



# Cochise County Board of Supervisors

Public Programs...Personal Service  
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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, December 4, 2018 at 10:00 AM**

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

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

**PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

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

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

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

### **CALL TO THE PUBLIC**

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

### **CONSENT**

#### **Board of Supervisors**

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

#### **Court Administration**

2. Approve the appointments of Justices of the Peace Janus A. Poppe and Ruben J. Adame to serve as Juvenile Hearing Officers, authorized under A.R.S. 8-323 effective January 2, 2019; and Justice of the Peace Pro Tempore Gary W. Ramaecker to serve as Juvenile Hearing Officer, effective January 2, 2019.

#### **Finance**

3. Approve demands and budget amendments for operating transfers.

## ***PUBLIC HEARINGS***

### **Board of Supervisors**

4. Approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Mark Walter Beres for Flying Leap Vineyards, located at 5051 E. Flying Leap Way in Willcox, AZ.

### **Community Development**

5. Adopt Zoning Ordinance 18-10 to approve Docket Z-18-09 Contreras R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet).

## ***ACTION***

### **Emergency Services**

6. Approve the 2018 Emergency Management Performance Grant (EMPG) Agreement, in the amount of \$91,351.70, effective July 1, 2018 through June 30, 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.

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2018

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 November 27, 2018.

**Background:**

Minutes

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

Signed minutes routed for processing and posted on the internet.

**Impact of NOT Approving/Alternatives:**

n/a

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

Scan to OnBase and File.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2018

Appointment of JP's to serve as Juvenile Hearing Officers

**Submitted By:** Dianna Bradshaw, Court Administration

**Department:** Court Administration

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

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

**NAME of PRESENTER:** Eric Silverberg      **TITLE of PRESENTER:** Court Administrator

**Docket Number (If applicable):**

**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** 8-323

**Information**

**Agenda Item Text:**

Approve the appointments of Justices of the Peace Janus A. Poppe and Ruben J. Adame to serve as Juvenile Hearing Officers, authorized under A.R.S. 8-323 effective January 2, 2019; and Justice of the Peace Pro Tempore Gary W. Ramaeker to serve as Juvenile Hearing Officer, effective January 2, 2019.

**Background:**

Standard practice is that Justices of the Peace are appointed by the Juvenile Presiding Judge to serve as Juvenile Hearing Officers.

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

Court Administration will prepare an Administrative Order and the Presiding Judge will appoint the Judicial Officers as Juvenile Hearing Officers.

**Impact of NOT Approving/Alternatives:**

Justices of the Peace will be unable to hear the juvenile civil traffic cases causing inconvenience of additional travel for the juveniles to attend a hearing.

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

Please notify Court Admin when completed.

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2018

Demands

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

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

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

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

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

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

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

Return to Finance after BOS approval.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2018

New Liquor License-Flying Leap Vineyards- Series 13

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

**Department:** Board of Supervisors

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

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

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

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

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Mark Walter Beres for Flying Leap Vineyards, located at 5051 E. Flying Leap Way in Willcox, AZ.

**Background:**

Mr. Beres has applied for a series #13 Farm Winery liquor license for Flying Leap Vineyards located at 5051 E. Flying Leap Way, Willcox, AZ 85643. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division will notify the applicant that she will be required to obtain the proper permits before operating the business.

Ms. Aden has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

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

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

**Impact of NOT Approving/Alternatives:**

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

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

Send packet to ADLLC and copy of letter w/out attachments to applicant.

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**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

**1:**

**Fund Transfers**

**Attachments**

*No file(s) attached.*

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Regular Board of Supervisors Meeting

Meeting Date: 12/04/2018

Z-18-09(Contreras)

Submitted By: Robert Kirschmann, Community Development

Department: Community Development

Division: Development Services

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

# of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Robert Kirschmann

TITLE of PRESENTER: Planner II

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable): Z 18-09 (Contreras)

Information

Agenda Item Text:

Adopt Zoning Ordinance 18-10 to approve Docket Z-18-09 Contreras R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet).

Background:

The Applicant is requesting to rezone an approximately 9,000 square foot lot from R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet). In addition, Cochise County Development Services is requesting to extend this rezoning to include ten (10) additional parcels for a total of approximately 5.26 acres. The request is to make Mr. Contreras lot buildable and help existing sub-standard lots, several with residences more conforming.

The subject parcels, APN 102-39-011N (2289 South Naco Highway), 102-39-011L (2301 South Naco Highway), 102-39-011H (no address), 102-39-011F ( 2339 S Sunflower Lane), 102-39-011E (2323 Sunflower Lane), 102-39-011G (2319 Sunflower Lane), 102-39-011I (2313 Sunflower Lane), 102-39-011K (No address), 102-39-011C (no address), 102-39-011J (1203 Granada Lane), 102-39-011D (no address) are on the southeast corner of South Naco Highway and West Granada Lane, south of Bisbee. The parcels are further described as being situated in Section 05 of Township 24 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona.

On Wednesday, November 14, 2018, the Planning and Zoning Commission voted 6-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff, as well as a modification to allow existing homes, garages, sheds, etc. which encroach into the required setbacks be allowed to continue.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

The zoning of the parcels will remain R-18. The Applicant will not be able to build a single family home on the parcel, and the surrounding lots will remain non-conforming.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

## Attachments

[Staff Report](#)

[Application](#)

[Public Comments](#)

[Zoning Ordinance](#)

[Exhibit A](#)

[PowerPoint](#)

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

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**MEMORANDUM**

**TO:** Cochise County Planning and Zoning Commission  
**FROM:** Robert Kirschmann, Planner II  
**FOR:** Daniel Coxworth, AICP, Development Services Director  
**SUBJECT:** Docket Z-18-09 (Contreras)  
**DATE:** October 31, 2018 for the November 14, 2018 Meeting

**APPLICATION FOR A REZONING**

The Applicant is requesting to rezone an approximately 9,000 square foot lot from R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet). In addition, Cochise County Development Services is requesting to extend this rezoning to include ten (10) additional parcels for a total of approximately 5.26 acres. The request is to make Mr. Contreras lot buildable and help existing sub-standard lots, several with residences more conforming.

The subject parcels, APN 102-39-011N (2289 South Naco Highway), 102-39-011L (2301 South Naco Highway), 102-39-011H (no address), 102-39-011F ( 2339 S Sunflower Lane), 102-39-011E (2323 Sunflower Lane), 102-39-011G (2319 Sunflower Lane), 102-39-011I (2313 Sunflower Lane), 102-39-011K (No address), 102-39-011C (no address), 102-39-011J (1203 Granada Lane), 102-39-011D (no address) are on the southeast corner of South Naco Highway and West Granada Lane, south of Bisbee. The parcels are further described as being situated in Section 05 of Township 24 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona.

