



Cochise County Board of Supervisors

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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, November 27, 2018 at 10:00 AM

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of October 23, 2018.
2. Approve the 2019 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2019, the 2019 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2019 meeting schedule.
3. Grant the Cochise County Fair Association permission to apply to host live horse racing in 2019 as required by the Arizona Department of Gaming.

Community Development

4. Adopt Resolution 18-23 to approve participation in the Census 2020 Complete County Committee and encourage every person in Cochise County to be counted.

County Sheriff

5. Approve the renewal of a Memorandum of Agreement (MOA) between Cochise County Sheriff's Office and Fort Huachuca to hold military prisoners in the Cochise County Jail at the current per diem rate of \$318.06 first day and \$61.91 each additional day, effective April 14, 2018 through September 31, 2027.
6. Approve Agreement #18-LE-11030500-003, between the United States Department of Agriculture (USDA) Forest Service and the Sheriff's Office, in the amount of \$10,000 for overtime employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest, effective January 1, 2019 through December 31, 2019.

Court Administration

7. Approve the appointment of retiring Justice of the Peace, Precinct 6, Michael Skiles as Justice of the Peace Pro Tempore countywide for emergency or temporary coverage, pursuant to ARS 22-121 for the period beginning January 2, 2019 through June 30, 2019, with no compensation per agreement with Judge Skiles.

Finance

8. Approve demands and budget amendments for operating transfers, and transfer between funds in attached memo.

ACTION

Board of Supervisors

9. Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.
10. Approve First Amended Intergovernmental Agreement (IGA) for Animal Shelter Services with Huachuca City.

County Sheriff

11. Approve the award letter from the Arizona Department of Homeland Security (AZDHS) Grant 2018 in the amount of \$17,000 between (AZDHS) and the Cochise County Sheriff's Office, effective October 1, 2018 through September 30, 2019.

Health & Social Services

12. Approve Amendment #1 to the Arizona Prescription Drug Overdose Prevention Program Contract #ADHS18-180472 between the Arizona Department of Health Services and Cochise Health and Social Services, in the amount of \$125,000, effective September 1, 2018 through August 31, 2019.
13. Approve Amendment #5 to the Emergency Preparedness Program Contract #ADHS17-133164 between the Arizona Department of Health Services and Cochise Health and Social Services in the amount of \$180,975, effective September 1, 2018 through August 31, 2019.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

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

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

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

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 October 23, 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, October 23, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, October 23, 2018 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

Chairman Judd called the meeting to order at 10:04 a.m.

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman Judd opened the call to the public.

Mr. Tim Schmitt, Willcox resident, addressed the Board regarding concerns over the outreach for small businesses in the County.

No one else chose to speak and Chairman Judd closed the call to the public.

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

PRESENTATION

Presentation by Mr. Matt Klump about support for Economic Development in the Willcox area.

Mr. Klump addressed the Board on his concerns over the perception for citizens who are trying to start businesses in the County. He added that from his experience no one is satisfied with the County's processes. He added that the County needs to do a better job to partner with citizens to address economic development concerns. He highlighted the need for improvements at the Willcox Airport and to decrease permitting fees.

Chairman Judd thanked Mr. Klump for his presentation.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of October 9, 2018.

County Attorney

2. Approve the proposed settlement of the Tax Appeal in *Karma Hotels, LLC v. Cochise County*, TX2016-001306, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Sheriff

3. Approve contract 2019-PTS-011 between Cochise County and the Governor's Office of Highway Safety in the amount of \$10,000 for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP) effective October 1, 2018 to September 30, 2019.
4. Approve contract 2019-AL-012 between Cochise County and the Governor's Office of Highway Safety for \$23,000 in overtime funds and the purchase of 6 Preliminary Breath Tests (PBT) for the Driving Under the Influence (DUI) Enforcement Program effective October 1, 2018 to September 30, 2019.

Court Administration

5. Approve Proclamation for Friday, November 9, 2018 to be proclaimed as National Adoption Day in Cochise County.

Finance

6. Approve demands and budget amendments for operating transfers.

Vice-Chairman Call moved to approve items 1-6 on the consent agenda. Supervisor English seconded the motion and it was approved unanimously.

PUBLIC HEARINGS

Board of Supervisors

7. Adopt Resolution 18-20 of the Cochise County Board of Supervisors Establishing a Deferred Prosecution Fee Schedule.

Mr. Jason Lindstrom, Deputy County Attorney, presented this item. Mr. Lindstrom said that this program had been in effect but needed to be formalized to comply with audit procedures. He added that there were no significant changes since the inception of the program and gave background on the purpose of the program and its positive impact on the community.

Chairman Judd opened the public hearing.

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

Supervisor English moved to adopt Resolution 18-20 of the Cochise County Board of Supervisors Establishing a Deferred Prosecution Fee Schedule. Vice-Chairman Call seconded the motion.

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

Community Development

8. Adopt Resolution 18-21 establishing Robbs Road as a Declared County Highway.

Ms. Jackie Watkins, County Engineer, presented this item using a PowerPoint presentation. Ms. Watkins gave the background, showed a map of the location, pictures of the road, and stated that the reason for the resolution was to meet the requirements of the grant received to pave Robbs Road.

Chairman Judd opened the public hearing.

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

Vice-Chairman Call moved to adopt Resolution 18-21 establishing Robbs Road as a Declared County Highway. Supervisor English seconded the motion.

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

9. Adopt Zoning Ordinance 18-09, approving Docket Z-18-08, amending certain zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres), pursuant to the application of Daniel Thiels.

Mr. Peter Gardner, Planner II, presented this item using a PowerPoint presentation. Mr. Gardner gave the background:

- The Applicant is requesting rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres) on a ten acre site east of Sunizona.
- The parcel, 401-17-306, is located north of the failed Sunizona Acres #3 subdivision. This subdivision is zoned R-36, as the lots are one acre. The applicant's parcel, being nearby, was also zoned R-36 in 1975, despite being 10 acres.
- The request for a rezoning from R-36 to RU-4 is to facilitate use of the Owner Builder Opt-Out program and preserve the open space.

He showed pictures of the property and surrounding area. He then went over the Factors in Favor of the Approval:

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. Five letters of support has been received.

He noted that two letters of opposition had been received citing tax concerns and inability to develop. He added that the Planning and Zoning Commission did vote unanimously to recommend a conditional approval and listed the conditions that would be used if the Board approved the item:

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

Chairman Judd opened the public hearing.

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

Supervisor English moved to adopt Zoning Ordinance 18-09, approving Docket Z-18-08, amending certain zoning district boundaries from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres), pursuant to the application of Daniel Thiels. Vice-Chairman Call seconded the motion.

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

ACTION

Board of Supervisors

10. Approve the sales of the August 20-31, 2018 Tax Deed Land Auction held online through Public Surplus of parcels listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said that the auction had resulted in property sales of \$48,066.55. She noted that if approved she would be moving forward with the over the counter sales.

Vice-Chairman Call moved to approve the sales of the August 20-31, 2018 Tax Deed Land Auction held online through Public Surplus of parcels listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B). Supervisor English seconded the motion.

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

11. Approve the First Amendment to the Intergovernmental Agreement (IGA) between Cochise County ("County") and the City of Sierra Vista ("City") for Regional 911 Communications and Establishment of the Southeastern Arizona Communications Center (SEACOM).

Mr. Ed Gilligan, County Administrator, presented this item. Mr. Gilligan said that there had been many meetings and discussions on how to move forward to bring stability and flexibility in the future to SEACOM. He said that the major changes involved moving the Financial and Human Resources duties to the City. He said this would facilitate the transition to having a single employer and help avoid the Director having to deal with two separate entities. He added that there were also other changes that had been discussed with the Board previously.

Supervisor English moved to approve the First Amendment to the Intergovernmental Agreement (IGA) between Cochise County ("County") and the City of Sierra Vista ("City") for Regional 911 Communications and Establishment of the Southeastern Arizona Communications Center (SEACOM). Vice-Chairman Call seconded the motion.

Supervisor English said that the goal for SEACOM had not changed, but in order to accommodate inefficiencies the County wanted to make changes that clarified processes.

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

12. Adopt Resolution 18-22 selecting County Representative on Board of Southeastern Arizona Communications Center (SEACOM).

Mr. Ed Gilligan, County Administrator, presented this item. Mr. Gilligan said that his recommendation was to have the Board select the Sheriff as the County's representative on the SEACOM Board. He added that the Sheriff was in agreement and accepted the selection.

Vice-Chairman Call moved to adopt Resolution 18-22 selecting Sheriff Mark Dannels to be the County Representative on Board of Southeastern Arizona Communications Center (SEACOM). Supervisor English seconded the motion.

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

County Sheriff

13. Approve the acceptance of a donation to the Cochise County Sheriff's office in the amount of \$956,420 from the Howard G. Buffet (HGB) Foundation in support of the Financial Crimes Unit for an additional two years.

Lieutenant Sean Gijanto, Sheriff's Office, presented this item. Lieutenant Gijanto gave the background and explained the purpose of the unit. He went over staffing and highlighted some statistics. He noted that the unit mostly worked with other partners to properly address these types of crimes. He noted that there were no formal reports due to a confidentiality concern and all reports to the Foundation were done verbally.

Supervisor English asked about the future of the unit due to the original plan that this unit would be self sustained.

Lieutenant Gijanto said that there are difficulties to the unit becoming self sufficient due to revenues being frozen until investigations are completed.

Supervisor English said that she was not supportive of private donors paying for salaries of government employees. She added that if the County needed to provide a service it should be done through general funds. She also noted that the letter attached to the item from the Foundation had insinuated that the Board was trying to divert donated money from Sheriff programs and wanted to clarify that it was not the case.

Vice-Chairman Call said that if the reporting style was going to be verbal that should be clarified in the award letter.

Supervisor English moved to approve the acceptance of a donation to the Cochise County Sheriff's office in the amount of \$956,420 from the Howard G. Buffet (HGB) Foundation in support of the Financial Crimes Unit for an additional two years. Vice-Chairman Call seconded the motion.

Chairman Judd called for the vote and it was approved 2-0-1 (English opposed).

Facilities

14. Approve a license agreement between Cochise County and the City of Bisbee authorizing the City exclusive use of the County's property located at 915 S. Tovreaville Road in Bisbee for a period of not less than 25 years.

Mr. Ed Gilligan, County Administrator, presented this item. Mr. Gilligan explained that this would be a good location for the City of Bisbee to serve the public and said that any services currently provided from that location would be moved to another County owned locaiton.

Vice-Chairman Call moved to approve a license agreement between Cochise County and the City of Bisbee authorizing the City exclusive use of the County's property located at 915 S. Tovreaville Road in Bisbee for a period of not less than 25 years. Supervisor English seconded the motion.

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

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

Mr. Gilligan deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call deferred his report.

Report by District 2 Supervisor, Ann English

Supervisor English wanted to highlight Domestic Violence Awareness Month and discussed community events to bring awareness to this issue.

Report by District 3 Supervisor, Peggy Judd

Chairman Judd deferred her report.

Chairman Judd adjourned the meeting at 11:13 a.m.

APPROVED:

Peggy Judd, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

2019 Board Meeting Calendar

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Arlethe Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the 2019 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2019, the 2019 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2019 meeting schedule.

Background:

Each year, we develop and post a notice of the regularly scheduled Board meetings, as required by statute.

Department's Next Steps (if approved):

Post notice of regular meetings on the bulletin board and online; disseminate information to County departments; input regular BOS meeting dates in AgendaQuick.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

2019 Board Meeting Schedule

**COCHISE COUNTY BOARD OF SUPERVISORS
MEETING DEADLINES***

2019

January '19						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February '19						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March '19						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April '19						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May '19						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June '19						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July '19						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August '19						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September '19						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October '19						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November '19						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December '19						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Submission Deadlines

Regular Board Meetings

Special Meetings regarding the Budget will be held on:

May 21 (Tentative), June 25 (Final), and August 19 (Rates/Levies)

Holidays - County Offices Closed

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

Letter of Support for Cochise County Fair Association to host Horse Races

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Grant the Cochise County Fair Association permission to apply to host live horse racing in 2019 as required by the Arizona Department of Gaming.

Background:

Ms. Dominique Valenzuela, General Manager of the Cochise County Fair Association, has requested that the Board give them permission, as required by the Arizona Department of Gaming to host live horse racing in 2019.

Department's Next Steps (if approved):

Send notice to the Cochise County Fair Assosication.

Impact of NOT Approving/Alternatives:

The Fair Association will not be able to host live horse racing.

To BOS Staff: Document Disposition/Follow-Up:

Send email to Ms. Valenzuela notifying of the Board's decision to cochisectyfair@qwestoffice.net or call at 520-364-3819.

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

Letter

November 16,2018

Cochise County Board of Supervisors
1415 W. Melody Lane, Bldg. G
Bisbee, AZ 85607

Dear Sirs & Madame;

This letter is to request permission from the Cochise County Board of Supervisors to grant permission to the Cochise County Fair Association to apply for race dates in 2019. We would an approval of 4 days in the year 2019. Not all of these days will be run as live racing at the fairgrounds facility but with your permission to apply for them we will be closer to being able to pick live race days out of these dates requested.

