLC	\$331.70				
28599	09/18/2018	Cengage Learning, Inc. dba GALE	\$230.32				
28600	09/18/2018	Cintas Fire Protection	\$11,713.11				
28601	09/18/2018	City of Sierra Vista	\$17,643.67				
28602	09/18/2018	City of Sierra Vista	\$2,127.86				
28603	09/18/2018	Cochise County Justice Court #5	\$102.95				
28604	09/18/2018	Contract Pharmacy Services, Inc.	\$2,064.31				
28605	09/18/2018	Copper Queen Library	\$14.20				
28606	09/18/2018	D & G Paint and Body Inc.	\$1,379.49				
28607	09/18/2018	DataBank IMX LLC	\$3,250.14				
28608	09/18/2018	Del's Tire Company	\$12.00				
28609	09/18/2018	Empire Southwest LLC	\$15,072.16				
28610	09/18/2018	Fleming, Robert L	\$25.00				
28611	09/18/2018	Fulton, Stephanie Jane	\$72.86				
28612	09/18/2018	Hadfield, Allison	\$30.00				
28613	09/18/2018	Hatfield Funeral Home	\$500.00				
28614	09/18/2018	Heisner, Jeremy	\$40.00				
28615	09/18/2018	Helm, Livesay, & Worthington, Ltd	\$15.53				
28616	09/18/2018	International Chemtex Corporation	\$737.00				
28617	09/18/2018	Interstate Battery	\$642.95				
28618	09/18/2018	McCarty, Allen	\$420.15				
28619	09/18/2018	McVean, Christine A	\$24.20				
28620	09/18/2018	Merle's Automotive Supply	\$973.29				
28621	09/18/2018	Mindful Lactation	\$180.00				
28622	09/18/2018	Nickell, Kyle Clark	\$49.36				
28623	09/18/2018	Norwood Equip. Inc.	\$115.30				
28624	09/18/2018	O'Rielly Chevrolet, Inc.	\$323.24				
28625	09/18/2018	OCLC Online Computer Library Center, Inc.	\$1,017.95				
28626	09/18/2018	PlusOne Services	\$1,098.00				
28627	09/18/2018	Polm, James Richard	\$93.76				
28628	09/18/2018	Prudential Overall Supply	\$230.96				
28629	09/18/2018	Purcell Tire & Rubber Company	\$5,332.59				
28630	09/18/2018	Runbeck Election Services Inc.	\$23,446.08				
28631	09/18/2018	RWC Group	\$2,392.20				
28632	09/18/2018	Safelite Autoglass Corp.	\$584.55				
28633	09/18/2018	Senergy Petroleum LLC	\$18,600.59				
28634	09/18/2018	Shiple, Rita	\$57.72				
28635	09/18/2018	Shoemaker, Brad	\$250.00				
28636	09/18/2018	Sierra Vista NAPA	\$313.11				
28637	09/18/2018	SourceHOV	\$132.61				
28638	09/18/2018	Sparkletts	\$59.96				
28639	09/18/2018	Streeter, Randy Lewis	\$3,200.00				
28640	09/18/2018	Sulphur Springs Valley Electric Coop., Inc.	\$5,560.46				
28641	09/18/2018	Tadeo Chevron	\$14.50				
28642	09/18/2018	Those Guys Auto	\$888.51				
28643	09/18/2018	Titan Machinery Inc.	\$319.64				
28644	09/18/2018	Trachtman, Sean	\$542.50				
28645	09/18/2018	Valley Telephone Coop., Inc.	\$201.18				
28646	09/18/2018	W. R. Ryan Company	\$2,717.67				
28647	09/18/2018	Waller, Tom	\$42.01				
28648	09/18/2018	Watson Chevrolet Inc	\$1,263.12				
28649	09/18/2018	Waxie Sanitary Supply	\$1,405.14				

Regular Board of Supervisors Meeting

Meeting Date: 10/09/2018

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 10/09/2018

Approve Workforce Investment Board: 1 reappointment and 1 new appointment

Submitted By: Anita Baca, Housing Authority**Department:** Housing Authority**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature **# of ORIGINALS** 0
NOT Required **Submitted for Signature:****NAME** N/A **TITLE** N/A
of PRESENTER: **of PRESENTER:****Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the reappointment of Mr. Matt Bolinger and appointment of Mrs. Jennifer Martin to the Local Workforce Development Board to fill an unexpired term, effective immediately through 6/30/2022.