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

Parcel Sizes:	Varies from ~2.7 acres to ~8,300 square feet
Current Zoning:	R-18 (Residential; one dwelling per 18,000 square feet)
Proposed Zoning:	R-9 (Residential; one dwelling per 9,000 square feet)
Growth Area:	B – Neighborhood Conservation
Plan Designation:	Neighborhood Conservation
Area Plan:	None
Existing Uses:	Existing single family homes/vacant land
Proposed Uses:	Allow applicant to construct a home and help bring surrounding lots closer into compliance.

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

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

**Zoning/Use of Surrounding Properties**

<b>Relation to Subject Parcel</b>	<b>Zoning District</b>	<b>Use of Property</b>
North	R-18	Single family homes
South	R-18	Single family homes
East	R-18	Single family homes
West	RU-4	Vacant Lane/ Naco Highway

**II. PARCEL HISTORY**

Five of the eleven parcels currently have single family homes constructed on them. Many of the homes in the area were built prior to the requirement for permits. The following is a breakdown of the individual lots:

**102-39-011K (Applicant’s Property):**

- No permit history

**102-39-011N:**

- Existing house, no permits on file

**102-39-011L**

- House built ~1959
- Demo 2013

**102-39-011H**

- No permit history

**102-39-011J/D**

- Existing house, permits on file include gas line and furnace room.

**102-39-011C**

- Manufactured home, 1985

**102-39-011I**

- Existing house, only fence permit on file

**102-39-011G/E**

- Septic permits on file, stem walls left abandoned on lots

**102-39-011F**

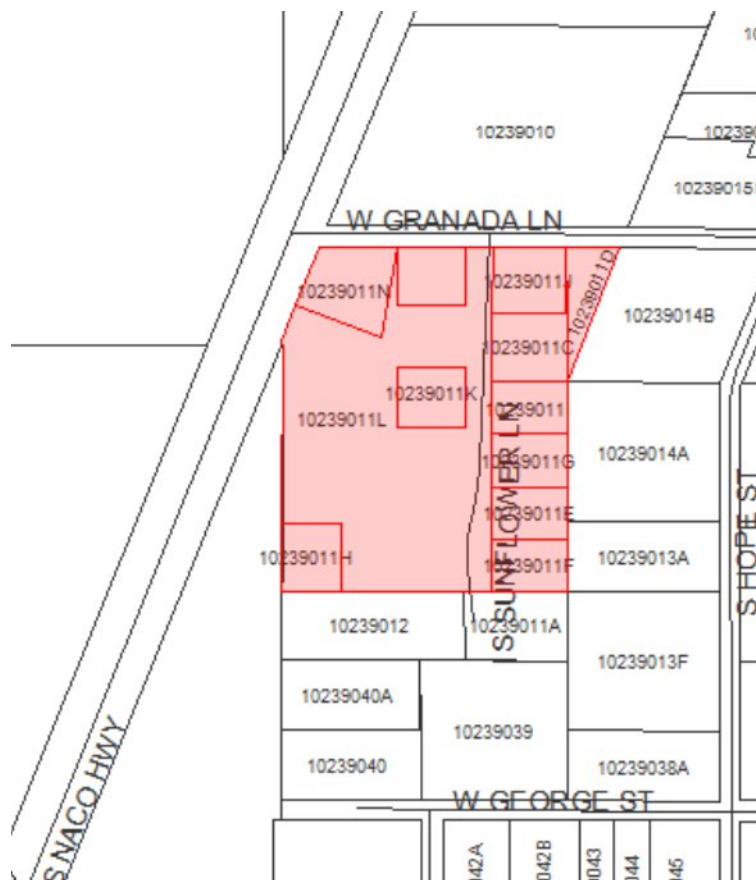
- No permit history

**III. NATURE OF REQUEST**

The Applicant is requesting to rezone an approximately 9,000 square foot lot from R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet). In addition, Cochise County Development Services is requesting to extend this rezoning to include ten (10) additional parcels for a total of approximately 5.26 acres. The request is to make Mr. Contreras lot buildable and help existing sub-standard lots, several with residences more conforming.

Mr. Paul Contreras purchased lot 102-39-011K approximately 10 years ago with the intention of constructing a single family home in the future. When he approached the county earlier this year he was told that the lot was too small to construct a home. The only way that the County could issue a permit for the parcel would be if the zoning was changed to R-9, which allows lots of 9,000 square feet. After the Applicant submitted his application Staff started looking at the neighborhood. There are 9 lots that do not comply with the current zoning requiring 18,000 square feet. The rezoning to 9,000 square feet will still not help every lot but it will bring them closer to compliance than they are today. Perhaps, working together the individual land owners could adjust lot lines in the future to have conforming lots. Several of the lots were split prior to 1975 and are thereby "Grandfathered".

Other than maximum density, and a reduction in setbacks (20 feet to 10 feet) no other site development standards change from R-18 to R-9. Several of these lots have homes, sheds and garages which project into required setbacks. Staff would request that the existing non-compliant structures be allowed to remain and deemed compliant.



Location Map



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

The proposed rezoning would not affect the development prospects of any neighboring property. The rezoning is primarily surrounded by developed properties.

**4. Limitation on Creation of Nonconforming Uses: Complies**

If approved, the rezoning would not create any non-conforming land uses. However, without approval of the waiver, several structures would not comply with setback regulations.

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

The area is largely characterized by dense residential development. There are several other similar parcels in the surrounding blocks that have been split and have single family homes on them. Some of these parcels were split prior to the adoption of zoning in 1975 and are therefore legal non-conforming.

**6. Rezoning to More Intense Districts: Does not fully comply**

While small, isolated rezonings to more intense districts are generally discouraged, the fact that five of the eleven parcels are currently developed, and the surrounding area is largely developed impacts will be reduced to all but an 2.5-acre adjacent property. This property owner has stated he is in opposition to the rezoning because he believed the Applicant's property would be vacant due to the zoning (a copy of the letter is attached).

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

The site is currently undeveloped however water and power are available to the site. There is no sewer system, so a septic system will be required. Sunflower is a 40 foot easement per DK361-381.

**8. Traffic Circulation Criteria: Complies**

Should the larger 2.5-acre parcel decide to subdivide a total of eleven lots could be created based on square footage. Due to the existing lot configurations and access it is unlikely that eleven lots could be created. However, using that number as total of 25 to 32 additional trips may be generated. Some improvements to Sunflower Lane may be warranted, should that number be reached in the future.