Thank you in advance for your continued support of this Association and I look forward to hearing from you soon.

Sincerely,

Dominique Valenzuela, General Manager
Cochise County Fair Association

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

Census 2020 Complete Count Committee

Submitted By: Dan Coxworth, Community Development

Department: Community Development Division: Development Services

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: Dan Coxworth TITLE of PRESENTER: Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 18-23 to approve participation in the Census 2020 Complete County Committee and encourage every person in Cochise County to be counted.

Background:

The next U.S. Census will occur on April 1, 2020. In order to make this census as accurate a count of the country's population as possible, the U.S. Census Bureau has requested that local governments establish "complete count committees". The purpose of these committees is to encourage residents to participate in the Census. A complete count committee is a volunteer committee established by local governments and/or community leaders to increase awareness about the census and motivate residents in the community to respond.

Department's Next Steps (if approved):

Continue to work with jurisdictions in Cochise County and participate in the Cochise County Complete Count Committee.

Impact of NOT Approving/Alternatives:

Cochise County will not partner with other County jurisdictions in a Complete Count Committee.

To BOS Staff: Document Disposition/Follow-Up:

Please record and return the signed Resolution to Development Services. Thanks!

Attachments

Resolution

RESOLUTION 18-__

A RESOLUTION OF THE COCHISE COUNTY BOARD OF SUPERVISORS TO PARTICIPATE IN THE CENSUS 2020 COMPLETE COUNT COMMITTEE AND TO ENCOURAGE EVERY PERSON TO BE COUNTED.

WHEREAS, the United States Constitution requires a Census of the population of our nation every 10 years. The Federal Government uses the Census information to determine how many Representatives the State of Arizona has in the United States House of Representatives, and the State Government uses the information to determine districting in our State Legislature; and

WHEREAS, individual Census records are confidential and protected under Title 13 of the United States Code. Under the census laws, the Department of Commerce and its Bureau of the Census are prohibited from sharing individual Census information with any other agency, including for example, immigration or law enforcement agencies; and

WHEREAS, having an accurate and complete Census count is important to Cochise County in determining Federal and State aids and grants, economic development, housing assistance, transportation improvements and many other uses; and

WHEREAS, all units of government, large and small corporations, non-profit organizations, religious organization and local businesses of all sizes rely on available information on population and family size, and income data to further government investment, job development, and marketing guidance and to determine the impact of education, health, and social programs; and

WHEREAS, Cochise County, the City of Benson, City of Wilcox, City of Sierra Vista, Town of Huachuca City, City of Tombstone, City of Bisbee, and City of Douglas have each pledged that every resident of Cochise County counts and deserves to be counted, and their participation in the Census 2020 Complete County Committee reflects their ideals in furtherance of that pledge; and

WHEREAS, a united voice for businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2020 Census message to reach a broader audience, and Complete Count Committees are a core strategic element

of the Census Bureau to promote the Census; and

WHEREAS, Complete Count Committees exist to plan and implement locally-based outreach campaigns that raise awareness of the Census and are comprised of trusted voices in the community.

NOW, THEREFORE, BE IT RESOLVED BY THE COCHISE COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

- The Board recognizes the importance of the 2020 Census and establishes the County's participation in the regional Cochise County Complete Count Committee.
- The Board asks its affiliates and membership to partner together to achieve an accurate and complete count.
- The Board encourages membership and affiliates to participate in events and initiatives including local Complete Count Committees that will raise overall awareness of the 2020 Census and increase participation among all populations.
- The Board will promote Census 2020 Jobs through all means the County determines to be effective.
- The Board will use 2020 Census drop-in articles, messages and logos in appropriate newsletters, mailings and other in-house communications.
- The Board will provide a link to the 2020 Census website from the Cochise County website.

PASSED AND ADOPTED, this ____ day of _____, 2018.

Peggy Judd, Chair
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Elda E. Orduño
Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

Memorandum of Agreement between US Army Garrison, Fort Huachuca Directorate of Emergency Services and The Office of the Sheriff, Cochise County Jail

Submitted By: Christy Heisner, County Sheriff

Department: County Sheriff

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

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

NAME of PRESENTER: Christy Heisner **TITLE of PRESENTER:** Detention Lieutenant

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the renewal of a Memorandum of Agreement (MOA) between Cochise County Sheriff's Office and Fort Huachuca to hold military prisoners in the Cochise County Jail at the current per diem rate of \$318.06 first day and \$61.91 each addition day, effective April 14, 2018 through September 31, 2027.

Background:

Fort Huachuca has historically utilized the Cochise County Jail to house pre-trial military prisoners. The County is reimbursed at the current per diem rate by the US Army Garrison, Fort Huachuca.

Department's Next Steps (if approved):

If approved, Cochise County Jail will continue to house military prisoners for Fort Huachuca at the current per diem rate which may change based on the yearly per diem study.

Impact of NOT Approving/Alternatives:

If not approved, Fort Huachuca will have to make arrangements to house their pretrial prisoners in another location. The closest military Brigg is in Yuma, so they would possibly use another county jail.

To BOS Staff: Document Disposition/Follow-Up:

If approved, please return the signed originals to the Sheriff's Office.

Attachments

MOA



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

**MEMORANDUM OF AGREEMENT
BETWEEN
US ARMY GARRISON, FORT HUACHUCA DIRECTORATE OF EMERGENCY
SERVICES
AND
THE OFFICE OF THE SHERIFF, COCHISE COUNTY JAIL
for
MILITARY CONFINEMENT IN THE COCHISE COUNTY JAIL**

W91QUS-201808-05

This is a memorandum of Agreement (MOA) between US Army Garrison, Fort Huachuca Directorate of Emergency Services and the Office of the Sheriff, Cochise County Jail. When referred to collectively, US Army Garrison, Fort Huachuca Directorate of Emergency Services and Office of the Sheriff, Cochise County Jail are referred to as the "Parties".

1. **PURPOSE** This Memorandum of Agreement (MOA) is designed to ensure that all military confined in the Cochise County Jail are held in accordance with the provisions of applicable law and regulations.

2. **REFERENCES:** Army Regulation 190-47, dated 15 June 2006; DODI 4000.19, Support Agreements, 25 April 2013.

3. **RESPONSIBILITIES OF THE PARTIES:**

3.1. Fort Huachuca Directorate of Emergency Services (DES) will-

3.1.1. As the Command's Primary law enforcement agency, DES will ensure that Fort Huachuca correctly and efficiently apprehends and confines all prisoners according to applicable laws and regulations.

3.1.2. Coordinate with the Office of the Staff Judge Advocate, as appropriate, to ensure all confinement orders, charge sheets and any other necessary documents needed to confine Soldiers from the Fort Huachuca area of responsibility are provided. All confinement orders will indicate the status of the prisoner, whether pretrial or post-trial, for the purpose of correct segregation in accordance with Army Regulation 190-47.

3.1.3. Coordinate with the Office of the Staff Judge Advocate to ensure a responsible official from DES is named as the point of contact for jail per-diem charges billing purposes. The DES will validate all fees and services provided prior to making payment.

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3.1.4. Coordinate with the Office of the Staff Judge Advocate to ensure the facility is notified in advance of any prisoner to be placed into confinement in the jail facility and any prisoner to be brought out of the jail facility.

3.1.5. Coordinate with the parent unit of the Soldier to be confined to ensure two escorts, one driver, and a government owned vehicle are provided for each prisoner to be transported to and from the jail. Designated unit personnel will be responsible for completion of all necessary jail forms (sign in, sign out, emergency notification). Advise Command of confined Soldier of their duties to check on the welfare of the Soldier as required by regulatory guidance.

3.1.6. Provide necessary instructions and equipment in accordance with Army Regulation 190-47 for the proper security, safety, and transportation of prisoners to assigned escorts and drivers.

3.1.7. Conduct announced and unannounced inspections of the jail facility. Inspections will address the general condition of the facility, e.g. overall cleanliness, prisoner conditions, etc. Inspections will be performed in accordance with the standards set forth in Army Regulation 190-47.

3.1.8. Contact the jail facility on a daily basis either in person or via telephone to obtain a status report of any military prisoners. Matters of concern during this reporting session include prisoner issues and general information regarding federal prisoners. The daily report will include the total number of prisoners, classification as pre-trial or post-trial, officer, or enlisted, and male or female. The report will also identify any problems with any of the prisoners, to include health problems, discipline problems, etc.

3.2. Office of the Sheriff, Cochise County will-

3.2.1. Ensure that the jail facility is a member in good standing with the American Jail Association and the American Correctional Association; is maintained in accordance with the Arizona Jail Standards adopted by the Arizona Sheriff's Association and the Arizona Counties Insurance Pool and meets the standards required to house prisoners for the U.S. Marshal's Service. These standards are based on legal requirements and sound corrections practice.

3.2.2. Immediately notify the Director of Emergency Services ([520-533-3000](tel:520-533-3000)/desk-sgt@us.army.mil) Fort Huachuca, or his/her designee in the event of any prisoner incident such as medical emergencies, fights, or other exigent circumstances not otherwise described in this agreement.

3.2.3. Ensure each military prisoner is fed three (3) meals (including two hot meals) per day (each 24-hour period) consistent with the standards the facility is required to meet in feeding its civilian prisoners.

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A qualified nutritionist or dietician ensures meals meet the nationally recommended allowances for basic nutrition.

3.2.4. Provide mail services for the military prisoners consistent with the standards the facility is required to meet for its civilian prisoners. The jail facility will provide a copy of the institutions policy/procedure to DES, Fort Huachuca within 30 days of signing this agreement.

3.2.5. Furnish all health and comfort items consistent with the standards provided to civilian prisoners.

3.2.6. Obtain/or furnish emergency care for military soldiers. An emergency is defined as a serious illness or a life threatening injury. In the event a military prisoner is admitted to any medical facility for treatment, the military will take custody of their prisoner within 12 hours of being contacted by the Jail Commander or his designee. The military will be responsible for their cost of any medical services provided to the prisoner.

3.2.6. Provide space for confidential, face to face meetings between prisoners and their respective counsel and/or Military Chain of Command representatives.

3.2.7. Provide the appropriate treatment and care of all prisoners in accordance with State and Federal law.

3.2.8. Provide appropriate housing for military soldiers.

3.2.9. Supervise and control all military soldiers confined in the jail facility.

3.2.10. Implement controls to ensure that Military pretrial (detained) and Military post-trial (sentenced) prisoners are not integrated in the same cell for any purpose. Implement controls to ensure that a Soldier in pre-trial confinement will not mingle with prisoners who have been sentenced to confinement. Male and female prisoners will not be integrated. This facility will not house military prisoners with foreign nationals in the same cell. Soldiers in confinement will be segregated by status of officer, noncommissioned officer, and enlisted.

3.2.11. Establish policy, procedures and religious support where prisoners have the opportunity to participate in practices of their faith deemed essential by the faith's judicatory. Practices of religious faith must not cause disruption to the order and discipline within the institution and/or pose a threat to the safety of persons involved.

3.2.12. Not require pre-trial prisoners to perform any work other than cleaning their own cell area to published standards. Under no circumstances will pre-trial prisoners supplement the prisoner work force.

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3.2.13. Permit visitation to the following individuals as outlined below:

3.2.13.1. Director of Emergency Services Representative: 24 hours per day.

3.2.13.2. Chaplain: During normal military duty hours (0600-1800)

3.2.13.3. Prisoner Counsel: During normal military duty hours (0600-1800) with 30 minute notice. The jail facility will receive calls from prisoner counsel and inform the prisoner that their counsel has attempted to contact them. Prisoners will then be permitted to make prisoner initiated telephone calls to their counsel during normal duty hours (0600-1800) daily except holidays, as allowed in military confinement facilities.

3.2.13.4. Military Prisoner's Commander or Authorized Representative: During military duty hours (0600-1800) subject to three (3) hours advance notice and if at all possible notify the Jail Commander a day prior.

3.2.14. The jail facility may refuse to accept a prisoner for any reason. If the jail facility refuses a prisoner, the Jail Commander, or his representative will directly contact DES, or his representative

4. COST:

4.1 The Jail Per Diem Study conducted yearly determines the cost to house an inmate and changes on a yearly basis. The current rate is: First day \$318.06, each additional day \$61.91. No appropriated funds of the Army are obligated by this agreement. This agreement will not be used as a contract to purchase services. Required services will be purchased by authorized Army personnel using a Government Purchase Card.

5. GENERAL PROVISIONS:

5.1. POINT OF CONTACT AND CORRESPONDENCE: The following point of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its' point of contact upon reasonable notice to the other Party. All correspondence and notices to be given pursuant to this MOA will be addressed as follows:

**5.1.2. US Army Garrison, Fort Huachuca
2854 Boyd Ave, Bldg 41407
Fort Huachuca, AZ 85613
520-533-1300**

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5.1.3. Office of the Sheriff, Cochise County Jail
203 N Judd Dr.
Bisbee, AZ 85603

5.2. REVIEW OF AGREEMENT: This MOA will be reviewed on or around the anniversary of its effective date triennially in its entirety.