Background:

Attached are the letters reappointing Mr. Bolinger and appointing Mrs. Martin. The Workforce Development Board appointments are made by the Board of Supervisors upon recommendation of a "represented segment" on the 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 reappointment letter to Mr. Matt Bolinger, Botanical Pharm, P.O. Box 908, 235 5th St., Clifton, AZ 85533 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Kathy Hall at khall@cpic-cas.org.

Once approved send appointment letter to Mrs. Jennifer Martin, Sierra Vista Chamber of Commerce, 21 E. Wilcox Dr., Sierra Vista, AZ 85635 with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Kathy Hall at khall@cpic-cas.org.

Attachments

Martin Reference Letter

Bolinger Letter of Support

WDB Terms 2018 (rev. 9.2018)

September 10, 2018

County Board of Supervisors
1415 Melody Lane
Bisbee, AZ 85603

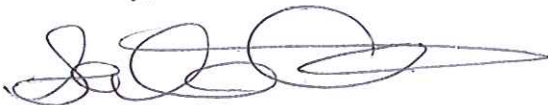
Dear Board of Supervisors:

I understand there is a vacant seat on the Arizona@Work – Southern Arizona Board of Directors, and I would like to nominate Jennifer Martin from the Sierra Vista Area Chamber of Commerce.

Mrs. Martin has been an active member of the business community previously working for American Southwest Credit Union. She has now expanded her role in the community by accepting the new position of Executive Director for the Sierra Vista Area Chamber of Commerce.

I believe that she will be a valuable member of the local Workforce Development Board, as well. She has proven herself time and time again with successful execution of events that she has both chaired, organized and participated in. Just to name a few; Annual Charity Ride, Festival of Trees, Power of the Purse. Her organizational skills and leadership are unsurpassed, I fully support Jennifer and her desire to serve on the Arizona@Work Board of Directors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sabra Albritton', with a long horizontal stroke extending to the right.

Sabra Albritton
Chair, Board of Directors
Sierra Vista Area Chamber of Commerce



PO Box 394
Clifton, AZ 85533
greenleechamber.com

September 6, 2018

County Board of Supervisors
1415 Melody Lane
Bisbee, AZ 85603

Dear Board of Supervisors:

I understand that Mr. Matt Bolinger, Arizona@Work- Southeastern Arizona Board of Directors member, has served his four year term and needs to be re-appointed for another four year term to the Arizona@Work- Southeastern Board of Directors. Please re-appoint Mr. Matt Bolinger representing Greenlee County.

Mr. Bolinger has served since 2012 and has been a valuable and active member of the Local Workforce Development Board.

Best regards,

A handwritten signature in blue ink that reads "John Baasteen". The signature is written in a cursive style.

Greenlee County Chamber of Commerce

Arizona@Work - Southeastern Arizona
Workforce Development Board

2015
to
2022

Member Name	Mo/Year Appointed	Service Term	Term Expiration
<i>Four Year Terms 2017 – 2021</i>			
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
<i>Four Year Terms 2018 – 2022</i>			
Jennifer Martin	Sept 2018	4 Year	6/30/2022
Lauri Martin	May 2018	4 Year	6/30/2022
Linda Hollis	June 2018	4 Year	6/30/2022
Doris Tolbert	July 2018	4 Year	6/30/2022
Jack Bauer	July 2018	4 Year	6/30/2022
Ron Curtis	July 2018	4 Year	6/30/2022
Jason Bowling	July 2018	4 Year	6/30/2022
Evonne Cummins	July 2018	4 Year	6/30/2022
Kathleen Bullock	July 2018	4 Year	6/30/2022
Matt Bolinger	Sept 2018	4 Year	6/30/2022
Mike Crockett	July 2018	4 Year	6/30/2022
Joe Altamirano	July 2018	4 Year	6/30/2022
Mark Gallego	October 2015	4 Year	6/30/2018

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 10/09/2018
 DPS MOU Border Strike Task Force
Submitted By: Arlethe Rios, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Brian McIntyre/Kenny
 Bradshaw

TITLE of PRESENTER: County Attorney/Jail
 Commander

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Memorandum of Understanding 2018-096 between the Department of Public Safety and Cochise County in the amount of \$166,666.67 to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime, effective July 1, 2018 through June 30, 2019.