**9. Development Along Major Streets: Not Applicable**

The rezoning is located near the Corner of Naco Highway and Granada Lane (County Collector, 30 foot dedication). However, Sunflower Lane, a dedicated easement (40 feet in width) provides access to several existing residential homes and lots including the Applicant's parcel. The County's right-of-way department has stated no additional right-of-way is required at this time.

**10. Infill: Not Applicable**

This Factor applies only for rezoning requests to GB, LI or HI.

**11. Unique Topographic Features: Complies**

There are no exceptional topographic features warranting consideration on or near the site.

## 12. Water Conservation: Not applicable

The property is not within the Sierra Vista Sub-watershed.

## 13. Public Input: Complies

The Applicant completed a Citizen Review, and Staff mailed notices to neighboring property owners within 1,000 feet of the subject property on September 10, 2018. Staff posted the property on October 10, 2018 and published a legal notice in the *San Pedro Valley Sun-News* on October 24, 2018. The applicant received one letter in support and one in opposition.

## 14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

## 15. Compliance with Area Plan: Not Applicable

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

## V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received one written response in support and one written response in opposition. Please find all correspondence received by Staff and the Applicant attached.

## VI. MODIFICATIONS TO DEVELOPMENT STANDARDS

Staff would request that the setbacks be modified to allow existing homes, garages, sheds, etc. which encroach into the required setbacks be allowed to continue.

## VII. SUMMARY AND CONCLUSION

The Applicant is requesting the Commission permission to rezone his lot to allow the construction of a single family home. Cochise County Development Services is requesting to extend that rezoning to include a total of 11 parcels and 5.26 acres. The request is rezoning from R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet). Today, the applicant is unable to build a home on his property.

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

1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area; and
2. Existing property owners, which were not involved with the illegal lot splits will have compliant properties and be able to replace in the event of a fire, obtain permits, and construct a new home.
3. Two letters of support have been received.

### **Factors Against Approval**

1. Should the vacant parcel be developed, minor increases in traffic might be seen and improvements might be needed on Sunflower Lane.
2. One letter of opposition has been received.

## VIII. RECOMMENDATION



Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

1. The property owner 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 property owners' 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.

Sample Motion: *Mr. Chairman, I move to forward Docket Z-18-09 to the Board of Supervisors with a recommendation of Approval, with the Conditions of Approval recommended by staff; the Factors in Favor of Approval constituting the Findings of Fact.*



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

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

**COCHISE COUNTY REZONING APPLICATION**

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

1. Applicant's Name: \_\_\_\_\_

2. Mailing Address: 5755 N. Escondido Ln. \_\_\_\_\_

Tucson Az 85704  
\_\_\_\_\_  
City State Zip Code

3. Telephone Number of Applicant: 520-822-4529 \_\_\_\_\_

4. Telephone Number of Contact Person if Different: \_\_\_\_\_

5. Email Address: paulshomes@gmail.com \_\_\_\_\_

6. Assessor's Tax Parcel Number: 102-39-011K - - \_\_\_\_\_ (Can be obtained from your County property tax statement)

7. Applicant is (check one):

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

7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:

- List attached (if applicable): \_\_\_\_\_

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

**Planning, Zoning and Building Safety**  
1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
520-432-9300  
520-432-8278 fax  
1-877-777-7958  
planningandzoning@cochise.az.gov

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

- If corporation, corporate resolution designating applicant to act as agent: \_\_\_\_\_
  - If partnership, written authorization from partner: \_\_\_\_\_
  - If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.
9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
- Copy of deed of ownership: \_\_\_\_\_
  - Copy of title report:
  - Copy of tax notice: \_\_\_\_\_
  - Other, list: \_\_\_\_\_
10. Will approval of the rezoning result in more than one zoning district on any tax parcel?
- Yes  No \_\_\_\_\_
11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.
12. Is more than one parcel contained within the area to be rezoned? Yes  No
- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.
13. Indicate existing Zoning District for Property: R18
14. Indicate proposed Zoning District for Property: R9

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

15. Comprehensive Plan Category: B-neighborhood (A County planner can provide this information.)
16. Comprehensive Plan Designation or Community Plan: none (A County planner can provide this information.)

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

17. Describe all structures already existing on the property: none
- \_\_\_\_\_

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: future single family residence
- \_\_\_\_\_

19. Are there any deed restrictions or private covenants in effect for this property?
- No  Yes \_\_\_\_\_
  - If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes \_\_\_\_\_ No \_\_\_\_\_

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

20. Which streets or easements will be used for traffic entering and exiting the property?  
Sunflower Ln. off of Granada Ln.

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? Not applicable

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? Not applicable

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Arizona Water Co.	
Sewer/Septic	Septic	
Electricity	APS Electric	
Natural Gas	Southwest Gas	
Telephone	Century Link	
Fire Protection	Bisbee Fire	

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

The lot is zoned R-18, lot needs to be rezoned to R-9 to match lot size. I would like to build a single

family residence in the future. Current zoning dose not match lot size.

25. AFFIDAVIT

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

Applicant's Signature: John Smith

Date: 9/17/18

# OWNER'S POLICY OF TITLE INSURANCE

Issued by **Transnation Title Insurance Company**



*Transnation Title Insurance Company is a member of the  
LandAmerica family of title insurance underwriters.*

**POLICY NUMBER**

**A38-Z056574**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

## Error! Not a valid filename: EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent

jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**CONDITIONS AND STIPULATIONS**  
(Continued)

**7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest or the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which

case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

**(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

**(b) The Company's Rights Against Non-Insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION.**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

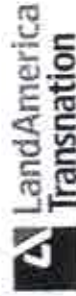
## OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/52)

Issued by

**Transnation Title  
Insurance Company**

Transnation Title Insurance Company  
is a member of the LandAmerica family of title insurance underwriters.



LandAmerica Financial Group, Inc.  
101 Gateway Center Parkway  
Richmond, Virginia 23235-5153  
[www.landam.com](http://www.landam.com)

## THANK YOU.

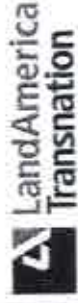
Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Transnation Title Insurance Company  
Consumer Affairs  
P. O. Box 27567  
Richmond, Virginia 23261-7567  
telephone, toll free: 800 445-7086  
web: [www.landam.com](http://www.landam.com)

We thank you for choosing to do business with Transnation Title Insurance Company, and look forward to meeting your future title insurance needs.