5.3. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

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

5.5. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.6. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

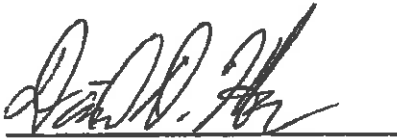
5.7. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.8. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

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SUBJECT: MILITARY CONFINEMENT IN THE COCHISE COUNTY JAIL

5.9. EXPIRATION DATE: This MOA expires on 31 September 2027.

5.10. OSJA REVIEW: The Office of the Staff Judge Advocate has reviewed this agreement and determined that the agreement is legally sufficient.



USAG Fort Huachuca
Reviewing Attorney

25 August 2018

(Date)

BRIAN McINTYRE
County Attorney
Cochise County

(Date)

5.11. AGREED:

CHAD O. RAMBO
Colonel, MI
Commanding

(Date)

PEGGY JUDD
Chairman
Board of Supervisors

(Date)

MARK DANNELS
Sheriff
Cochise County

(Date)

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

Grant Agreement with US Forest Service

Submitted By: Tod Linendoll, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Tod Linendoll

TITLE of PRESENTER: Sergeant

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Agreement #18-LE-11030500-003, between the United States Department of Agriculture (USDA) Forest Service and the Sheriff's Office, in the amount of \$10,000 for overtime employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest, effective January 1, 2019 through December 31, 2019.

Background:

These agreements with the Forest Service are essentially an annual event. As in previous years, this year's agreement provides for the Forest Service to reimburse up to \$10,000.00 in overtime, ERE and mileage for deputies to patrol the various recreation areas of the Coronado National Forest. This agreement has been approved by the County Attorney's Office.

Department's Next Steps (if approved):

Upon approval the agreements will be returned to the Forest Service and the Sheriff's Office will initiate patrols of the recreation areas in the Coronado National Forest.

Impact of NOT Approving/Alternatives:

If not approved the Sheriff's Office will not be able to utilize this funding to conduct patrols of the Forest's recreation areas, thus requiring the expenditure of general fund money to respond to any law enforcement calls originating in those areas.

To BOS Staff: Document Disposition/Follow-Up:

Return both original signed copies of the agreement to the Sheriff's Office so they can be forwarded to the US Forest Service.

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

Grant Approval Form

US Forest Patrol Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	13

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 18-LE-11030500-003	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
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4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Cheri Bowen, Patrol Captain Coronado National Forest, Supervisor's Office 300 W. Congress Street Tucson, AZ 85701	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Same
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6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Mark Dannels, Sheriff Cochise County Sheriff's Department 205 N. Judd Dr. Bisbee, AZ 85603	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
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8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding for 2019 NFLE0319/1360 \$10,000
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): 2019 Annual Operating Plan

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Establish 2019 Operating Plan and increase funding for 2019.

10. ATTACHED DOCUMENTATION (Check all that apply):


<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2019 Annual Operating Plan

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COOPERATOR SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): See Attached Signature Page		11.F. NAME (type or print): See Attached Signature Page	
11.G. TITLE (type or print):		11.H. TITLE (type or print):	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  LISA J. WHITNEY U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 11/07/2018
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 18-LE-11030500-003 Mod 1

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
COCHISE COUNTY SHERIFF’S OFFICE
And the
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST**

2019 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Operating Plan, is hereby made and entered into by and between the Cochise County Sheriff’s Office, hereinafter referred to as the “Cooperator,” and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #18-LE-11030500-003 executed on January 1, 2018. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2019 and ending December 31, 2019.

Previous Year Carry-over: \$2,708.24 as of 10/29/2018

Current CY 2019 Obligation: \$10,000.00

CY 2019 Total Annual Operating Plan: 10,000.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Dannels, Sheriff Cochise County Sheriff’s Department Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-3517 Email: mdannels@cochise.az.gov	Name: Thad Smith, Chief Deputy Cochise County Sheriff’s Department Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-7603 Email: tsmith@cochise.az.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cheri Bowen, Patrol Captain Coronado National Forest 300 W. Congress Tucson, AZ 85701 Telephone: 520-388-8430 FAX: 520-388-8431 Email: cbowen@fs.fed.us	Lisa J Whitney, Grants Management Specialist Coronado National Forest 300 W. Congress Street Tucson, AZ 85701 Telephone: (520) 388-8310 FAX: 520-388-8331 Email: ljwhitney@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at the prevailing rate depending on vehicle(s) used for patrols*

Wages (salaries + fringe benefits) will be reimbursed at the prevailing rates(s) based on current Cooperator pay plan*

*The Cooperator shall submit a current fleet/mileage rate and salary rate table (Attachment A) to accompany the CY 2019 Operating Plan; and any changes to fleet/mileage or salary rate(s) shall require a written notice to the U.S. Forest Service within 30 days of official change in rate(s).

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

U.S. Forest Service roads on the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (See Attachment B).

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Campgrounds, developed sites, and dispersed areas on the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (See Attachment B).



Total reimbursement for this category shall not exceed the amount of: \$10,000.00. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$10,000.00.

III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24 hour initial support time does not include travel time to and from the wildfire incident.



All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.

Upon request and concurrence by and between both Parties:

The Sheriff's Department shall:

- a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

Cheri Bowen, Patrol Captain
U.S. Forest Service, LEI
Southern Arizona Zone
300 W. Congress Street
Tucson, AZ 85701

The Patrol Captain will review and approve the invoice, and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:



- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)
- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed*

*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
 - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the Current CY's Annual Operating Plan.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.



This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

V. *See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

A. Billing frequency for sections II, III, and IV shall be quarterly, not to exceed \$10,000.00.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,000.00	N/A
Special Enforcement Situations	\$0.00	N/A
Total	\$10,000.00	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

MARK DANNELS, Sheriff
Cochise County Sheriff's Office

Date



Elda Orduno

11/07/2018

ELDA ORDUNO, County Attorney
Cochise County

Date

PEGGY JUDD, Chairperson
Cochise County Board of Supervisors

Date

Attested by:

ARLETHE RIOS, Clerk of the Board

Date

KERWIN S. DEWBERRY, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date

JAMES ALFORD, Special Agent in Charge
U.S. Forest Service, Southwestern Region LE&I

Date

The authority and format of this instrument have been reviewed and approved
for signature.

Lisa J. Whitney

11/07/2018

LISA J. WHITNEY
U.S. Forest Service Grants & Agreements Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment B
US Forest Service Law Enforcement & Cochise County Sheriff's Office
Cooperative Law Enforcement Agreement
18-LE-11030500-003

**2019
AOP**

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.

FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon

FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp

FR 209(4WD)-McGrew Springs, Guindani Canyon

FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon

FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn

FR 56-Miller Canyon, Clark Springs

FR 124- Clark Springs, near FR 56

FR 367- Hunter Canyon

FR 59- Ash/Lutz Canyon

FR 61- Montezuma Pass to Sunnyside Canyon

FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48

FR 48- Sycamore Springs/Canyon to Parker Canyon lake

FR 227-Sunnyside Canyon, intersects with FR 48

FR228- Scotia Canyon, Sunnyside Canyon

FR 771- Sutherland peak, Ida Canyon

S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon

FR 827- Manila Canyon- Ft Huachuca West gate

FR 202(4WD)- Korn Canyon, Brushy Canyon

FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon

FR 123- Pat Scott Canyon

FR 103- Granite Peak

FR 112- Blind Canyon

FR 113/105- Miller peak, Bond Springs

FR 110- Granite Peak, Bear prings

FR 103/104- Ash and Lutz Canyons, Black Bear Springs

Attachment B
US Forest Service Law Enforcement & Cochise County Sheriff's Office
Cooperative Law Enforcement Agreement
18-LE-11030500-003

2019
AOP

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)
FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345
FR 688 (4WD)- Stronghold Canyon West
FR 345- Middlemarch Road, Gordon Tank wash, Duran Well
FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345
FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345
FR 84- Cochise Stronghold, Stronghold Canyon, Jones Mountain, Kerwin Canyon
FR 795 (4WD)- Carlink Spring, Broken Arrow Camp
FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Developed recreation site:

FR 84- Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360
FR 360 (4WD)-Hog Canyon, intersects with FR 63
FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191
FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42
FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42
FR 713 (4WD)- intersects FR 42A, Ash Springs.
FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42
FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak
FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank
FR 356 –Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek
FR 41-West Turkey Creek, Sycamore, Intersects SR 181
FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon
FR 74E- Red Rock, Bathtub, Cypress Park
FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74
FR 717- Bruno Canyon, intersects with FR 74

Attachment B
US Forest Service Law Enforcement & Cochise County Sheriff's Office
Cooperative Law Enforcement Agreement
18-LE-11030500-003

2019
AOP

FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)
All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovy Canyon
FR 275- Rattle Snake Canyon
FR 334- Centrella Point
FR 243- Cima
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshow Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Cypress Park and Bathtub Campgrounds
FR 41- West Turkey Creek and Sycamore Campgrounds
FR 42- Pinery Canyon, Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Camgrounds
FR 622- South Fork picnic area

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 11/27/2018

Appointment of Justice of the Peace Pro Tempore

Submitted By: Dianna Bradshaw, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Eric Silverberg **TITLE of PRESENTER:** Court Administration**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of retiring Justice of the Peace, Precinct 6, Michael Skiles as Justice of the Peace Pro Tempore countywide for emergency or temporary coverage, pursuant to ARS 22-121 for the period beginning January 2, 2019 through June 30, 2019, with no compensation per agreement with Judge Skiles.

Background:

The court is required to appoint Justice of the Peace Pro Tempore with Board of Supervisors approval.

Department's Next Steps (if approved):

Formal appointment of Justice of the Peace Pro Tempore by the Presiding Judge of Cochise County.

Impact of NOT Approving/Alternatives:

Lack of a key resource to assist the justice courts and judicial officers.

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of approval of agenda item-send clerk's statement of outcome of item with BOS vote.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

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, and transfer between funds in attached memo.

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

Memo



Cochise County Finance Department

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

LYNETTE M. NOWLAN, CPA, CGFM
Finance Director

MEMORANDUM

To: Arlethe Rios, Clerk of the Board

From: Lynette Nowlan, Finance Director
Monica Moreno, Budget Officer

Date: October 25, 2018

Subject: Board approval to transfer dollars between Funds

Please add the following fund transfer to the Finance agenda item for the board meeting on Tuesday, November 27, 2018.

Money will be moving from:	\$13,000	208	CCSO
Money will be moving to:	\$13,000	281	Schools

Purpose: The above money will be moved to cover salary cost in Fund 281 for the adult educator for Special Needs (SPED) and non SPED inmates. Fund 208 has agreed to cover the shortage in the amount of \$13,000.

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018

Over the Counter Sale

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 Arlethe Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

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

Background:

Three OTC bids have been received and are reflected on the attached exhibit. In addition, the bidders will pay a \$25 administrative fee per parcel. The bids and associated payments have been received by BOS office staff for the parcels listed on the exhibit totaling \$11,443 (\$8,493 for the bids and \$2,950 administrative fee).

Mr. Searle has proposed a lower than the minimum bid on several parcels due to the fact that there are no improvements on this land and the road access is limited.

Department's Next Steps (if approved):

Deposit check and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

Impact of NOT Approving/Alternatives:

Properties will not be sold and will not be put back on the County's tax roll.