Background:

The State of Arizona, administered through the Department of Public Safety, has provided funding in the amount of \$166,666.67 to reimburse for costs incurred due to enforcement, incarceration and prosecution of individuals arrested for smuggling in Cochise County.

These funds will be disbursed in two increments, one after 10/1/18 and the other after 4/1/19.

Department's Next Steps (if approved):

Utilize funds as approved to reimburse for costs associated with smuggling.

Impact of NOT Approving/Alternatives:

Cochise County will not be provided with \$166,666.67 that can be used for the mentioned costs, thereby having to fund these out of the general fund.

To BOS Staff: Document Disposition/Follow-Up:

Send one fully executed original to:
 Criminal INvestigations Division
 Attn: Major Jason Yeager
 Arizona Department of Public Safety
 P.O. BOX 6638, Mail Drop 1350
 Phoenix, AZ 85005-6638

File one fully executed copy at the Board Office; email a signed copy to Brian McIntyre, Kenny Reeves (CAO); Thad Smith, Kenny Bradshaw (CCSO); and Lynette Nowlan (FIN).

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

DPS Contract 2018-096

**MEMORANDUM OF UNDERSTANDING
REGARDING BORDER STRIKE TASK FORCE**

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS", and Cochise County.

This MOU serves as notification for the release of funds granted to Cochise County by the Arizona Legislature and passed through DPS to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime.

I. PARTICIPATION

DPS agrees to provide Cochise County with \$166,666.67 pursuant to Laws 2016, Chapter 117.

Cochise County agrees to utilize the funding solely for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime.

Cochise County certifies its agencies will comply with A.R.S. §11-1051 to the fullest extent of the law.

II. FUNDING

DPS shall disburse \$166,666.67 to Cochise County in two payments as follows:

- \$83,333.33 after October 1, 2018
- \$83,333.34 after April 1, 2019

III. REPORTING REQUIREMENT

By April 30, 2019, Cochise County shall provide a report to DPS that details actual expenditures, accounting obligations, and planned expenditures of the funds provided by this agreement. The report shall reflect activity during the reporting period of July 1, 2018 through March 31, 2019. Expenditures, accounting obligations, and planned expenditures shall be reported by the following line items: Personal Services, Employee Related Expenditures, Professional and Outside Services, Travel In-State, Other Operating Expenditures, Capital Equipment, Non-Capital Equipment, and Miscellaneous. The line items shall be as defined by the State of Arizona, as found at <https://gao.az.gov/sites/default/files/SAAM-4c00-20140701.pdf>. The "Miscellaneous" category shall encompass all line items defined by the State of Arizona that are not explicitly listed herein. In addition to the line item reporting, Cochise County shall provide a brief narrative description of the expenditures, obligations, and planned expenditures. The narrative shall explain what was purchased, obligated, and/or planned, what has been accomplished with expenditures to date, and what is planned to be accomplished with future expenditures.

IV. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this

provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

V. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

VI. ARBITRATION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

VII. RECORDKEEPING

All records regarding the MOU must be retained for five (5) years after expiration of the MOU in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VIII. EFFECTIVE DATE/DURATION

The term of this MOU is July 1, 2018 through June 30, 2019. Should the State Legislature reduce or eliminate the appropriation for this program, DPS may cancel or modify this MOU.

IX. CANCELLATION

All parties are hereby put on notice that this MOU is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

X. COMMUNICATION

Any notice required to be given under the MOU will be provided by mail to:

Lt. Colonel Danny Lugo
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

Ms. Peggy Judd, Chairman
Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603

XI. VALIDITY

This document contains the entire understanding between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this MOU is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this MOU to be executed by the proper officers and officials.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

By: 
Frank L. Milstead, Colonel
Director

Date: 9/14/18

COCHISE COUNTY

By: _____
Ms. Peggy Judd, Chairman
Cochise County Board of Supervisors

Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 10/09/2018

Approve contract award for the purchase of a Moffett MX8 Forklift from Hiab USA Incorporated, located in Phoenix, Arizona in the amount of \$56,304.00.

Submitted By: Brandon Morrison, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Ruben Miranda

TITLE of PRESENTER: Internal Services Administrator

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (if applicable):

Information

Agenda Item Text:

Approve contract award for the purchase of a Moffett MX8 Forklift from Hiab USA Incorporated, located in Phoenix, Arizona in the amount of \$56,304.