Transnation Title Insurance Company  
is a member of the LandAmerica family of title insurance underwriters.



**Schedule A - continued**

Policy No: A38-Z056574

File No: 00517187-FMM

Reference No.

**Transnation Title Insurance Company**

**SCHEDULE A**

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

Liability Amount  
\$ 11,200.00

Effective Date  
September 7, 2006  
at 12:00 p.m.

Premium: 175.00  
Rate Code: 1.01J  
Fee No. 0609-33860

**INSURED**

Paul Contreras, a single man

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

**Paul Contreras, a single man**

2. The estate or interest in the land described or referred to in this Schedule covered by this policy is a:  
**fee.**

3. The land referred to in this policy is located in Cochise County, Arizona, and is described as follows:

A portion of Lots 3 and 4, SUNSET ACRES, according to Book 3 of Maps, page 115, records of Cochise County, Arizona and more specifically described as follows:

BEGINNING at the Southwest corner of Lot 5 of said Sunset Acres;  
thence North along the West line of Lots 5 and 4 of said subdivision, a distance of 340.00 feet;  
thence East a distance of 174.86 feet to the TRUE POINT OF BEGINNING;  
thence North a distance of 90.00 feet;  
thence East a distance of 100.00 feet;  
thence South a distance of 90.00 feet;  
thence West a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

Transnation Title Insurance Company

BY \_\_\_\_\_  
AUTHORIZED SIGNATORY

deb

**Transnation Title Insurance Company**

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

**SCHEDULE B**

This policy does not insure against loss or damage, nor against any costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

**PART I**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**Transnation Title Insurance Company**

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

**PART II**

(All recording data refer to records in the office of the County Recorder of the County in which the land is situated.)

1. Liabilities and Obligations imposed upon said land by reason of its inclusion with the following named district:

Sanjo Fire District #80-68

2. Taxes and assessments collectible by the County Treasurer not yet due and payable for the following year:

Year : 2006

3. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket : 361  
Page : 381  
Purpose : ingress and egress

4. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket : 1004  
Page : 132  
Purpose : Electric lines

5. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket : 1273  
Page : 544  
Purpose : Water mains

**END OF EXCEPTIONS**

**Transnation Title Insurance Company**

Policy No: A38-Z056574  
File No: 00517187-FMM  
Reference No.

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This policy contains the following Endorsements which are hereby made a part hereof as of the Date of this Policy:

None

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**NOT A PART OF THIS POLICY  
TAX INFORMATION SHEET**

Any Real Estate Tax not shown as an Exception in Part One of Schedule B of this policy may be assumed paid.

Real Estate Taxes in Arizona are assessed on a calendar year.

The first installment (one half) is due and payable on the first day of October and delinquent of the first day of November of the tax year.

The second installment (remaining one-half) is due and payable on the first day of October of the tax year, but not due until the first day of March of the year following the tax year and becomes delinquent on the first day of May of the year following the tax year.

STATE OF ARIZONA }  
COUNTY OF COCHISE }  
I hereby certify that the within instrument was filed and recorded at request of }  
PIONEER TITLE & TRUST CO. }  
BISEE, ARIZONA }  
Fee \$ 2.50 }  
L. S. }  
Date JUL 27 1964 - 3 22 PM }  
Total \$ DOCKET 361 }  
Docket 381-382 }  
Paid 12817 }  
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE made this 24th day of July, 1964, by and between ALEJANDRO U. MOROYOQUI and ENCARNACION MOROYOQUI, his wife, parties of the first part, and ERNESTO L. MOROYOQUI and FRANCISCA N. MOROYOQUI, his wife, parties of the second part.

WITNESSETH:

Parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, to them in hand paid, the receipt of which is hereby acknowledged and acquittance therefor forever given, do hereby grant, bargain, sell and convey unto the parties of the second part all those certain premises described with particularity as follows:

A portion of Lot 5 Sunset Acres, per the official map thereof recorded in the office of the County Recorder of Cochise County, Arizona, on December 9, 1953, in Book 3 of Maps, at page 115, more particularly described as:

Beginning at the Southeast corner of said Lot 5; thence West 110 feet; thence North 100 feet; thence East 110 feet; thence South 110 feet to the point of beginning.

Together with a right-of-way and easement for road purposes for ingress to and egress from the above described parcel over and across a portion of Lots 3, 4 and 5 of said Sunset Acres, more particularly described as:

A strip of land forty (40) feet in width, lying twenty (20) feet on each side of a center line which said center line is particularly described as follows: Beginning at a point on the South boundary of said Lot 5, which point is 130' West of the Southeast corner of said Lot 5; thence North to a point of intersection with the North boundary of said Lot 3 of said Sunset Acres. Provided, however, that the easement herein granted shall not attach exclusively to the hereinabove described portion of said

W. SHELLY DICKEY  
COUNTY CLERK  
DOUGLAS, ARIZONA

Lot 5, but said easement shall inhere to the use and benefit of all other parcels of land abutting upon said easement and of all persons now or hereafter owning or having an interest in any of said parcels or any part thereof.

TO HAVE AND TO HOLD the above described premises, together with all all and singular the rights and appurtenances thereto in anywise belonging unto the said ERNESTO L. MOROYOQUI and FRANCISCA N. MOROYOQUI, his wife, their heirs and assigns forever.

And we bind ourselves and our successors to warrant and forever defend, all and singular, the premises unto the said ERNESTO L. MOROYOQUI and FRANCISCA N. MOROYOQUI, his wife, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

*Alejandro U. Moroyoqui*  
ALEJANDRO U. MOROYOQUI

*Encarnacion Moroyoqui*  
ENCARNACION MOROYOQUI

STATE OF ARIZONA )  
COUNTY OF COCHISE ) ss.