To BOS Staff: Document Disposition/Follow-Up:

Refer to Dept's Next Steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Exhibit A

Exhibit B

Unit	Total Parcels	Legal Description.Acres.Zoning	Minimum Bid	Proposed Bid	Bidder Name	Type of Deed	Address	City, State, Zip Code	Admin Fee
94	1	Parcel Number: 20342113 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1113 Acres: 0.19 Zoning: SR-8	\$120.00	\$145.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
95	1	Parcel Number: 20342114 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1114 Acres: 0.19 Zoning: SR-8	\$120.00	\$145.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
96	1	Parcel Number: 20342115 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1115 Acres: 0.19 Zoning: SR-8	\$120.00	\$145.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
102	1	Parcel Number: 20342125 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1125 Acres: 0.14 Zoning: SR-8	\$120.00	\$120.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
103	1	Parcel Number: 20342126 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1113 Acres: 0.14 Zoning: SR-8	\$120.00	\$120.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
104	1	Parcel Number: 20342127 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1127 Acres: 0.14 Zoning: SR-8	\$120.00	\$120.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
105	1	Parcel Number: 20342128 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1128 Acres: 0.14 Zoning: SR-8	\$120.00	\$120.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
106	1	Parcel Number: 20342129 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1129 Acres: 0.14 Zoning: SR-8	\$120.00	\$120.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
107	1	Parcel Number: 20342130 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1130 Acres: 0.14 Zoning: SR-8	\$120.00	\$120.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
108	1	Parcel Number: 20342131 Legal Description: COCHISE COUNTRY CLUB #3 LOT 1131 Acres: 0.14 Zoning: SR-8	\$120.00	\$120.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
157	1	Parcel Number: 20704118 Legal Description: AZ SUN SITES #9 LOT 2 BLK 809 Acres: 0.85 Zoning: SR-22	\$240.00	\$240.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00

158	1	Parcel Number: 20704125 Legal Description: AZ SUN SITES #9 LOT 9 BLK 809 Acres: 0.85 Zoning: SR-22	\$240.00	\$240.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
165	1	Parcel Number: 20706047 Legal Description: AZ SUN SITES #9 LOT 7 BLK 821 Acres: 0.85 Zoning: SR-22	\$240.00	\$240.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
209	1	Parcel Number: 20709300 Legal Description: AZ SUN SITES #9 LOT 20 BLK 801 Acres: 0.88 Zoning: SR-22	\$240.00	\$240.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
256	1	Parcel Number: 30333038 Legal Description: SAN SIMON LOTS 15 16 BLK 8 Acres: 0.19 Zoning: R-9	\$80.00	\$105.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
258	1	Parcel Number: 30333163 Legal Description: SAN SIMON LOT 4 BLK 19 Acres: 0.1 Zoning: R-9	\$80.00	\$105.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
259	1	Parcel Number: 3033343A Legal Description: SAN SIMON FRAC OF LOTS 7,8,& 9 BLK 43 Acres: 0.13 Zoning: R-9	\$240.00	\$240.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
439	1	Parcel Number: 40779313 Legal Description: LA COSTA EST LOT 384 Acres: 0.32 Zoning: SR-8	\$160.00	\$160.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
440	1	Parcel Number: 40779314 Legal Description: LA COSTA EST LOT 385 Acres: 0.32 Zoning: SR-8	\$160.00	\$160.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
455	1	Parcel Number: 40782021 Legal Description: LA COSTA EST PLAT B LOT 1111 Acres: 0.41 Zoning: RU-4	\$160.00	\$160.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
465	1	Parcel Number: 40782196 Legal Description: LA COSTA EST PLAT B LOT 1059 Acres: 0.35 Zoning: RU-4	\$160.00	\$160.00	Community Investment & Development LLC		9901 Belward Campus Drive, Suite 175	Rockville, MD 20850	\$25.00
120	1	Parcel Number: 20416007 Legal Description: LA PLAYA EST #1 LOT 7 BLK 1 Acres: 0.37 Zoning: R-9	\$320.00	\$320.00	Southwest Sea Land LLC, a Nevada Limited Liability Company		551 Carla Way	La Jolla, CA 92037	\$25.00
143	1	Parcel Number: 20702005 Legal Description: AZ SUN SITES #9 LOT 5 BLK 771 Acres: 0.87 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
144	1	Parcel Number: 20702017 Legal Description: AZ SUN SITES #9 LOT 17 BLK 771 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
145	1	Parcel Number: 20702059 Legal Description: AZ SUN SITES #9 LOT 19 BLK 773 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

146	1	Parcel Number: 20702060 Legal Description: AZ SUN SITES #9 LOT 20 BLK 773 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
147	1	Parcel Number: 20702108 Legal Description: AZ SUN SITES #9 LOT 8 BLK 776 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
148	1	Parcel Number: 20702109 Legal Description: AZ SUN SITES #9 LOT 9 BLK 776 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
149	1	Parcel Number: 20702127 Legal Description: AZ SUN SITES #9 LOT 7 BLK 777 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
150	1	Parcel Number: 20702183 Legal Description: AZ SUN SITES #9 LOT 3 BLK 780 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
151	1	Parcel Number: 20702184 Legal Description: AZ SUN SITES #9 LOT 4 BLK 780 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
152	1	Parcel Number: 20702232 Legal Description: AZ SUN SITES #9 LOT 12 BLK 782 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
153	1	Parcel Number: 20702237 Legal Description: AZ SUN SITES #9 LOT 17 BLK 782 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
154	1	Parcel Number: 20702238 Legal Description: AZ SUN SITES #9 LOT 18 BLK 782 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
155	1	Parcel Number: 20702239 Legal Description: AZ SUN SITES #9 LOT 19 BLK 782 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
159	1	Parcel Number: 20704169 Legal Description: AZ SUN SITES #9 LOT 13 BLK 811 Acres: 0.85 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
160	1	Parcel Number: 20704190 Legal Description: AZ SUN SITES #9 LOT 14 BLK 812 Acres: 0.85 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
161	1	Parcel Number: 20704274 Legal Description: AZ SUN SITES #9 LOT 2 BLK 817 Acres: 0.85 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
162	1	Parcel Number: 20704275 Legal Description: AZ SUN SITES #9 LOT 3 BLK 817 Acres: 0.85 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

163	1	Parcel Number: 20704276 Legal Description: AZ SUN SITES #9 LOT 4 BLK 817 Acres: 0.85 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
170	1	Parcel Number: 20707020 Legal Description: AZ SUN SITES #10 LOT 2 BLK 974 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
171	1	Parcel Number: 20707083 Legal Description: AZ SUN SITES #10 LOT 3 BLK 977 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
172	1	Parcel Number: 20707111 Legal Description: AZ SUN SITES #10 LOT 13 BLK 978 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
173	1	Parcel Number: 20707164 Legal Description: AZ SUN SITES #10 LOT 4 BLK 981 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
174	1	Parcel Number: 20707168 Legal Description: AZ SUN SITES #10 LOT 8 BLK 981 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
175	1	Parcel Number: 20707183 Legal Description: AZ SUN SITES #10 LOT 5 BLK 982 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
176	1	Parcel Number: 20707192 Legal Description: AZ SUN SITES #10 LOT 14 BLK 982 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
177	1	Parcel Number: 20707201 Legal Description: AZ SUN SITES #10 LOT 1 BLK 983 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
178	1	Parcel Number: 20707202 Legal Description: AZ SUN SITES #10 LOT 2 BLK 983 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
179	1	Parcel Number: 20707221 Legal Description: AZ SUN SITES #10 LOT 21 BLK 983 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
180	1	Parcel Number: 20707222 Legal Description: AZ SUN SITES #10 LOT 22 BLK 983 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
181	1	Parcel Number: 20707223 Legal Description: AZ SUN SITES #10 LOT 1 BLK 984 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

182	1	Parcel Number: 20707224 Legal Description: AZ SUN SITES #10 LOT 2 BLK 984 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
183	1	Parcel Number: 20708005 Legal Description: AZ SUN SITES #10 LOT 5 BLK 920 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
184	1	Parcel Number: 20708016 Legal Description: AZ SUN SITES #10 LOT 16 BLK 920 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
185	1	Parcel Number: 20708017 Legal Description: AZ SUN SITES #10 LOT 17 BLK 920 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
187	1	Parcel Number: 20708032 Legal Description: AZ SUN SITES #10 LOT 14 BLK 929 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
188	1	Parcel Number: 20708041 Legal Description: AZ SUN SITES #10 LOT 5 BLK 932 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
189	1	Parcel Number: 20708062 Legal Description: AZ SUN SITES #10 LOT 8 BLK 939 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
190	1	Parcel Number: 20708106 Legal Description: AZ SUN SITES #10 LOT 16 BLK 947 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
191	1	Parcel Number: 20708112 Legal Description: AZ SUN SITES #10 LOT 4 BLK 948 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
192	1	Parcel Number: 207008191 Legal Description: AZ SUN SITES #10 LOT 11 BLK 931 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
193	1	Parcel Number: 20708192 Legal Description: AZ SUN SITES #10 LOT 12 BLK 931 Acres: 0.53 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
194	1	Parcel Number: 20709016 Legal Description: AZ SUN SITES #9 LOT 16 BLK 787 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

195	1	Parcel Number: 20709031 Legal Description: AZ SUN SITES #9 LOT 11 BLK 788 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
196	1	Parcel Number: 20709032 Legal Description: AZ SUN SITES #9 LOT 12 BLK 788 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
197	1	Parcel Number: 20709066 Legal Description: AZ SUN SITES #9 LOT 6 BLK 790 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
198	1	Parcel Number: 20709074 Legal Description: AZ SUN SITES #9 LOT 14 BLK 790 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
199	1	Parcel Number: 20709075 Legal Description: AZ SUN SITES #9 LOT 15 BLK 790 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
200	1	Parcel Number: 20709159 Legal Description: AZ SUN SITES #9 LOT 19 BLK 794 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
201	1	Parcel Number: 20709171 Legal Description: AZ SUN SITES #9 LOT 11 BLK 795 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
202	1	Parcel Number: 20709175 Legal Description: AZ SUN SITES #9 LOT 15 BLK 795 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
203	1	Parcel Number: 20709195 Legal Description: AZ SUN SITES #9 LOT 15 BLK 796 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
204	1	Parcel Number: 20709196 Legal Description: AZ SUN SITES #9 LOT 16 BLK 796 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
205	1	Parcel Number: 207009197 Legal Description: AZ SUN SITES #9 LOT 17 BLK 796 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
208	1	Parcel Number: 20709246 Legal Description: AZ SUN SITES #9 LOT 6 BLK 799 Acres: 0.86 Zoning: SR-22	\$240.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
210	1	Parcel Number: 20711002 Legal Description: AZ SUN SITES #10 LOT 2 BLK 949 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
211	1	Parcel Number: 20711023 Legal Description: AZ SUN SITES #10 LOT 23 BLK 949 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

212	1	Parcel Number: 20711080 Legal Description: AZ SUN SITES #10 LOT 8 BLK 952 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
214	1	Parcel Number: 20711082 Legal Description: AZ SUN SITES #10 LOT 10 BLK 952 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
216	1	Parcel Number: 20711189 Legal Description: AZ SUN SITES #10 LOT 9 BLK 969 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
217	1	Parcel Number: 20711205 Legal Description: AZ SUN SITES #10 LOT 7 BLK 970 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
218	1	Parcel Number: 20711206 Legal Description: AZ SUN SITES #10 LOT 8 BLK 970 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
219	1	Parcel Number: 20711207 Legal Description: AZ SUN SITES #10 LOT 9 BLK 970 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
220	1	Parcel Number: 20711251 Legal Description: AZ SUN SITES #10 LOT 17 BLK 972 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
221	1	Parcel Number: 20712013 Legal Description: AZ SUN SITES #10 LOT 13 BLK 923 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
222	1	Parcel Number: 20712049 Legal Description: AZ SUN SITES #10 LOT 7 BLK 925 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
223	1	Parcel Number: 20712050 Legal Description: AZ SUN SITES #10 LOT 8 BLK 925 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
224	1	Parcel Number: 20712068 Legal Description: AZ SUN SITES #10 LOT 8 BLK 926 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
225	1	Parcel Number: 20713010 Legal Description: AZ SUN SITES #9 LOT 10 BLK 827 Acres: 0.84 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
226	1	Parcel Number: 20713011 Legal Description: AZ SUN SITES #9 LOT 11 BLK 827 Acres: 0.84 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

227	1	Parcel Number: 20713064 Legal Description: AZ SUN SITES #9 LOT 4 BLK 830 Acres: 0.86 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
228	1	Parcel Number: 20713075 Legal Description: AZ SUN SITES #9 LOT 15 BLK 830 Acres: 0.85 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
229	1	Parcel Number: 20713102 Legal Description: AZ SUN SITES #9 LOT 2 BLK 832 Acres: 0.85 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
230	1	Parcel Number: 20713129 Legal Description: AZ SUN SITES #9 LOT 9 BLK 833 Acres: 0.85 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
231	1	Parcel Number: 20713131 Legal Description: AZ SUN SITES #9 LOT 11 BLK 833 Acres: 0.85 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
232	1	Parcel Number: 20713180 Legal Description: AZ SUN SITES #9 LOT 20 BLK 835 Acres: 0.87 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
233	1	Parcel Number: 20713212 Legal Description: AZ SUN SITES #9 LOT 12 BLK 837 Acres: 0.86 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
234	1	Parcel Number: 20713224 Legal Description: AZ SUN SITES #9 LOT 4 BLK 838 Acres: 0.86 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
235	1	Parcel Number: 20713252 Legal Description: AZ SUN SITES #9 LOT 12 BLK 839 Acres: 0.86 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
236	1	Parcel Number: 20713291 Legal Description: AZ SUN SITES #9 LOT 11 BLK 841 Acres: 0.87 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
237	1	Parcel Number: 20713323 Legal Description: AZ SUN SITES #9 LOT 3 BLK 843 Acres: 0.86 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
238	1	Parcel Number: 20713335 Legal Description: AZ SUN SITES #9 LOT 15 BLK 843 Acres: 0.86 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
239	1	Parcel Number: 20713390 Legal Description: AZ SUN SITES #9 LOT 10 BLK 846 Acres: 0.87 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
240	1	Parcel Number: 20713399 Legal Description: AZ SUN SITES #9 LOT 19 BLK 846 Acres: 0.87 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