Background:

Invitation for Bid (IFB) 19-08-FLT-01 was listed on Bonfire Procurement Portal in accordance with A.R.S. §41-2533. Hiab USA was the sole vendor that submitted a bid in the amount of \$56,304.00. The trailer (Line Item 02) has been stricken from the solicitation in accordance with Cochise County Procurement Policy, section 7.9.4, which exceeds the current budgetary constraints.

As Hiab met all the specifications of the forklift as set forth by the Fleet Management Department, Hiab was evaluated as the most responsive bidder. Additionally, in accordance with Cochise County Procurement Policy, section 7.10.1, the price has been considered fair and reasonable based upon a previous quote received and includes a variance of only \$87.30.

Department's Next Steps (if approved):

Award contract to Hiab USA. Monitor contract performance for delivery of forklift.

Impact of NOT Approving/Alternatives:

Fleet Management would not purchase the forklift that is needed for them to increase capabilities and revenue for their Department.

To BOS Staff: Document Disposition/Follow-Up:

Please route 2 signed copies of Offer Acceptance Award Letter to Procurement Department, attention: Brandon Morrison.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: \$56,304.00

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Solid Waste Department would be able to load and transport cardboard bales and bulky materials for the landfill, which would increase revenue for the Department.

Attachments

Hiab Signed Solicitation Document

19-08-FLT-01 Attachment 1 Terms and Conditions

19-08-FLT-01 Attachment 2 Submission Instructions

19-08-FLT-01 Attachment 3 Sample Bid Log

19-08-FLT-01 Price Fair and Reasonable

19-08-FLT-01 Offer Acceptance Award Letter

Invitation for Bid (IFB)

19-08-FLT-01

Submission Deadline

9/5/2018

4:00PM Local Time

Prepared by Cochise County

Procurement Department



On behalf of the Cochise County

Fleet Services Department

For Forklift and Trailer Combination

Contents

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1.0 INTENT

Cochise County (“County”) is issuing this Invitation for Bid (“IFB”) to obtain competitive vendor pricing in the open market for the delivery of combination forklift and trailer, in compliance with A.R.S. §41-25333 concerning competitive sealed bids. This solicitation may result in an award to a single vendor, however, the County reserves the right to award to multiple vendors, if determined to be in the best interest of the County.

The County hereby invites competent vendors to submit bids. Submissions received before the closing deadline will be evaluated in accordance with Section 8.0 – Evaluation Criteria (below). Submissions should include only pricing and relevant information pertaining to Section 8.0 – Evaluation Criteria. All documentation and data submitted by any vendor shall be in accordance with section 5.0 – Preparation of Response/Required Content and will be handled in accordance with the Arizona State Statutes applying to Library, Archives and Public Records.

This solicitation includes additional documentation specific to this requirement. See any attached documents for examples of the additional requirements and specifications. The County expects any potential contractors to adhere to the outlined requirements and specifications throughout the life cycle of this requirement and shall enforce standards, terms and conditions contained within any documentation within this solicitation and any supporting documents. Any deviations from these requirements must be specifically outlined within the submission and an alternate must be proposed.

The preferred method of communication is through the County e-procurement website:
<https://cochise.bonfirehub.com>.

Inquiries can also be made via email to the following personnel:

Brandon L. Morrison
Contracts Administrator
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
Office: (520) 432-8391
Fax: (520) 432-8397
BMorrison@cochise.az.gov

Do not contact any other County departments or other County staff directly. Information provided by personnel other than the above contact may be invalid, and bids that are submitted in accordance with such information may be declared non-responsive.

2.0 TECHNICAL SPECIFICATIONS

The Contractor shall provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the delivery of goods within Attachment 2 – Technical Specifications to the County’s satisfaction within the required delivery date.

3.0 PURPOSE

The County, through this solicitation, requests that vendors submit bids for the delivery of goods as specified within section 2.0 – Technical Specifications. The County is not required to make an award based on any information contained within this solicitation. However, the County does anticipate that it will award to the most responsive and responsible firm which submits a bid for the lowest price to the County. The evaluation criteria will be based on pricing factors only as outlined within section 8.0 – Evaluation Criteria.