On this the 24th day of July, 1964, before me, the undersigned Notary Public, personally appeared ALEJANDRO U. MOROYOQUI and ENCARNACION MOROYOQUI, his wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*W. Shelley Rudge*  
Notary Public

My Commission Expires:  
July 15, 1968



LOW OFFICER  
W. SHELLEY RUDGE  
1007 LOWELL STREET  
BUCKLE, ARIZONA

PROFESSOR



# Rezoning Docket Z-18-09 (Contreras)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

*I had the same problem when I was Bulding my House and had to acquire more land.*

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

*Fernando Noe*

SIGNATURE(S):

*Fernando Noe*

YOUR TAX PARCEL NUMBER: 102-39-015 C1 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Thursday, November 1, 2018** to be included in the staff report to the Commission, and by **Thursday, November 27, 2018** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Robert Kirschmann at [rkirschmann@cochise.az.gov](mailto:rkirschmann@cochise.az.gov). Comments received after the November 1 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the **public hearing on November 14, 2018 for the Planning and Zoning Commission and December 4, 2018 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

October 26, 2018

Re: Docket Z-18-09 (Contreras)

Dear Robert Kirschmann and Cochise County Planning and Zoning,

I am writing as the owner of 2301 S Naco Highway (102-39-011L) in response to the proposed zoning of the property of Mr. Contreras. Unfortunately my wife nor I will be available to attend the public hearings with Cochise County Planning and Zoning Commission and Board of Supervisors regarding this issue. We will be out of the state regrettably. For this reason I am submitting our opinions via email and a handwritten letter.

First for some background, my wife Valeria Sedano and I purchased our property spring of 2018. A large decision for buying this property (2.5 acres) was dependent on the regulations for the smaller 9000 sq. ft property (Mr. Contreras'). Once we learned that this small property that essentially is a floating island within our larger property is zoned as an R – 18 and does not have the possibilities of future construction projects, we decided to buy the beautiful spacious 2301 S Naco Hwy property. To speak clearly, we only bought the property with the knowledge that no one would be able to build within this small plot surrounded by our larger plot.

As you can imagine we are not for the idea of changing the zoning of this small plot (or other plots for that matter) to a zoning for a smaller residence. These desires do not come from the fact that we do not like neighbors or that we do not want the community around us to be able to grow and flourish. No, we feel that construction in this 9000 sq. ft plot would be intrusive to us as owners of 2301 S Naco Hwy. Our intentions for 2019 is to start construction of our own residential structure and we fully intend to respect the regulations of not constructing within 50 feet of property boundaries. Mr. Contreras' property is roughly 90 feet x 100 feet. By doing the basic math, I do not see any possibility that by constructing a residential space of 1000 sq. ft (which he proposes) he would be able to maintain 50 feet of buffer between any property lines. Not to mention construction activities, waste, machinery, etc. this seems to be more intrusive of a request than we are comfortable with. We like to remain flexible, but seeing as this proposed residential structure of Mr. Contreras is planned as a secondary vacation home, we are putting our desires and respect of boundaries first.

After speaking with Mr. Contreras on the phone, we are **confident in our decision of not supporting this rezoning of the property** of Mr. Contreras (Docket Z-18-09) from an R-18 to an R-9. We ask that you please take in consideration our opinions as the neighbors primarily affected by this rezoning when coming to a decision on this matter.

Thank you for your cooperation and cordiality of this matter.

Sincerely,



Zachary Palma

OCT 26 2018

John Paul Contreras  
P.O Box 91813  
Tucson, Az 85752

9/10/2018

Dear Friends and Neighbors,

My name is John Paul Contreras I am representing myself. I own a vacant lot that is 9000 Square feet and I am looking to put a small home on it. The parcel number is 102-39-011k. I have owned the vacant lot since September 9, 2006.

The project will include:

- One 800 to 1350 Square foot Home

The parcel is currently zoned Residential, one home per 18,000 square feet (R-18). With my lot only being (9,000 square feet I am unable to build a home without rezoning my parcel. Therefore, I am required to go through the rezoning process to build my home. Part of that process includes getting feedback from you, our neighbors.

You will also be receiving a letter from the county, with contact information in case of objections to the project. If you have any concerns, questions or objections we ask and encourage you to contact us first. We are happy to address them, and it may be something we haven't thought of that will make the project that much better. We hope that this will be the start of a very cooperative relationship.

Thank you for your time and consideration. Please find my contact information below:

John Paul Contreras  
P.O Box 91813  
Tucson, Az 85752

Oct 26, 2018

Mr. Contreras

Sorry it has taken so long to return  
your notice of rezoning request.

I have no problem with having this area  
rezoned. I have already received a letter  
from Cochise County.

Since my brothers and sister are now gone,  
I am considering selling this lot. I am  
trying to get more information as it was  
purchased some time ago by my father.  
I understand it's a small lot. If you  
know of anyone who might be interested  
in purchasing it, please let me know.

Good Luck with your project.

Sincerely

Gloria Guadalupe Gallego  
Parcel # 102-39-011 H4

gloriag\_2008@yahoo.com.

480-276-4663 - cell

Brian Burke  
4N070 Swift Rd.  
Addison, IL. 60101

9-21-2018

Dear John Contreras,

I am contacting you regarding your letter addressed to my sister Shelia Haskins. Shelia Haskins, Eileen Esler (my sister) and I together own the nearby parcel 02-39-010 9 in Bisbee Az. I believe I am agreeable with your proposal and would like to speak to you at you convenience.

I can be reached at:

630-651-8735.

Zachary Palma  
2301 S Naco Hwy  
Bisbee, AZ 85603

9/27/18

Mr. Contreras,

Thank you for the cordial letter regarding your thoughts on your property, me and my wife appreciate the communication.

We are familiar with the roughly 90ft x 100ft piece of property floating in the northeastern realm of our property. My wife and I are currently remodeling a travel trailer to temporarily live in during the construction of our house. Our design and plans for construction are underway and we plan on submitting permits to the county in early October to build an adobe house on the northern half of our property. We bought this property back in late spring with the goals of creating an inviting, uniquely designed, isolated, natural space that is not too far from the town of Bisbee.

With this in mind we are curious what your plan is to do with this small piece of property that you have. As zoning rules go, I am under the impression that building limits need to be 50ft away from property lines. That seems to leave you with negative room from all sides to build. Are you thinking of putting in a manufactured home, build a tiny house, etc? How would you access the property? How would you maintain boundaries? We are curious.

To state clearly, we are very much fans of DIY people and love neighbors. Without more information this sounds like a cool idea (and something that we have done or would do), but the idea of that happening basically within our land sounds rather intruding (hence building and zoning codes). We purchased the property with the information that the small island does not have zoning capabilities for building. This was a factor in our decision to buy the 2.5 acres in sunset acres.

I hope this letter is not rude, but rather direct and honest. I await a letter from the county still.