241	1	Parcel Number: 20713400 Legal Description: AZ SUN SITES #9 LOT 20 BLK 846 Acres: 0.88 Zoning: SR-22	\$400.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
242	1	Parcel Number: 20715031 Legal Description: AZ SUN SITES #10 LOT 7 BLK 927 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
243	1	Parcel Number: 20715036 Legal Description: AZ SUN SITES #10 LOT 12 BLK 927 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
244	1	Parcel Number: 20715037 Legal Description: AZ SUN SITES #10 LOT 13 BLK 927 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
245	1	Parcel Number: 20715040 Legal Description: AZ SUN SITES #10 LOT 16 BLK 927 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
246	1	Parcel Number: 20715063 Legal Description: AZ SUN SITES #10 LOT 15 BLK 934 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
247	1	Parcel Number: 20715064 Legal Description: AZ SUN SITES #10 LOT 16 BLK 934 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
248	1	Parcel Number: 20715065 Legal Description: AZ SUN SITES #10 LOT 17 BLK 934 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
249	1	Parcel Number: 20715066 Legal Description: AZ SUN SITES #10 LOT 18 BLK 934 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
250	1	Parcel Number: 20715177 Legal Description: AZ SUN SITES #10 LOT 15 BLK 943 Acres: 0.52 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
252	1	Parcel Number: 20715219 Legal Description: AZ SUN SITES #10 LOT 3 BLK 928 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
253	1	Parcel Number: 20715222 Legal Description: AZ SUN SITES #10 LOT 6 BLK 928 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00

1	Parcel Number: 20715239 Legal Description: AZ SUN SITES #10 LOT 5 BLK 921 Acres: 0.51 Zoning: SR-22	\$200.00	\$50.50	Richard Searle, Linda Searle, Jason Searle	Joint Tenancy w/Right of Survivorship	P.O. Box 796	Pearce, AZ 85625	\$25.00
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Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
1	10332004	BIG SKY RANCHES LOT 4 BK6 PG11 A&B SEC 27 22 25 38.01AC	38.01	RU-4	\$12,000.00
2	10671180	SECOND ADDN TO FRY LOT 24 BLK 13	0.193	MH-72	\$5,000.00
4	20245047	ARIZONA BELL RANCH #2 LOT 45	1.02	SR-43	\$640.00
6	20309011	TWIN LAKES COUNTRY CLUB #9 LOT 5583	0.25	SR-8	\$120.00
7	20309012	TWIN LAKES COUNTRY CLUB #9 LOT 5582	0.25	SR-8	\$120.00
8	20309013	TWIN LAKES COUNTRY CLUB #9 LOT 5581	0.25	SR-8	\$120.00
13	20309018	TWIN LAKES COUNTRY CLUB #9 LOT 5576	0.26	SR-8	\$120.00
17	20309022	TWIN LAKES COUNTRY CLUB #9 LOT 5548	0.25	SR-8	\$120.00
19	20309024	TWIN LAKES COUNTRY CLUB #9 LOT 5546	0.25	SR-8	\$120.00
20	20309025	TWIN LAKES COUNTRY CLUB #9 LOT 5545	0.25	SR-8	\$120.00
23	20309128	TWIN LAKES COUNTRY CLUB #9 LOT 5491	0.25	SR-8	\$120.00
24	20309129	TWIN LAKES COUNTRY CLUB #9 LOT 5490	0.25	SR-8	\$120.00
25	20309130	TWIN LAKES COUNTRY CLUB #9 LOT 5489	0.25	SR-8	\$120.00
26	20309131	TWIN LAKES COUNTRY CLUB #9 LOT 5488	0.25	SR-8	\$120.00
27	20309132	TWIN LAKES COUNTRY CLUB #9 LOT 5487	0.25	SR-8	\$120.00
28	20309133	TWIN LAKES COUNTRY CLUB #9 LOT 5506	0.25	SR-8	\$120.00
29	20309134	TWIN LAKES COUNTRY CLUB #9 LOT 5505	0.25	SR-8	\$120.00
30	20309135	TWIN LAKES COUNTRY CLUB #9 LOT 5504	0.25	SR-8	\$120.00
31	20309136	TWIN LAKES COUNTRY CLUB #9 LOT 5503	0.25	SR-8	\$120.00
32	20309137	TWIN LAKES COUNTRY CLUB #9 LOT 5502	0.24	SR-8	\$120.00
33	20309143	TWIN LAKES COUNTRY CLUB #9 LOT 5516	0.25	SR-8	\$120.00
34	20309144	TWIN LAKES COUNTRY CLUB #9 LOT 5515	0.25	SR-8	\$120.00
35	20309145	TWIN LAKES COUNTRY CLUB #9 LOT 5514	0.25	SR-8	\$120.00
36	20309146	TWIN LAKES COUNTRY CLUB #9 LOT 5513	0.25	SR-8	\$120.00
37	20309147	TWIN LAKES COUNTRY CLUB #9 LOT 5512	0.25	SR-8	\$120.00
38	20309158	TWIN LAKES COUNTRY CLUB #9 LOT 5521	0.25	SR-8	\$120.00
39	20309159	TWIN LAKES COUNTRY CLUB #9 LOT 5520	0.25	SR-8	\$120.00
40	20309160	TWIN LAKES COUNTRY CLUB #9 LOT 5519	0.25	SR-8	\$120.00
41	20309161	TWIN LAKES COUNTRY CLUB #9 LOT 5518	0.25	SR-8	\$120.00
42	20309162	TWIN LAKES COUNTRY CLUB #9 LOT 5517	0.25	SR-8	\$120.00
43	20309168	TWIN LAKES COUNTRY CLUB #9 LOT 5481	0.25	SR-8	\$120.00
44	20309169	TWIN LAKES COUNTRY CLUB #9 LOT 5480	0.25	SR-8	\$120.00
45	20309170	TWIN LAKES COUNTRY CLUB #9 LOT 5479	0.25	SR-8	\$120.00
46	20309171	TWIN LAKES COUNTRY CLUB #9 LOT 5478	0.25	SR-8	\$120.00
47	20309172	TWIN LAKES COUNTRY CLUB #9 LOT 5477	0.25	SR-8	\$120.00
51	20309176	TWIN LAKES COUNTRY CLUB #9 LOT 5473	0.25	SR-8	\$120.00
52	20309177	TWIN LAKES COUNTRY CLUB #9 LOT 5472	0.25	SR-8	\$120.00
53	20309229	TWIN LAKES COUNTRY CLUB #9 LOT 5046	0.33	SR-8	\$120.00
54	20309230	TWIN LAKES COUNTRY CLUB #9 LOT 5047	0.31	SR-8	\$120.00
55	20309231	TWIN LAKES COUNTRY CLUB #9 LOT 5008	0.24	SR-8	\$120.00
56	20309232	TWIN LAKES COUNTRY CLUB #9 LOT 5009	0.24	SR-8	\$120.00
57	20309233	TWIN LAKES COUNTRY CLUB #9 LOT 5010	0.24	SR-8	\$120.00
58	20309234	TWIN LAKES COUNTRY CLUB #9 LOT 5011	0.27	SR-8	\$120.00
59	20309437	TWIN LAKES COUNTRY CLUB #9 LOT 4954	0.34	SR-8	\$120.00
60	20309438	TWIN LAKES COUNTRY CLUB #9 LOT 4953	0.34	SR-8	\$120.00
61	20309443	TWIN LAKES COUNTRY CLUB #9 LOT 4975	0.25	SR-8	\$120.00
62	20309444	TWIN LAKES COUNTRY CLUB #9 LOT 4974	0.25	SR-8	\$120.00
63	20309445	TWIN LAKES COUNTRY CLUB #9 LOT 4973	0.25	SR-8	\$120.00
64	20309446	TWIN LAKES COUNTRY CLUB #9 LOT 4972	0.25	SR-8	\$120.00
65	20309447	TWIN LAKES COUNTRY CLUB #9 LOT 4971	0.25	SR-8	\$120.00
66	20309448	TWIN LAKES COUNTRY CLUB #9 LOT 4970	0.25	SR-8	\$120.00
67	20309572	TWIN LAKES COUNTRY CLUB #9 LOT 5290	0.28	SR-8	\$120.00
68	20309573	TWIN LAKES COUNTRY CLUB #9 LOT 5291	0.28	SR-8	\$120.00
69	20309574	TWIN LAKES COUNTRY CLUB #9 LOT 5292	0.28	SR-8	\$120.00
70	20309575	TWIN LAKES COUNTRY CLUB #9 LOT 5293	0.28	SR-8	\$120.00
71	20309576	TWIN LAKES COUNTRY CLUB #9 LOT 5294	0.29	SR-8	\$120.00
72	20309577	TWIN LAKES COUNTRY CLUB #9 LOT 5295	0.25	SR-8	\$120.00
73	20309578	TWIN LAKES COUNTRY CLUB #9 LOT 5296	0.25	SR-8	\$120.00
74	20309579	TWIN LAKES COUNTRY CLUB #9 LOT 5297	0.25	SR-8	\$120.00
75	20309580	TWIN LAKES COUNTRY CLUB #9 LOT 5298	0.25	SR-8	\$120.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
76	20309588	TWIN LAKES COUNTRY CLUB #9 LOT 5306	0.25	SR-8	\$120.00
77	20309589	TWIN LAKES COUNTRY CLUB #9 LOT 5307	0.25	SR-8	\$120.00
78	20309590	TWIN LAKES COUNTRY CLUB #9 LOT 5308	0.25	SR-8	\$120.00
79	20309591	TWIN LAKES COUNTRY CLUB #9 LOT 5309	0.25	SR-8	\$120.00
80	20314034	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5617	2.23	SR-8	\$1,200.00
81	20314045	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5618	2.21	SR-8	\$1,200.00
82	20314046	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5619	2.22	SR-8	\$1,200.00
83	20314047	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5620	2.21	SR-8	\$1,200.00
84	20314048	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5621	2.21	SR-8	\$1,200.00
85	20314140	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5751	2.2	SR-8	\$1,200.00
86	20314141	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5750	2.2	SR-8	\$1,200.00
87	20314142	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5749	2.2	SR-8	\$1,200.00
88	20314143	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5764	2.2	SR-8	\$1,200.00
89	20314144	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5763	2.2	SR-8	\$1,200.00
90	20314145	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5762	2.2	SR-8	\$1,200.00
91	20314146	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5761	2.2	SR-8	\$1,200.00
93	20342110	COCHISE COUNTRY CLUB #3 LOT 1110	0.19	SR-8	\$120.00
97	20342118	COCHISE COUNTRY CLUB #3 LOT 1118	0.19	SR-8	\$120.00
98	20342120	COCHISE COUNTRY CLUB #3 LOT 1120	0.19	SR-8	\$120.00
99	20342121	COCHISE COUNTRY CLUB #3 LOT 1121	0.17	SR-8	\$120.00
100	20342123	COCHISE COUNTRY CLUB #3 LOT 1123	0.16	SR-8	\$120.00
109	20342133	COCHISE COUNTRY CLUB #3 LOT 1133	0.14	SR-8	\$120.00
110	20342135	COCHISE COUNTRY CLUB #3 LOT 1135	0.14	SR-8	\$120.00
111	20342136	COCHISE COUNTRY CLUB #3 LOT 1136	0.14	SR-8	\$120.00
112	20342137	COCHISE COUNTRY CLUB #3 LOT 1137	0.14	SR-8	\$120.00
113	20342139	COCHISE COUNTRY CLUB #3 LOT 1139	0.14	SR-8	\$120.00
121	20416245	LA PLAYA EST #1 LOT 27 BLK 11	0.37	R-9	\$320.00
122	20416272	LA PLAYA EST #1 LOT 22 BLK 12	0.39	R-9	\$320.00
123	20416322	LA PLAYA EST #1 LOT 28 BLK 13	0.37	R-9	\$320.00
124	20416480	LA PLAYA EST #1 RESUB OF LOT 1 LOT 13 BLK 10	0.27	R-9	\$240.00
125	20420033	LA PLAYA EST #2 LOT 25 BLK 17	0.48	R-9	\$320.00
126	20420098	LA PLAYA EST #2 LOT 16 BLK 20	0.37	R-9	\$320.00
127	20420099	LA PLAYA EST #2 LOT 17 BLK 20	0.37	R-9	\$320.00
128	20420163	LA PLAYA EST #2 LOT 30 BLK 21	0.37	R-9	\$320.00
129	20420188	LA PLAYA EST #2 LOT 55 BLK 21	0.37	R-9	\$320.00
130	20420193	LA PLAYA EST #2 LOT 60 BLK 21	0.39	R-9	\$320.00
131	20420255	LA PLAYA EST #2 LOT 31 BLK 22	0.37	R-9	\$320.00
132	20420258	LA PLAYA EST #2 LOT 34 BLK 22	0.37	R-9	\$320.00
142	20609315	AZ SUN SITES #6 LOT 20 BLK 695	0.85	SR-22	\$240.00
260	40121355	SUN SITES RANCHES #3 LOT 53 BLK 2	5.04	RU-4	\$2,400.00
262	40141154	SUN SITES RANCHES #2 LOT 178	2.54	R-36	\$600.00
263	40141185	SUN SITES RANCHES #2 LOT 167	2.55	R-36	\$600.00
264	40141195	SUN SITES RANCHES #2 LOT 149	2.4	R-36	\$600.00
265	40141227	SUN SITES RANCHES #2 LOT 283	2.38	R-36	\$600.00
266	40141282	SUN SITES RANCHES #2 LOT 255	2.42	R-36	\$600.00
267	40141295	SUN SITES RANCHES #2 LOT 228	2.42	R-36	\$600.00
268	40153022	SUN SITES RANCHES #3 LOT 22 BLK 36	5.03	RU-4	\$2,400.00
269	40153031	SUN SITES RANCHES #3 LOT 31 BLK 36	5.03	RU-4	\$2,400.00
270	40153032	SUN SITES RANCHES #3 LOT 32 BLK 36	5.03	RU-4	\$2,400.00
271	40153064	SUN SITES RANCHES #3 LOT 64 BLK 36	5.03	RU-4	\$2,400.00
272	40153089	SUN SITES RANCHES #3 LOT 89 BLK 36	5.03	RU-4	\$2,400.00
274	40444075	VALLEY SPRINGS #6 LOT 155	4.73	RU-4	\$4,000.00
275	40444078	VALLEY SPRINGS #6 LOT 126	4.73	RU-4	\$4,000.00
276	40444079	VALLEY SPRINGS #6 LOT 127	4.61	RU-4	\$4,000.00
277	40444113	VALLEY SPRINGS #6 LOT 136	2.6	RU-4	\$4,000.00
278	40444119	VALLEY SPRINGS #6 LOT 189	4.82	RU-4	\$4,000.00
279	40444128	VALLEY SPRINGS #6 LOT 181	4.8	RU-4	\$4,000.00
299	40568051	VALLEY SPRINGS #6 LOT 35	4.28	RU-4	\$4,000.00
300	40568052	VALLEY SPRINGS #6 LOT 34	4.71	RU-4	\$4,000.00
301	40568055	VALLEY SPRINGS #6 LOT 8	4.69	RU-4	\$4,000.00
302	40568056	VALLEY SPRINGS #6 LOT 9	4.7	RU-4	\$4,000.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
303	40568057	VALLEY SPRINGS #6 LOT 10	4.71	RU-4	\$4,000.00
329	40623417	COCHISE COLLEGE PARK #6 LOT 957	0.22	MH-72	\$400.00
330	40623418	COCHISE COLLEGE PARK #6 LOT 956	0.32	MH-72	\$400.00
382	40629353	COCHISE COLLEGE PARK #10 LOT 3731	0.33	SR-12	\$320.00
383	40629460	COCHISE COLLEGE PARK #10 LOT 3825	0.32	SR-12	\$320.00
384	40629461	COCHISE COLLEGE PARK #10 LOT 3824	0.32	SR-12	\$320.00
385	40629501	COCHISE COLLEGE PARK #10 LOT 3804	0.32	SR-12	\$320.00
386	40629502	COCHISE COLLEGE PARK #10 LOT 3805	0.33	SR-12	\$320.00
387	40629503	COCHISE COLLEGE PARK #10 LOT 3806	0.33	SR-12	\$320.00
388	40629504	COCHISE COLLEGE PARK #10 LOT 3807	0.33	SR-12	\$320.00
389	40629505	COCHISE COLLEGE PARK #10 LOT 3808	0.33	SR-12	\$320.00
390	40629506	COCHISE COLLEGE PARK #10 LOT 3809	0.33	SR-12	\$320.00
391	40629507	COCHISE COLLEGE PARK #10 LOT 3810	0.33	SR-12	\$320.00
392	40629508	COCHISE COLLEGE PARK #10 LOT 3811	0.33	SR-12	\$320.00
393	40629509	COCHISE COLLEGE PARK #10 LOT 3812	0.34	SR-12	\$320.00
394	40629516	COCHISE COLLEGE PARK #10 LOT 3981	0.32	SR-12	\$320.00
395	40629610	COCHISE COLLEGE PARK #10 LOT 3924	0.32	SR-12	\$320.00
396	40629611	COCHISE COLLEGE PARK #10 LOT 3925	0.33	SR-12	\$320.00
397	40629612	COCHISE COLLEGE PARK #10 LOT 3926	0.33	SR-12	\$320.00
398	40733001Q	E2S2NESE SEC 36 23 26 AKA REPORT OF SURVEY BK5 PG38 10.17AC	10.17	RU-4	\$4,000.00
432	40779076	LA COSTA EST LOT 76	0.32	SR-8	\$160.00
433	40779090	LA COSTA EST LOT 90	0.33	SR-8	\$160.00
434	40779134	LA COSTA EST LOT 168	0.31	SR-8	\$160.00
437	40779149	LA COSTA EST LOT 183	0.32	SR-8	\$160.00
438	40779260	LA COSTA EST LOT 293	0.31	SR-8	\$160.00
443	40780023	LA COSTA EST LOT 424	0.34	SR-8	\$160.00
444	40780031	LA COSTA EST LOT 432	0.32	SR-8	\$160.00
463	40782188	LA COSTA EST PLAT B LOT 1082	0.32	RU-4	\$160.00
464	40782190	LA COSTA EST PLAT B LOT 1084	0.3	RU-4	\$160.00
473	40908077	DOUGLAS E 74' OF LOTS 1 2 BLK 53	0.08		\$4,000.00
474	40928016	MUSGRAVE LOTS (3 & 4) BLK 26 LESS SALES OF RECORD PCL 409-28-016A	0.33		\$8,000.00