4.0 APPROVAL

No award will be made to any vendor without prior approval from the Cochise County Board of Supervisors. The County reserves the right to advertise and process this solicitation up to the time of award and makes no promises or guarantees of an award to any vendor without prior approval from the Cochise County Board of Supervisors.

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

Each response to this solicitation will be considered a bid submission and shall contain the requested information, as outlined within this document and its attached documents. Failure to meet all of the specifications and requirements may result in rejection of your submission or an unsuccessful offer. Additional information may be provided but should be succinct and relevant to the requested information contained within this solicitation. Excessive and/or extraneous information will not be considered favorably.

5.1 All submittals shall, in the order given, contain the following elements:

5.1.1 Bids shall include the following information:

- A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm; and
- B. Technical Specifications – An outline and comparison of how your product will meet the technical specifications of the County, as outlined within Attachment 2 – Technical Specifications, if required.

6.0 SUBMISSION INSTRUCTIONS

6.1 Vendors interested in submission for this requirement shall register at the County’s e-procurement HUB located at the following link:

<https://cochise.bonfirehub.com/portal/?tab=login>

6.2 Submissions for this solicitation shall be made online at the following link:

<https://cochise.bonfirehub.com/opportunities/9060>

6.3 Faxed and hard copy submissions will not be accepted.

6.4 Submissions delivered to any location, electronically or otherwise, other than the above will not be considered duly delivered. The County shall not be responsible for re-routing submissions delivered to a person or location other than as specified above.

6.5 All submittals, whether selected or rejected, shall become the property of the County and will not be returned.

6.6 The County reserves the right to waive minor defects and/or irregularities in submittals and shall be the sole judge of the materiality of any such defect or irregularity. Further, the County reserves the right to contact vendors regarding any ambiguities it considers to be major, and for the respondent of any such defected submission to correct and resubmit, with or without, any extension to the offer due date.

6.7 The County reserves the right to clarify errors or omissions in order to gain further information, or correct minor ambiguities within the offer during the time of evaluations.

7.0 FEDERAL REGULATORY REQUIREMENTS

Prior to the award of any contract including Federal grant money, vendors must be registered with the Federal System for Award Management (SAM) at www.SAM.gov, and remain active during the life of the Project. Vendors must not be debarred at any time during the life of the contract. If vendors become debarred at any point during the life of the contract, the County reserves the right to cancel the contract for cause, upon issuance of a modification for termination.

8.0 EVALUATION CRITERIA

The County will use the following evaluation criteria to determine whether a firm can meet the County's needs. An evaluation committee will score each firm based on pricing factors only. The Evaluation Committee will be composed of the Procurement Department and Fleet Services Department. The maximum possible score is 100.

- Technical Specifications (Pass/Fail)
- Lowest Offer

9.0 SELECTION PROCEDURES

Responsive submissions will be reviewed only on a firm's ability to meet the minimum requirements outlined in section 2.0 – Technical Specifications and any relevant attachments, and weighing the information provided by the vendor as outlined in Section 5.0 – Preparation of Response – Required Content, against Section 8.0 – Evaluation Criteria. The Evaluation Committee will select that vendor which can completely fulfill the requirements of Section 2.0 – Technical Specifications and offers the lowest price to the County.

The County reserves the right to reject any or all submissions, to waive minor irregularities in said submissions, or to conduct clarifications for administrative errors or pricing verification irregularities. Any submissions which are not submitted by the date and time specified within this IFB will be considered late. Late bids may be used by the County, if the Evaluation Committee determines, in writing, accepting the late bid will be in the best interest of the County.

10.0 ATTACHMENTS

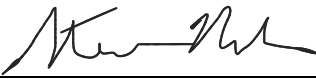
The following documents are attached to this solicitation and all information contained within shall be as if it were written directly into this solicitation:

- Attachment 1 – Terms and Conditions
- Attachment 2 – Submission Instructions
- Attachment 3 – Bid Table BT-57HS (Attached by Reference) (Available on E-Procurement Solicitation Page)

11.0 AUTHORITY

The undersigned personnel are authorized to release the information contained within their submittal and has the authority to contractually bind and enter into agreements for their firm. All information submitted by the Firm shall conform to the requirement as outlined out by this solicitation, its attachments and/or appendices, unless otherwise proposed to the County, as mutually agreed.