Zachary Palma

**ZONING ORDINANCE 18-10**

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-18  
TO R-9, PURSUANT TO THE APPLICATION OF COCHISE COUNTY**

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

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

**WHEREAS**, Tax Parcels 102-39-011C, 102-39-011D, 102-39-011E, 102-39-011F, 102-39-011G, 102-39-011H, 102-39-011I, 102-39-011J, 102-39-011L, 102-39-011N, and 102-39-011K were zoned as R-18; and

**WHEREAS**, the parcels are located in an area designated as Neighborhood Conservation under the Comprehensive Plan; and

**WHEREAS**, the parcels are located in an area of the County primarily characterized by single family residential uses; and

**WHEREAS**, the parcels were not created by any of the current owners, and

**WHEREAS**, some of the parcels do not currently conform to the zoning regulations and the existing single-family homes could not be rebuilt under the current designation, and

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

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

**WHEREAS**, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant Paul Contreras and Cochise County; and

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

ZONING ORDINANCE 18-10

Re: Docket Z-18-09 Application of Cochise County

Page 2

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

The zoning classification for Tax Parcels 102-39-011C, 102-39-011D, 102-39-011E, 102-39-011F, 102-39-011G, 102-39-011H, 102-39-011I, 102-39-011J, 102-39-011L, 102-39-011N, and 102-39-011K, as shown on the map attached to this Resolution as Exhibit A, is changed from R-18 to R-9. The properties are located on the southeast corner of South Naco Highway and West Granada Lane, south of Bisbee. The parcels are further described as being situated in Section 05 of Township 24 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Board of Supervisors approves Docket Z-18-09.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 4<sup>th</sup> day of December 2018.

---

Peggy Judd, Chair  
Board of Supervisors

**ATTEST:**

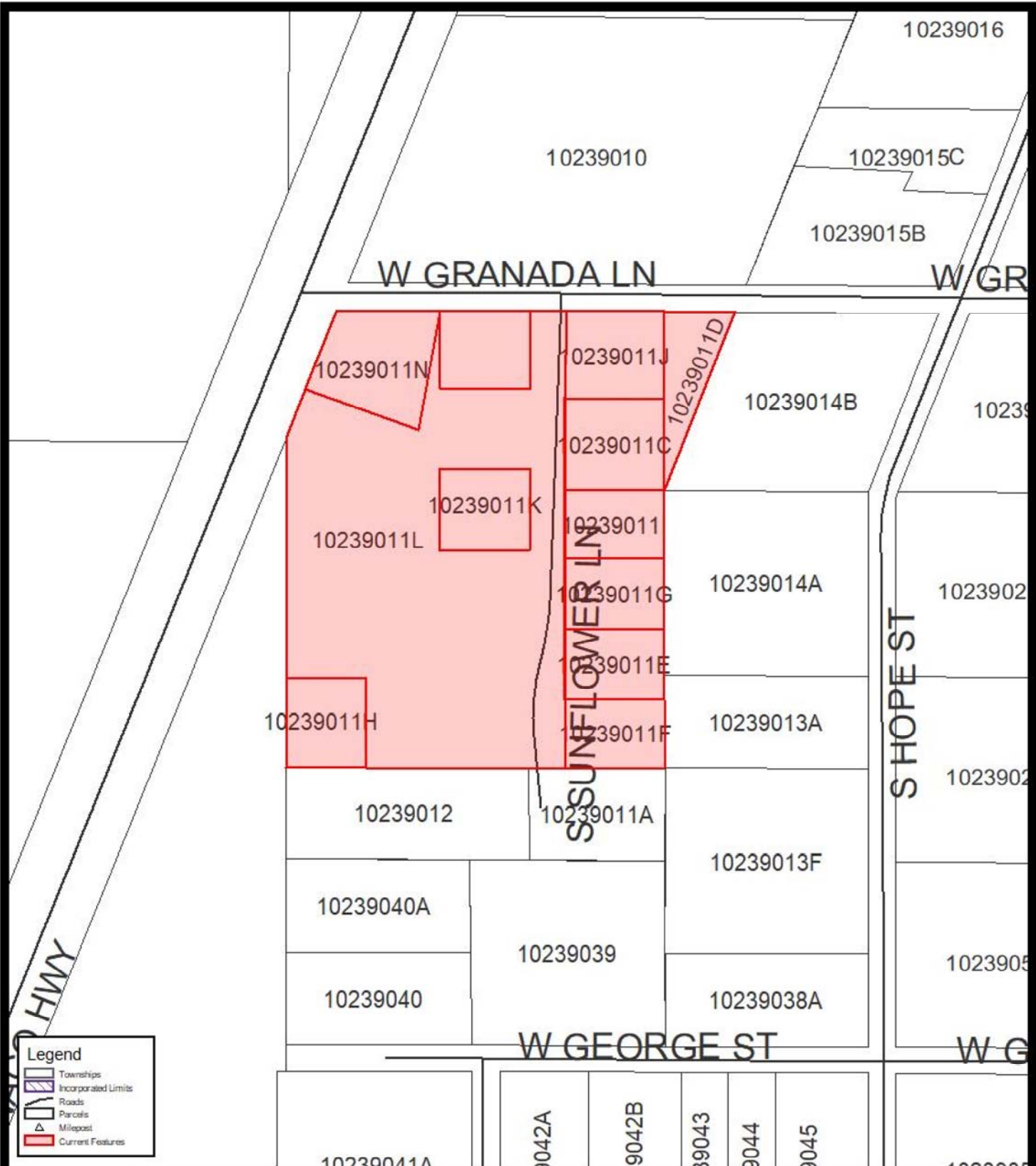
**APPROVED AS TO FORM:**

---

Arlethe Rios  
Clerk of the Board

---

Elda Orduno  
Civil Deputy County Attorney





**Legend**

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



Exhibit A

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

# COCHISE COUNTY

Z-18-09 (Contreras)