UnitID_Orig	Parcel	Legal Description	Acres	Zoning	OTCSaleDate
59	20309368	TWIN LAKES COUNTRY CLUB #9 LOT 4982	0.25	SR-8	12-18-2017
60	20309369	TWIN LAKES COUNTRY CLUB #9 LOT 4983	0.25	SR-8	12-18-2017
61	20309370	TWIN LAKES COUNTRY CLUB #9 LOT 4984	0.25	SR-8	12-18-2017
62	20309371	TWIN LAKES COUNTRY CLUB #9 LOT 4985	0.25	SR-8	12-18-2017
63	20309372	TWIN LAKES COUNTRY CLUB #9 LOT 4986	0.25	SR-8	12-18-2017
72	20309469	TWIN LAKES COUNTRY CLUB #9 LOT 5134	0.36	SR-8	2-27-2018
73	20309470	TWIN LAKES COUNTRY CLUB #9 LOT 5135	0.39	SR-8	2-27-2018
74	20309471	TWIN LAKES COUNTRY CLUB #9 LOT 5136	0.39	SR-8	2-27-2018
75	20309472	TWIN LAKES COUNTRY CLUB #9 LOT 5137	0.25	SR-8	2-27-2018
76	20309473	TWIN LAKES COUNTRY CLUB #9 LOT 5138	0.25	SR-8	2-27-2018
77	20309474	TWIN LAKES COUNTRY CLUB #9 LOT 5139	0.25	SR-8	2-27-2018
182	20707077	AZ SUN SITES #10 LOT 15 BLK 976	0.51	SR-22	11-28-2017
251	20713369	AZ SUN SITES #9 LOT 9 BLK 845	0.86	SR-22	11-28-2017
273	30333349	SAN SIMON FRAC BLK 46	0.47	R-9	2-13-2018
279	40141226	SUN SITES RANCHES #2 LOT 286	2.53	R-36	1-9-2018
281	40141238	SUN SITES RANCHES #2 LOT 304	2.59	R-36	1-9-2018
314	40567240	CASA ADOBE #2 LOT 19 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
315	40567241	CASA ADOBE #2 LOT 20 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.23	SR-8	12-19-2017
316	40567242	CASA ADOBE #2 LOT 21 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.23	SR-8	12-19-2017
317	40567243	CASA ADOBE #2 LOT 22 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
318	40567244	CASA ADOBE #2 LOT 23 BLK 25 TOGETHER WITH A POR OF THE S2 OF ABANDONED ALLEY	0.43	SR-8	12-19-2017
319	40567245	CASA ADOBE #2 LOT 24 BLK 25	0.24	SR-8	12-19-2017
320	40567246	CASA ADOBE #2 LOT 25 BLK 25 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.28	SR-8	12-19-2017
321	40567247	CASA ADOBE #2 LOT 4 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
322	40567248	CASA ADOBE #2 LOT 3 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
323	40567249	CASA ADOBE #2 LOT 2 BLK 26 TOGETHER WITH A POR OF THE N2 OF ABANDONED ALLEY	0.24	SR-8	12-19-2017
325	40567549	CASA ADOBE #2 LOT 7 BLK 39	0.14	SR-8	12-19-2017
328	40568053	VALLEY SPRINGS #6 LOT 33	4	RU-4	12-19-2017
329	40623406	COCHISE COLLEGE PARK #6 LOT 968	0.15	MH-72	4-10-2018
412	40629433	COCHISE COLLEGE PARK #10 LOT 3852	0.33	SR-12	1-9-2018
413	40629434	COCHISE COLLEGE PARK #10 LOT 3851	0.29	SR-12	1-9-2018
414	40629435	COCHISE COLLEGE PARK #10 LOT 3850	0.29	SR-12	1-9-2018
415	40629436	COCHISE COLLEGE PARK #10 LOT 3849	0.25	SR-12	1-9-2018
416	40629437	COCHISE COLLEGE PARK #10 LOT 3848	0.31	SR-12	1-9-2018
432	40629667	COCHISE COLLEGE PARK #10 LOT 4006	0.36	SR-12	1-9-2018
433	40629668	COCHISE COLLEGE PARK #10 LOT 4007	0.33	SR-12	1-9-2018
434	40629669	COCHISE COLLEGE PARK #10 LOT 4008	0.33	SR-12	1-9-2018
435	40629670	COCHISE COLLEGE PARK #10 LOT 4009	0.33	SR-12	1-9-2018
436	40629671	COCHISE COLLEGE PARK #10 LOT 4010	0.33	SR-12	1-9-2018
437	40629672	COCHISE COLLEGE PARK #10 LOT 4011	0.33	SR-12	1-9-2018
438	40629673	COCHISE COLLEGE PARK #10 LOT 4012	0.31	SR-12	1-9-2018
439	40629674	COCHISE COLLEGE PARK #10 LOT 4013	0.31	SR-12	1-9-2018
506	40782137	LA COSTA EST PLAT B LOT 1225	0.44	RU-4	1-9-2018

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018
 Approve First Amended IGA for Animal Shelter Services with Huachuca City
Submitted By: Brandon Morrison, Procurement
Department: Procurement
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

NAME of PRESENTER: Brandon L. Morrison
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 1
TITLE of PRESENTER: Contracts Administrator
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve First Amended Intergovernmental Agreement (IGA) for Animal Shelter Services with Huachuca City.

Background:

The previous IGA which, enacted July 1, 2003, has been proposed amending in order to increase support to Huachuca City for their animal shelter efforts. It has been the topic of conversation to increase support to the Huachuca City animal shelter, as the previous IGA had not been amended to take into consideration increases related to those costs of running such a facility. Funding for this facility will ensure the facility remains in a shape conducive with positive public interaction. Huachuca City offers our Animal Control Officers, within the Sheriff's Department, 24-hour support through caring for animals that are dropped off at the facility at any time. While this agreement does change the amount for which they're reimbursed, it also further increases the responsibility of the City in regards to animal care after being accepted.

Department's Next Steps (if approved):

Send to Huachuca City in order to amend the original agreement.

Impact of NOT Approving/Alternatives:

Huachuca City animal shelter will not receive additional funding which could impact relations with animal care.

To BOS Staff: Document Disposition/Follow-Up:

Please send executed copy to Procurement.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018

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):

On-going increase in support of animal shelter funding.

Attachments

[Huachuca City New IGA \(2018\)](#)

[Huachuca City IGA \(Old\)](#)

**FIRST AMENDED
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
HUACHUCA CITY AND COCHISE COUNTY FOR THE OPERATION OF AN
ANIMAL SHELTER**

RECITALS

WHEREAS, the Town of Huachuca City ("Town") and the County of Cochise ("County") have been cooperating in the financing, construction and operation of an Animal Shelter ("Shelter") owned by the Town, pursuant to the terms of an agreement between them dated July 1, 2003; and

WHEREAS, Town staff provides for the operation and maintenance of this facility and enforces the animal control laws in the Town; and

WHEREAS, the parties hereby agree to continue cooperating in the financing, operation and maintenance of the Shelter, subject to the terms and conditions provided in this First Amended Agreement ("Agreement"), as authorized by A.R.S. §§ 11-1013; 9-240(B)(16) and A.R.S. § 11-952; and

WHEREAS, it is in the best interests of both parties to continue to operate the Shelter and to conduct these activities jointly to maximize the public benefits that can result from the cooperative use of the resources that are available to each.

NOW THEREFORE, it is mutually agreed that the Town and the County shall continue to operate and maintain the Shelter upon the following terms and conditions:

1. The Town agrees to continue to assume responsibility for operating the Shelter and providing all the staff required in order to operate the Huachuca City Animal Shelter in accordance with Cochise County Animal Control Ordinance 039-10, Section 10.2 and Section 14.10. This responsibility includes, but is not limited to, providing food, water, sanitation services, daily outdoor exercise, and other requirements for the animals sheltered there; for providing all necessary utility services; and for providing all the administrative services required for this Shelter. The Town also agrees to use proper pest control to prevent the spread of pests to the animals in the Shelter.

a. **Staffing:** The Town agrees that the Shelter will be staffed at least 7 hours each day of the week, excluding legal holidays.

b. **Refusal for Lack of Capacity:** The Town may refuse any County animals when the Town determines that it does not have adequate capacity at the Shelter to house the animals humanely. The Town shall notify County ACO's in advance when the Shelter is at or near capacity.