VENDOR



Signature

August 30, 2018

Date

Steve Noble

Printed Name

Hiab USA

Firm Name



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

19-08-FLT-01

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

The County is responsible for the payment of all applicable sales, use and transaction privilege taxes as may be required by Arizona State and its sub-departments. The County is exempt from all Federal Excise taxes. Out-of-state vendors shall not apply sales tax to purchases made by the County, unless required by their state. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

1.2 Payment Terms

The County, unless otherwise specified on the Contractor's submission documents, reserves the right to apply Net 30 payment terms to all invoices submitted after the contract is awarded. The County will include any relevant discount terms during the evaluation for contract award, if it is deemed to be in the best interest of the County.

Further, payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

1.3 IRS W-9 Form

In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the County.

1.4 Economic Price Adjustment

All service contracts awarded by Cochise County shall be subject to economic price adjustment which requires the delivery of materials in order to complete services requested. The economic price adjustment will be subject to the Commercial Price Index (CPI). No economic price adjustment or negotiated amendment shall be approved for an increase higher than that fluctuation of the CPI, unless otherwise approved by the Procurement Department.

1.5 Tax Indemnification

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

1.6 Availability of Funds for Current Fiscal Year

Should the Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, the County may take any of the following actions:

- Accept a decrease in price offered by the contractor;
- Cancel the Contract; or
- Cancel the contract and re-solicit the requirements.

1.7 Availability of Funds for the Next Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

1.8 Right of Offset

The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

1.9 Payment by the County

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

2.0 Contract Specific

2.1 Arizona Law

Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 and the policies of the Cochise County Procurement Policy.

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below, if included within the contract:

- 1.0 Special Terms and Conditions;
- 2.0 Uniform Terms and Conditions;
- 3.0 Statement or Scope of Work;
- 4.0 Specifications;
- 5.0 Attachments;
- 6.0 Exhibits;
- 7.0 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

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

2.8 Public Records

The Procurement Department shall establish and ensure that all documentation produced, received, and sent to any parties regarding day-to-day operations is filed and retained in accordance with the State of Arizona Department of Library, Archives and Public Records guidelines and all applicable Arizona State statutes. 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.

In any situation where the County may be awarded State or Federal funding, the guiding principles and policies of those organizations will be followed including any other sub-entity principles and policies, as applicable.

Defacing, changing, destroying or any other unauthorized alteration of contract file documentation shall result in administrative disciplinary action in accordance with Cochise County Public Policies and its sub-departments. No files or documentation shall be taken from the Procurement Department for any reason. Contract files will be made available to requesting parties after the submission of a Public Records Request

The County shall protect and hold confidential, upon a Vendor's request, any data which is considered to be proprietary or include trade secrets or personal identifiable information (PII) as determined, in writing, by the Procurement Department after it has evaluated the request from the vendor. The Vendor's request must be made at any point prior to the closing date of any solicitation.

2.9 Record Retention

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

2.10 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the State of Arizona and the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

2.11 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09, Public Law 101-336, and 42 U.S.C. 12101-12213 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

2.12 Notices

Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Department employee and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

2.13 Federal Immigration and Nationality Act

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the Contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

2.14 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Department.

2.15 Property of the County

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.

2.16 Modifications

This Contract is issued under the authority of the Procurement Department, delegated by the Board of Supervisors. The Contract may be modified only through a Contract amendment or modifications within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Board of Supervisors, County Administrator, or Procurement Department in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract amendments or modifications shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

2.17 Contractor/Vendor Indemnification (Not Public Agency)

The parties to this contract agree that the County, its departments, agencies, and Board of Supervisors shall be indemnified and held harmless by the Contractor for the vicarious liability of the County and/or State as a result of entering into this Contract. However, the parties further agree that the County, its departments, agencies, and Board of Supervisors shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

2.18 Public Agency Language Only

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

2.19 Indemnification - Patent and Copyright

The Contractor shall indemnify and hold harmless the County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the County of materials furnished or work performed under this Contract. The County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

2.20 Cancellation for Conflict of Interest

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

cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. Upon signing of the Contract, the Contractor agrees to the provision, and their understanding as if it were included within the Contract.

2.21 Gratuities

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

2.22 Termination for Convenience

The County reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

2.23 Termination for Default

In addition to the rights reserved in the contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Department shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue service for which the contract was intended.

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the County.

2.28 Data

All data created, used and/or modified under this agreement shall be the property of Cochise County and shall not be used by the Contractor or any other person except with the prior written permission of the County.