A request to rezone from R-18 to R-9

Board of Supervisors

December 4, 2018



***Public Programs...Personal Service***

# COCHISE COUNTY

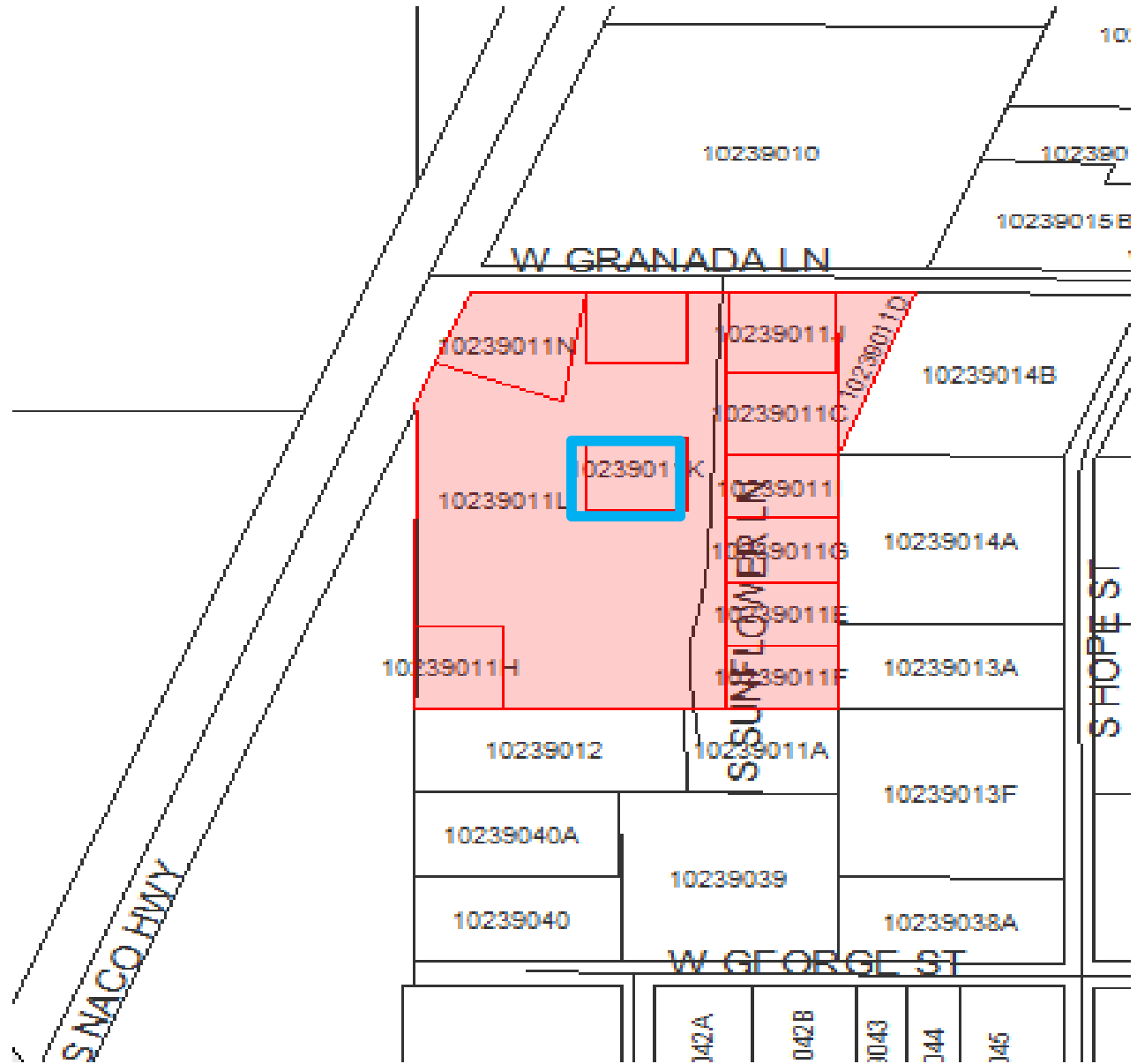
## Docket Z-18-09 (Contreras)

- Applicant is requesting rezoning from R-18 (Residential, one dwelling per 18,000 square feet) to R-9 (Residential, one dwelling per 9,000 square feet).
  - Parcel:
    - 102-39-011K (Sunflower Lane)
- Development Services requesting same designation on ten (10) addition parcels:
  - Parcels:
    - 102-39-011C (no address)
    - 102-39-011D (no address)
    - 102-39-011E (2323 S. Sunflower Lane)
    - 102-39-011F (2239 S. Sunflower Lane)
    - 102-39-011G (no address)
    - 102-39-011H (no address)
    - 102-39-011I (2313 Sunflower Lane)
    - 102-39-011J (1203 Granada Lane)
    - 102-39-011L (2301 S. Naco Highway)
    - 102-39-011N (2289 S. Naco Highway)
  - Five of the lots are currently developed with single family homes
  - Two lots have foundations on them



# COCHISE COUNTY

Location Map:



# COCHISE COUNTY

Aerial Photo:



# COCHISE COUNTY

Site Photos:



Applicant's lot from Sunflower

# COCHISE COUNTY

Site Photos:



Applicant's lot from Granada

# COCHISE COUNTY



Sunflower, south of Applicant's lot

# COCHISE COUNTY

## Site Photos:



# COCHISE COUNTY

Site Photos:



Granada and Naco Highway

# COCHISE COUNTY

Site Photos:



Sunflower Lane

# COCHISE COUNTY

Public input:

2 letters in support

1 letter in opposition



# COCHISE COUNTY

## Modification:

Staff would request that the setbacks be modified to allow existing homes, garages, sheds, etc. which encroach into the required setbacks be allowed to continue.



# COCHISE COUNTY

## Factors in Favor and Against Approving the Rezoning:

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

1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area; and
2. Existing property owners, which were not involved with the illegal lot splits will have compliant properties and be able to replace in the event of a fire, obtain permits, and construct a new home.
3. Two letters of support have been received.

### **Factor Against Approval**

1. Should the vacant parcel be developed, minor increases in traffic might be seen and improvements might be needed on Sunflower.
2. One letter of opposition has been received.



## COCHISE COUNTY

Based on the factors in favor of approval, Planning Commission recommends Conditional Approval of the Rezoning request, subject to the following Conditions:

1. The property owners 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 property owners' 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.

### Modification:

A request that the setbacks be modified to allow existing homes, garages, sheds, etc. which encroach into the required setbacks be allowed to continue.



**Regular Board of Supervisors Meeting**

**Meeting Date:** 12/04/2018  
Approval of 2018 EMPG Sub-Grantee Agreement  
**Submitted By:** Gabriel Lavine, Emergency Services  
**Department:** Emergency Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Gabe Lavine

**TITLE of PRESENTER:** ES Coordinator

**Mandated Function?:** Local Mandate or Policy

**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 2018 Emergency Management Performance Grant (EMPG) Agreement, in the amount of \$91,351.70, effective July 1, 2018 through June 30, 2019.

**Background:**

The EMPG Grant reimburses approximately 50% of the expenses incurred by the Office of Emergency Services. This grant is a pass-through Department of Homeland Security Grant. The State of Arizona as the primary grant recipient now requires all sub-grantees to sign a grant agreement. Approval of this standard grant agreement is required for the release of reimbursement funds for the 2018 grant year.

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

Once approved, two original signed copies of the agreement will be sent to Arizona Division of Emergency and Military Affairs. Grant reimbursement funds will then be released for July 2018 - June 2019.