2. The Town agrees to accept the dogs and cats that are delivered to the Shelter by County staff and County residents, in the same manner as such animals from the Town are accepted, subject to the availability of adequate space for County animals. The County agrees that if its representatives are unwilling to allow the Town time to find placement for County animals, that the County's agents will dispose of those animals at the County's expense. The County agrees that if its representatives are unwilling to allow the Town time to find placement for County animals, that the County's agents will dispose of those animals at the County's expense. County staff using the Shelter shall follow all policies, procedures and guidelines established by the Town for the operation of the Shelter, including specifically completing paperwork and following established procedures for incoming animals.

3. The Town shall be entitled to compensation from the County for the animal care services that it provides pursuant to this Agreement. For fiscal year 2018, the amount of compensation will be paid by the County in the amount of \$45,000, per year, paid in 4 quarterly installments. The County agrees to an annual 3% increase for these services beginning with the 2019 fiscal year.

4. The Town shall be responsible for maintaining the facility in good and safe condition.

5. This Agreement shall be in effect upon its approval by the respective governing bodies. This Agreement shall be automatically renewed for three (3) successive fiscal years, unless either party provides written notice of its intent to terminate the Agreement, which must be provided not less than ninety days prior to the start of the next fiscal year.

6. This Agreement may be cancelled for conflict of interest as provided in A.R.S. § 38-511, pursuant to the terms of that statute.

7. Each party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the respective governing bodies, by the approval of a formal written amendment to this Agreement. On at least an annual basis, the parties shall meet, through their respective representatives, to discuss the operations of this Shelter and the needs of each party for any changes to this Agreement or the applicable procedures, as may be necessary to best accomplish the purposes of this Agreement.

8. The County shall defend, hold harmless, and indemnify the Town, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional acts of the County, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional acts. The Town shall defend, hold harmless and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages or loss ("claims") that result from the negligence or intentional acts of the Town, its agents, officers,

and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional acts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, officers and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise. This duty to defend, indemnify and hold harmless is not negated or otherwise limited by the characterization of the underlying duty as a "non-delegable duty" for which either party may be vicariously liable, as a matter of law.

9. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

10. The parties are required to comply with A.R.S. § 41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the "state and federal immigration laws"). The parties further agree to ensure that any subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

11. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the incident command protocol in place, and said party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.

IN WITNESS WHEREOF, the parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.

COCHISE COUNTY SHERIFF

Mark Dannels
Sheriff

COCHISE COUNTY:

Peggy Judd
Chair, Cochise County Board of Supervisors

ATTEST:

Arlthe G. Rios
Clerk, Board of Supervisors

TOWN OF HUACHUCA CITY:



Ken Taylor
Mayor, Huachuca City

ATTEST:



Jennifer Fuller
Clerk, Huachuca City

Pursuant to A.R.S. § 11-952(D), the undersigned attorneys have reviewed the foregoing Agreement, and confirm the Agreement is in proper form, and is within the powers and authority granted to each party under Arizona law.

APPROVED AS TO FORM:

Britt Hanson
Chief Civil Deputy, County Attorney
Cochise County

APPROVED AS TO FORM:



Thomas Benavidez
Town Attorney, Huachuca City

**AGREEMENT BETWEEN HUACHUCA CITY AND COCHISE COUNTY
FOR OPERATION OF AN ANIMAL SHELTER**

The Town of Huachuca City (hereinafter the "Town"), and the County of Cochise, State of Arizona (hereinafter the "County"), hereby agree to operate an Animal Shelter according to the provisions set forth herein. This agreement is authorized by A.R.S. Section 11-952 and Section 24-371(A), and the resolutions of the Town and County annexed as Exhibits to this agreement.

WHEREAS, the Town and County jointly constructed an Animal Shelter within the Town of Huachuca City in 1987;

WHEREAS, the Town wishes to continue use of this shelter for confinement of dogs and other animals that come into the custody of the Town's employee in the performance of their official duties, and

WHEREAS, the County wishes to continue use of this shelter for the confinement of dogs and other animals that come into the custody of the County enforcement agent, as that term is used in A.R.S. Section 11-1005 or any successor statute, in the performance of their official duties;

NOW THEREFORE, it is mutually agreed that the Town and County shall establish, operate and maintain a shelter upon the following terms and conditions;

(1) TERM:

The duration of this Agreement shall be from July 1, 2003 until terminated by a party, provided that the Agreement shall be effective only when it is recorded in the Cochise County Recorder's office. This Agreement supersedes and replaces all prior Agreements between the parties for the operation of an Animal Shelter in Huachuca City.

(2) RESPONSIBILITIES OF PARTIES:

(A) RESPONSIBILITY OF TOWN:

(1) The Town shall furnish the shelter located on following land, to which Town shall retain title:

Those portions of Lots two (2) and three (3) and the Southwest quarter of the Northeast quarter of Section eight (8), in the Township Twenty-one (21) South, Range Twenty (20) East of the Gila and Salt River Base and Meridian, in the County of Cochise, State of Arizona, more particularly described as follows:

Beginning at the Northeast corner of said Lot (3); thence South (0) degrees (00) minutes (15) seconds West, along the easterly line of said Lot (3) identical with the westerly line of the Ft. Huachuca Military Reservation, a distance of 261.23 feet; thence North 89

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degrees 54 minutes 45 seconds west 79.85 feet to a point on the easterly line of a street dedicated by instrument recorded March 28, 1960, in Docket 242, at page 3; thence North 01 degree 10 minutes 45 seconds East, 231.25 feet along the easterly line of said street; thence North 68 degrees 12 minutes east, 83.08 feet to the point of beginning.

(2) The Town shall be responsible for operating the shelter, paying all expenses associated with operation of the facility.

(3) Town shall provide manpower to fully operate the shelter. Town shall collect applicable revenues for County animals and shall be responsible for issuing receipts and turning over such collected funds to the County.

(4) The Town Clerk shall also provide an annual budget for the operation and maintenance of the shelter at least ninety (90) days prior to the beginning of each fiscal year, including an accounting of the animals housed/euthanized for the County, and submit it to the County for review and approval.

(B) RESPONSIBILITIES OF COUNTY:

(1) The County shall pay the town the sum of three thousand five hundred dollars for each month, or part thereof, for actual and reasonable operational costs of the facility.

(2) Payment by County shall be made upon receipt of Demands for payment in accordance with applicable County purchasing procedures.

(C) RESPONSIBILITIES OF BOTH PARTIES:

(1) Town shall perform all maintenance and repairs of the facility. If expansion of the facility is required, the Town will provide the labor and the County will provide the materials, if there has been prior written approval by the County Administrator for the County and Town Administrator for the Town for such expansion.

(2) County will provide the syringes and the euthanistic chemicals.

(3) The Town and County shall each maintain a minimum of One Million Dollars of liability insurance covering personal injury and property damage caused by the operation of the animal shelter, and particularly insuring against damage caused by animals and animal bites. Each party agrees to be responsible for any and all liability for damages to the extent attributable to negligent or wrongful acts of its officers, agents or employees.

(3) OPERATION:

All animals, which come into the custody or control of the shelter, shall be treated in accordance with all applicable statutes, rules and regulations of the State of Arizona or any duly authorized agency or political subdivision thereof, and in any case, humanely. The shelter shall be operated so as to conform to any reasonable guidelines for shelters

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which are propounded by the Society of the Prevention of Cruelty of Animals. The day-to-day operation of the shelter shall be the responsibility of the Town.

(4) TERMINATION:

Either the Town or the County may terminate this Agreement upon giving the other party thirty (30) days written notice of its intention not to renew the agreement or upon 60 days written notice if during the fiscal year. Upon termination, the Town shall pay to the County a sum equal to the cost of materials for any buildings and personal property paid for by the County within 180 days of the date of termination, pursuant to an appraisal by an independent appraiser hired by the County and agreed to by the Town.

(5) CANCELLATION:

This Agreement may be cancelled as provided in A.R.S. 38-511, the pertinent provisions of which are incorporated herein by reference.

APPROVED:

Cochise County Board of Supervisors

Town of Huachuca City



Patrick Call
Board of Supervisors, Chairman

George Nerhan
Mayor, Huachuca City

ATTEST:



Nadine Parkhurst, Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THIS STATE TO THE RESPECTIVE PUBLIC AGENCY:

Attorney, Cochise County


Attorney, Huachuca City

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Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018
AZDHS Grant 2018
Submitted By: Rich Morales, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Rich Morales

TITLE of PRESENTER: Lieutenant

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 the award letter from the Arizona Department of Homeland Security (AZDHS) Grant 2018 in the amount of \$17,000 between (AZDHS) and the Cochise County Sheriff's Office, effective October 1, 2018 through September 30, 2019.

Background:

The Sheriff's Office received an award letter from AZDHS in the amount of \$17,000.00. The funds will be utilized to purchase 5 ballistic vests and 5 ballistic helmets for our SWAT operators.

Department's Next Steps (if approved):

If the grant is approved, the Sheriff's Office will obtain price quotes for the requested equipment. The lowest quote will be accepted and the equipment will be purchased and issued to our SWAT team.

Impact of NOT Approving/Alternatives:

If the grant is not approved, 5 of our SWAT operators will have to use expired ballistic vests and ballistic helmets. These items usually expire after 5-years of use.

To BOS Staff: Document Disposition/Follow-Up:

2 copies of the grant agreements will be forwarded to the BOS. If approved, please sign both copies of the grant agreement and return to the Sheriff's Office.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2018

One-time Fixed Costs? (\$\$\$): 17,000

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: AZDHS

Fiscal Impact & Funding Sources (if known):

No fiscal impact. This is a one time purchase with a grant.

Attachments

Agreement

SUBRECIPIENT AGREEMENT

18-AZDOHS-HSGP-180401-01

Between

The Arizona Department of Homeland Security

And

Cochise County Sheriff's Office (DUNS# 179281282)

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

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

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2018** and shall terminate on **September 30, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Tactical Operations**" and funded at **\$17,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

- a. Provide up to **\$17,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

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

VII. APPLICABLE REGULATIONS

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

Davis Bacon Act

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

Insurance Coverage

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

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

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

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

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

Consultants/Trainers/Training Providers

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

Contractors/Subcontractors

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

Travel Costs

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

Procurement

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

Training and Exercise

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

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

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

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

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

E-Verify

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

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

Property Control

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

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

- a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
- a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
- a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

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

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

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

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

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

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

d) Final Quarterly Report:

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

e) Property Control Form – if applicable:

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

a. In case of equipment disposition:

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

f) Financial Reimbursements

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

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

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

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

Article D - Whistleblower Protection Act

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

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

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

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

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

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

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

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

Article K - Terrorist Financing

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

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

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

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

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

Article P - Civil Rights Act of 1964 - Title VI

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

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

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

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

Article S - Age Discrimination Act of 1975

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

Article T - Activities Conducted Abroad

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

Article U - Acknowledgement of Federal Funding from DHS

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

Article V - DHS Specific Acknowledgements and Assurances

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

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

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

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

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

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

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

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

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

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

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

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

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

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

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

Article AE - Hotel and Motel Fire Safety Act of 1990

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

Article AF - Fly America Act of 1974

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

Article AG - Federal Leadership on Reducing Text Messaging while Driving

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

Article AH - Federal Debt Status

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

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

Article AL - Duplication of Benefits

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

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

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

XXXVII. NOTICES

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

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

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

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

Sheriff, Mark J. Dannels

Enter Title, First & Last Name Above
Cochise County Sheriff's Office

Enter Agency Name Above
205 N. Judd Drive

Enter Street Address Above
Bisbee, AZ. 85603

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter Agency Name Above



Authorized Signature Above
Mark J. Dannels, Sheriff

Print Name & Title Above

10/15/2018

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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

Cochise County

Peggy Judd, Chairman

Board of Supervisors

ATTEST:

Arlthe G. Rios, Clerk

Board of Supervisors

APPROVED AS TO FORM:

Elda Orduno

Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018
 AZ Prescription Drug Overdose Prevention Program
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 0
Submitted for Signature:

NAME
of PRESENTER:

TITLE
of PRESENTER:

Mandated Function?:

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 Amendment #1 to the Arizona Prescription Drug Overdose Prevention Program Contract #ADHS18-180472 between the Arizona Department of Health Services and Cochise Health and Social Services, in the amount of \$125,000, effective September 1, 2018 through August 31, 2019.

Background:

The opioid prescribing awareness grant is awarded through a grant from the CDC in an effort to create an awareness around safe opioid prescribing practices and the processes by which to make treatment referrals. The education provided has demonstrated success in other states in reducing the number of unnecessarily prescribed opioids reducing the number of prescription abuse situations, especially among teens. Specifically, our aim focuses on promoting responsible prescribing and dispensing policies and practices and enhancement of assessments and referrals to substance abuse treatment. One of CHSS's public health nurses facilitates this education throughout the county with providers and provider groups.