2.29 Public Entity Disclaimer

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.

2.30 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

3.0 Contract Performance

3.1 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity that is not the County without the express written authorization of the agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract.

Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection.

3.5 Subcontracts

The Contractor shall not enter into a subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not sub-consultants are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County’s position within 15 days of receipt of written notice by the Contractor.

3.6 Assignment - Delegation

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

3.7 Agreement Assignment

No assignment of this Agreement or sub-agreement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Agreement performance whether or not sub-contractors are used.

3.8 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

3.9 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.10 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the services or materials, they shall be:

- Of a quality to pass without objection in the trade under the Contract description;
- Fit for the intended purposes for which the materials are used;
- Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- Adequately contained, packaged and marked as the Contract may require; and
- Conform to the written promises or affirmations of fact made by the Contractor.

3.11 Fitness

The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

3.12 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

3.13 Inspection/Testing

Any warranties set forth in in this Contract are not affected by inspection or testing of or payment for the materials by the County.

3.14 Compliance with Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

3.15 Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the County prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Department, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

3.16 Right to Assurance

If the County, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

3.17 Stop Work Order

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

3.18 Warranties

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

3.19 Licenses

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

3.20 Notice to Proceed

It is agreed that the County Procurement Director will issue the Notice to Proceed with the Work to be performed under this Agreement within twenty (20) consecutive calendar days, or some other mutually

agreed upon time period, after the date of the County's Purchase Order for this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

3.21 Guarantee

The Contractor shall guarantee all work under this Agreement against defects of material and workmanship as referenced in the Scope of Work.

4.0 Legal

4.1 Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract amendment or modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

4.2 Antitrust Violations

The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

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

4.3 Non-exclusive Remedies

The rights and the remedies of the County under this Contract are not exclusive.

4.4 Suspension or Debarment

The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the County.

4.5 Claims and Disputes

County Contract Representative's Resolution of Claims and Disputes; Review by Procurement Director

This section relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Agreement/Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level to increase the possibility that such matters will be resolved, without the vexation of an administrative hearing process, arbitration or litigation.

All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the County Procurement Department Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.

Claims by either party must be made within fourteen (14) days after the event giving rise to the claim or within fourteen (14) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Agreement/Contract.

The County Procurement Department Representative shall, within fourteen (14) days of receipt of a claim, do one of the following:

- (1) Issue a decision either rejecting or approving the claim.
- (2) Suggest an equitable compromise of the claim.
- (3) Provide a schedule to the parties indicating when they expect to be able to take action, which shall be within a reasonable time.

The County Buyer may require the submission of additional documentation from either party to facilitate a decision. In each case, the County Procurement Department Representative will submit reasons and/or documentation supporting its action and the deadline shall be extended by the time it takes to obtain a response thereto.

The parties shall have ten (10) days from the date of the County Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of a party to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If either party rejects the decision of the County Procurement Representative in writing within such ten (10) day period, the matter shall be referred to the Procurement Director for *de novo* review.

The Procurement Director shall have sixty (60) days from receipt of a written objection by the Contractor to the County Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Section 15 of the Cochise County Procurement Code. During such period, the Procurement Director may require such additional documentation or testimony as deemed necessary to support his/her response.

4.6 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

4.7 Non-Collusion

Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant(s).

4.8 Protests and Appeals

In accordance with Section 15 of the Cochise County Procurement Policy Manual, any actual or prospective Contractor or offeror who is aggrieved in connection with the solicitation or award of a contract may appeal to the Procurement Director. The protest shall be submitted in writing to the Procurement Director within five (5) working days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

4.9 Contract

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

4.10 Legal Remedies

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

4.11 Rights and Remedies

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
19-08-FLT-01 Signed	File Type: PDF (.pdf)	1	Required	
Combination Forklift and Trailer Bid Table (BT-57HS)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	24101629	Forklift or elevator accessories or supplies	
UNSPSC	25181714	Semi trailer	A type of trailer which is designed to



Commodity Set	Commodity Code	Title	Description
			be coupled to a towing vehicle and to impose a substantial part of its total weight on the towing vehicle.

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://cochise.bonfirehub.com/opportunities/9060>.

Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://cochise.bonfirehub.com/opportunities/9060>

The Q&A period for this opportunity starts Aug 22, 2018 4:00 PM MST. The Q&A period for this opportunity ends Aug 31, 2018 4:00 PM MST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 05, 2018 4:00 PM MST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.



Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Cochise County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Numeric	Total Cost
					Unit Price	

Forklift

Not Bidding	No Bid	#1-1	Moffett (M8 55 3 NX) Forklift (12 ft Mast, 31" Tires, Sliding Lumber Forks/Class II/48"x6"x2", Load Back Rest, 2.5lb Fire Extinguisher Kit w/ Mounting Bracket and Cover, Rear View Mirror, Right Hand Side View Mirror (including bracket), Smooth Ride Mounting Kit, Foldable ICC Bumper Underride/96" to 102" wide trailer)	1		-
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Trailer

Not Bidding	No Bid	#2-1	2019 Dorsey 45' Flatbed Trailer (45'x102", Steel Construction, Wooden Deck, Winch Track (Both Sides), Prefab Kit for Moffett M55 and Princeton PB50 w/ Folding Bumper, 2-Speed Landing Gear, Cush Fixed Air Ride Suspension, Double Coin 11R 22.5 tires on Outer Aluminum Wheels, Liquid Filled Air Guage in Sealed Box, 24"x24"x48" Alumunium Toolbox, 48' Steel Bulkhead)	1		-
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Cochise County Procurement Department

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

From: Brandon L. Morrison, Contracts Administrator

Subject: 19-08-FLT-01 Price Fair and Reasonable

Date: 9/28/18

1. In accordance with Cochise County Procurement Policy, section 7.10.1, the offer received from Hiab USA has been considered to be fair and reasonable. This offer has been compared to a previous quote which was received prior to the solicitation of IFB 19-08-FLT-01 in April 2018. Since then, steel tariffs have increased the market prices as a whole and the price offered from Hiab USA during the solicitation phase in August 2018 had only increased \$87.30.
2. Additionally, according to market research performed prior to award, Hiab USA is the sole distributor for new Moffett material handling equipment (MHE). Therefore, Hiab USA is also the only source for this type of truck-mounted forklift, which is compatible to suit the customers (Solid Waste Department) needs of a mobile forklift which can be stowed behind a trailer.
3. For any questions regarding this document, please contact the undersigned by phone at (520) 432-8391 or by email at bmorrison@cochise.az.gov.

Signed,

Brandon L. Morrison
Contracts Administrator



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

19-08-FLT-01

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 9th day of October 2018 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and Hiab, USA hereinafter referred to as the Contractor.

In accordance with IFB 19-08-FLT-01 and its attachments, the County hereby awards a single contract to the Contractor to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the County, and as proposed by the Contractor. Only those personnel listed as authorized ordering officials, or the Procurement Department, will have authority to make orders from this Contract through the issuance of a Purchase Order (PO) as approved by the Cochise County Procurement Department.

SCHEDULE FOR DELIVERY:

Delivery of line item 01 within 30 days, not later than 11/8/2018.

CONTRACTOR:

Hiab, USA
Steve Noble
Sales Representative – Arizona/New Mexico
4418 North 39th Ave.
Phoenix, Arizona 85019
(419) 206-6627
steve.noble@hiab.com

AUTHORIZED ORDERING OFFICIAL:

Ruben Miranda
Internal Services Administrator
1151 W. Hereford Road
Bisbee, Arizona 85603
(520) 432-9382
rmiranda@cochise.az.gov

COUNTY PROCUREMENT:

Brandon L. Morrison
Contracts Administrator
1415 West Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-8391
bmorrison@cochise.az.gov

ACCEPTANCE OF OFFER:

The offer is hereby accepted, and the Contractor is now bound to sell or provide the materials, services, or construction, as indicated by the PO or Award Letter based upon the solicitation documents, including all its attachments and amendments, and the offer as submitted by the Contractor, and accepted by Cochise County, unless otherwise amended.

This contract is for the purchase of one (1) Moffett MX8 forklift in the amount of \$56,304.00.

This contract shall henceforth be referenced as Contract 19-10-FLT-08. The Contractor is cautioned not to commence any billable work or to provide any materials or services under this Contract until the Contractor receives an executed PO or Notice to Proceed.

Awarded this 9th day of October 2018.

BOARD OF SUPERVISORS:

Peggy Judd
Chairwoman

Date

APPROVED AS TO FORM:

Cochise County Attorney's Office

Date