New in FY 2019 will be the development and organization of a local opioid fatality review team to investigate drug overdose fatalities that have occurred in Cochise County and utilize data to identify potential risk factors for opioid overdose; recommend and establish local policies to prevent additional overdose deaths; and increase coordination between state and local agencies in the development of new substance abuse prevention projects and initiatives.

The 2019 funding represents a 25% increase over 2018.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Continued and increased unneeded opioid prescriptions throughout the county and potential increase in opioid addictions related to prescription abuse.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 18/19

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 34184.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Salaries/EREs	\$72,762
A-87 OH at 46.98%	\$34,184
Authorized OH	\$0
Net County Subsidy	\$34,184

Attachments

[Executive Summary](#)

[Grant Approval Form](#)

[IGA](#)

Executive Summary Form

Agenda Number: HLT 4263

Recommendation:

Approve Amendment #1 to the Arizona Prescription Drug Overdose Prevention Program Contract #ADHS18-180472 between the AZ Dept. of Health Services and Cochise Health and Social Services in the amount of \$125,000 for the period of 9/1/18 – 8/31/19.

Background (Brief):

The opioid prescribing awareness grant is awarded through a grant from the CDC in an effort to create an awareness around safe opioid prescribing practices and the processes by which to make treatment referrals. The education provided has demonstrated success in other states in reducing the number of unnecessarily prescribed opioids reducing the number of prescription abuse situations, especially among teens. Specifically, our aim focuses on promoting responsible prescribing and dispensing policies and practices and enhancement of assessments and referrals to substance abuse treatment. One of CHSS’s public health nurses facilitates this education throughout the county with providers and provider groups.

New in FY 2019 will be the development and organization of a local opioid fatality review team to investigate drug overdose fatalities that have occurred in Cochise County and utilize data to identify potential risk factors for opioid overdose; recommend and establish local policies to prevent additional overdose deaths; and increase coordination between state and local agencies in the development of new substance abuse prevention projects and initiatives.

The 2019 funding represents a 25% increase over 2018.

Fiscal Impact & Funding Sources:

Salaries/EREs	\$72,762
A-87 OH at 46.98%	\$34,184
Authorized OH	<u>\$0</u>
Net County Subsidy	\$34,184

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving:

Continued and increased unneeded opioid prescriptions throughout the county potential increase in opioid addictions related to prescription abuse.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



INTERGOVERNMENTAL AGREEMENT (IGA)
Amendment

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 18th Ave Suite 260
Phoenix, Arizona 85007

Contract No.: ADHS18-180472

Amendment No: 1

Senior Procurement Specialist
Ted Cooper

COCHISE COUNTY - ARIZONA PRESCRIPTION DRUG OVERDOSE PREVENTION PROGRAM

Effective September 1st, 2018, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- Pursuant to Terms and Conditions, Provision Six (6), Contract Changes; Section 6.1 Amendments, Purchase Orders and Change Orders, the Scope of Work is amended as follows by this amendment one (1)

5.15 Develop and organize a local opioid fatality review team to investigate drug overdose fatalities that have occurred in Cochise County and utilize data to identify potential risk factors for opioid overdose, recommend and establish local policies to prevent additional overdose deaths, and increase coordination between state and local agencies in the development of new substance abuse prevention projects and initiatives.

5.16 Prepare and submit a quarterly Contractor's Expenditure Report.

All other provisions of this agreement remain unchanged.

COCHISE HEALTH AND SOCIAL SERVICES		CONTRACTOR SIGNATURE	
Contractor Name		Contractor Authorized Signature	
1415 Melody Ln. Building A		Printed Name	
Address		Title	
Bisbee	AZ	85603	
City	State	Zip	
CONTRACTOR ATTORNEY SIGNATURE		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		State of Arizona	
<i>Christine J. Roberts</i>		Signed this _____ day of _____ 20	
Signature	Date		
Christine J. Roberts, Esq,		Procurement Officer	
Printed Name			
Contract No. ADHS18-180472 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature		Date	
Assistant Attorney General			
Printed Name:			



INTERGOVERNMENTAL AGREEMENT (IGA)
Amendment

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 18th Ave Suite 260
Phoenix, Arizona 85007

Contract No.: ADHS18-180472

Amendment No: 1

Senior Procurement Specialist
Ted Cooper

2. Unless and until the U.S. District Court’s injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.
3. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes; Section 6.1 Amendments, Purchase Orders and Change Orders, the Revised Price Sheet is amended as follows by this amendment one (1)

Cochise County Department of Public Health

PRICE SHEET (Fixed Price contract)

Type of Unit	Rate per Unit	Unit of Measure	# of Units	Total
Implementation of Prescription Drug Toolkit (<i>Previously quarterly</i>)	\$25,000.00	Quarterly	4	\$100,000.00
Development of a local Overdose Fatality Review Team	\$25,000.00	Annual	1	\$25,000.00
TOTAL				\$125,000.00

AUTHORIZATION FOR PROVISION OF SERVICES: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

Regular Board of Supervisors Meeting

Meeting Date: 11/27/2018
 Emergency Preparedness Program
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Carrie Langley

TITLE of PRESENTER: Health Director

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 Amendment #5 to the Emergency Preparedness Program Contract #ADHS17-133164 between the Arizona Department of Health Services and Cochise Health and Social Services in the amount of \$180,975, effective September 1, 2018 through August 31, 2019.

Background:

With this one-time funding opportunity, CHSS will (i) staff a licensed clinical social worker as a case manager at the county jail who will be responsible for case management for transitioning opioid-addicted individuals to the community, and (ii) contract with a local EMS agency to provide a link in community after individuals are discharged from ER after an opioid overdose. This partnership will provide a paramedic home visit after discharge, addressing resources, linkages to care, and facilitating for needs experienced after overdose.

This incremental funding is non-recurring and all funds must be expended by 8/31/19.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Continued lack of transitional support, resources and follow up for individuals discharged from the emergency room setting after an opioid overdose.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019

One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 52275.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Attachments

[Executive Summary](#)

[Grant Approval Form](#)

[IGA](#)

Executive Summary Form

Agenda Number: HLT 4264

Recommendation:

Approve Amendment #5 to the Emergency Preparedness Program Contract #ADHS17-133164 between the AZ Dept. of Health Services and Cochise Health and Social Services in the amount of \$180,975 for the period of 9/1/18 – 8/31/19.

Background (Brief):

With this one-time funding opportunity, CHSS will (i) staff a licensed clinical social worker as a case manager at the county jail who will be responsible for case management for transitioning opioid-addicted individuals to the community, and (ii) contract with a local EMS agency to provide a link in community after individuals are discharged from ER after an opioid overdose. This partnership will provide a paramedic home visit after discharge, addressing resources, linkages to care, and facilitating for needs experienced after overdose.

This incremental funding is non-recurring and all funds must be expended by 8/31/19.

Fiscal Impact & Funding Sources:

Salaries/EREs	\$111,270
A-87 OH at 46.98%	\$52,275
Authorized OH	<u>\$0</u>
Net County Subsidy	\$52,275

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving:

Continued lack of transitional support, resources and follow up for individuals discharged from the emergency room setting after an opioid overdose.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: 5

Procurement Officer:
Ted Cooper


Emergency Preparedness Program

Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Scope of Work is revised to add the Scope of Work of this Amendment Five (5).
2. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, The Contract Price Sheet is revised to include the Price Sheet of this Amendment Five (5).

All other provisions shall remain in their entirety.

Cochise County	CONTRACTOR SIGNATURE
Contractor Name 1415 West Melody Lane Building A	Contractor Authorized Signature
Address Bisbee AZ 85603 City State Zip	Printed Name Title
<p style="text-align: center;">CONTRACTOR ATTORNEY SIGNATURE</p> <p>Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p><i>Christine J. Roberts</i> 10.23.2018 Signature Date Christine J. Roberts Printed Name</p>	<p>This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____ 2018</p> <p>Procurement Officer</p>
<p>Contract No. ADHS17-133164, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p>Signature Date Assistant Attorney General Printed Name:</p>	

	INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 260 Phoenix, Arizona 85007
	Agreement No: ADHS17-133164	Amendment No: 5	Procurement Officer: Ted Cooper

SCOPE OF SERVICES

The Contractor shall utilize one-time funding to implement all county specific work plan activities proposed as part of the Centers for Disease Control (CDC) Crisis Cooperative Agreement for opioid misuse and abuse prevention.

1. TASKS

1.1. Establishing Linkages to Care - National Center for Injury Prevention and Control (NCIPC)

- 1.1.1. Local capacity on linkages to care that connect patients who have experienced an opioid overdose, as well as those at risk for experiencing an overdose to available treatment and wrap; around services;
- 1.1.2. Enhance local capacity to deploy community health workers as part of a post-overdose hospital care team; conduct outreach to overdose survivors, friends, family, and affected communities;

1.2. Biosurveillance - Special Projects

- 1.2.1. Enhance opioid biosurveillance activities through the use of systems such as MEDSIS, syndromic surveillance, prescription drug monitoring program, death data, hospital discharge data, Emergency Medical Services (EMS) data, poison control and other data systems; and
- 1.2.2. Active participation in the Arizona BioSense Opioid Subgroup, including webinar attendance.

1.3. General Tasks

- 1.3.1. Participate in bi-monthly meetings regarding the implementation of CDC Cooperative Agreement (CoAg) grant activities with ADHS;
- 1.3.2. Receive pre-approval before releasing any related Public Service Announcement (PSA) or new educational material;
- 1.3.3. Prepare and submit monthly project narrative reports by the 1st of each month; and
- 1.3.4. Prepare and submit an annual summary of all grant activity no later than 30 days following the end of the funding period.

2. Reference Document

- 2.1. CDC, Cooperative Agreement for Emergency Response: Public Health Crisis Response 2018 Opioid Overdose Crisis Cooperative Agreement, CDC-RFA-TP18-1802

3 State Provided Items



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

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

Agreement No: **ADHS17-133164**

Amendment No: 5

Procurement Officer:
Ted Cooper

3.1 ADHS will provide:

3.2 Technical assistance to Contractor's staff that shall implement the CDC CoAg proposed activities; and

3.3 Any forms or guides that may be necessary to establish a certification process

4 ADHS Will:

4.1 Monitor the implementation and operation of CDC CoAg grant related activities and compliance with Contract provisions through site visits, review of submitted forms and other mechanisms; and

4.2 Hold phone conference calls for workgroup activities

5. Financial Requirements

5.1. This is one-time funding, and funds must be spent/expended within the performance and budget period, September 1, 2018 – August 31, 2019.

5.2. Recipients are required to coordinate activities funded under this amendment with all other CDC-funded and federally-funded opioid prevention activities to ensure alignment and reduce duplication.

5.3. Recipients shall complete the work plan and budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS. Any deviations from approved budget and work plan will require completion of redirection documentation and approval from ADHS.

5.4. All activities and procurements funded through the Opioid Overdose Crisis grant shall be aligned with the budget/spend plan and work plan. Monthly project updates and spending reports will be due to ADHS by the 1st of each month. Additionally, quarterly CERs are due to provide expenditure detail. These reports should describe all activities completed to date and an updated report of the funds spent during the reporting month.

5.5. The following activities are unallowable costs per the CDC:

5.5.1. Research

5.5.2. Purchase of naloxone

5.5.3. Purchase of syringes

5.5.4. Drug disposal programs (drop-boxes, bags or other devices, and/or take-back events) are not permissible under this funding opportunity

5.5.5. Clinical care (except a allowed by law)

5.5.6. Publicity and propaganda (lobbying) - funds cannot be used for the preparation, distribution, or use



INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

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

Agreement No: **ADHS17-133164**

Amendment No: 5

Procurement Officer:
Ted Cooper

of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.

5.5.7. In addition, funds cannot be used for items covered by other federal sources, and cannot be used to match funding on other federal awards.

6. Reporting Deliverables

- 6.1. Progress on the deliverables, performance measures and activities funded through the PHEP Opioid Overdose Crisis grant shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare it for submission at the federal level.
- 6.2. ADHS will host bimonthly conference calls to provide additional technical assistance to contracted counties on the implementation of opioid related activities initiated as part of the grant and other grant opportunities awarded through ADHS.
- 6.3. ADHS shall provide the Performance Measures templates (if applicable) in advance of the Due Date. End-of-Year Report (dates covered: September 1, 2018 - August 31, 2019) templates will be provided in advance of the Due Date.



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

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

Agreement No: **ADHS17-133164**

Amendment No: 5

Procurement Officer:
Ted Cooper

Cochise Health and Social Services

PRICE SHEET (Funds Expire 8-31-2019)

CDC Crisis CoAg - NCIPC

Fixed Price

Description	Quantity	Unit Rate	Total Cost
Implementation of CDC CoAg grant related Activities- Establish Linkages to Care	1	\$172,720.00	\$172,720.00

CDC Crisis CoAg – Special Projects

Fixed Price

Description	Quantity	Unit Rate	Total Cost
Implementation of CDC CoAg grant related Activities- Biosurveillance	1	\$8,255.00	\$8,255.00

Total			\$180,975.00
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AUTHORIZATION FOR PROVISION OF SERVICES: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.