**Impact of NOT Approving/Alternatives:**

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

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

Two (2) original signed copies to be returned to Gabe Lavine for submission to DEMA.

---

**Budget Information**

*Information about available funds*

<b>Budgeted:</b> <input checked="" type="checkbox"/>	<b>Funds Available:</b> <input checked="" type="checkbox"/>	<b>Amount Available:</b> \$169,738.00
<b>Unbudgeted:</b> <input type="checkbox"/>	<b>Funds NOT Available:</b> <input type="checkbox"/>	<b>Amendment:</b> <input type="checkbox"/>

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

1: 3600

**Fund Transfers**

**Fiscal Year:** 2018

**One-time Fixed Costs? (\$\$\$):** \$91,351.70

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

**County Match Required? (\$\$\$):** \$91,351.70

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

**Source of Funding?:** EMPG

**Fiscal Impact & Funding Sources (if known):**

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**Attachments**

2018 EMPG Agreement

---



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**  
**DIVISION OF EMERGENCY MANAGEMENT**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Michael T. McGuire  
THE ADJUTANT GENERAL

September 27, 2018

Mr. Gabriel Levine, Emergency Services Coordinator  
Cochise County Office of Emergency Services  
1415 Melody Lane Bldg G  
Bisbee, AZ 85603

RE: FFY 2018 Emergency Management Performance Grant (EMPG)  
CFDA # 97.042  
Final Award Amount: \$ 91,351.70

Dear Mr. Sturm:

The Arizona Department of Emergency & Military Affairs, Division of Emergency Management is pleased to provide you with this Final Grant Award letter for the above referenced grant in the amount of **\$ 91,351.70**. Funds may be obligated and expended within the period of performance and in accordance with the EMPG grant guidelines, including a cost share of 50% Federal funds/50% Local funds on all eligible expenditures. The period of performance will be from **July 1, 2018 - June 30, 2019**.

To complete the award process, please sign and return two copies of the enclosed Sub-Recipient Agreement to the address listed below. DEMA will then return a fully-executed copy for you to retain with your files. We must have a fully-executed copy on file in our office prior to reimbursing any funds expended under this grant award.

All expenditures made with grant funding must adhere to all federal regulations and requirements as outlined in the EMPG Notice of Funding Opportunity. Also, each grant award will be monitored for both programmatic and fiscal compliance through desk monitoring and scheduled site monitoring visits.

Recipients that expend \$750,000 or more from all federal funding sources during the fiscal year are required to submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with the audit requirements, will suspend the release of federal funds until complete. *Reference C.F.R. 200.512 Single Audit reporting ending 06/30/2017: FY17. The FY 2017 Audit Report is verified received at the Federal Audit Clearinghouse (FAC) April 30, 2018.*

- International Travel requires 45 day advance request for FEMA approval process, Cochise attends and participates in Border 2020 and Arizona/Mexico Commission meetings and events. Please submit a signed memo requesting travel to Mexico with travel details to allow for

Cochise County Emergency Management - Page 2  
FFY 2018 Emergency Management Performance Grant (EMPG)  
CFDA # 97.042

As a reminder, the (GAO) Grant Activities Outline quarterly report is due to the EMPG Program Coordinator within 30 days of the end of each calendar quarter, this report can be emailed to [diane.fernandez@azdema.gov](mailto:diane.fernandez@azdema.gov). The Expenditure Reports along with all financial supporting documents are due to EMPG Finance Coordinator within 30 days of the end of each calendar quarter to receive reimbursement. Expenditure Reports must have original signatures and should be mailed to the Finance Coordinator at the address below:

Arizona Department of Emergency & Military Affairs, Division of Emergency Management

Grants Administration Section  
Diane Fernandez  
**EMPG Program Coordinator**  
5636 E McDowell Rd., Bldg 5101  
Phoenix, AZ 85008

DEMA Resource Accounting/Finance  
Wendy Bidon  
**EMPG Finance Coordinator**  
5645 E McDowell Rd, Bldg 5800  
Phoenix, AZ 85008

Please refer questions to Diane Fernandez at 602-464-6268 or [diane.fernandez@azdema.gov](mailto:diane.fernandez@azdema.gov). We look forward to working with you and your staff in the coming year.

Sincerely,



Wendy Smith-Reeve  
Deputy Director, Dept. of Emergency & Military Affairs  
Director, Division of Emergency Management

**SUBRECIPIENT AGREEMENT BETWEEN**

**Cochise County Office of Emergency Services**  
**AND**

**The Arizona Department of Emergency and Military Affairs**  
**FOR**

**Emergency Management Performance Grant - EMF-2018-EP-00012-S01**

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

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

**I. PURPOSE OF AGREEMENT**

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

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

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

**III. DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT**

Subrecipient shall provide the services for DEMA, and shall purchase the supplies and equipment for Subrecipient's use in conjunction with this Agreement as set forth in writing Subrecipient's grant application titled "EMPG FY18", a copy of which is attached as Exhibit III

- a) The FY 2018 EMPG covers eligible costs from **July 1, 2018 - June 30, 2019**. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. Allowable costs are defined in the FY 2018 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit III(a).
- b) All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three exercises run by either Subrecipient or DEMA in a 12 month period.
- c) Finance & Administration- DEMA will serve as the primary fiscal agent for all FFY 2018 EMPG funds.

vii) The FY 2018 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, *Title VI, sections 611(U)* and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.

viii) The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR § 200.306. To meet matching requirements, Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

#### **IV. MANNER OF FINANCING**

DEMA shall:

a) Provide up to **\$91,351.70** to the Subrecipient for 50% of the costs associated with the services, supplies and equipment identified in Exhibit III. Subrecipient will provide the services required by part III of this Agreement and acquire the supplies and equipment identified therein for its own use, unless a change is agreed to as provided in part XII of this Agreement.

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

Payment maybe contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards in **2 CFR PART 215 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB CIRCULAR 1-110)**.

#### **V. FISCAL RESPONSIBILITY**

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

#### **VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING**

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

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

#### **VII. APPLICABLE FEDERAL REGULATIONS**

Subrecipient must comply with the EMPG FY 2018 NOFO, **Office of Management and Budget (OMB) Circular's** Code of Federal Regulations (CFR), and other Federal guidance including but not limited to:

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

Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

- g) 2 CFR 200-Subpart F – Audit Requirements/Single Audit, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

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

**National Incident Management System (NIMS)**

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

**Environmental Planning and Historic Preservation**

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

**Consultants/Trainers/Training Providers**

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

**Contractors/Subcontractors**

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

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

### **Personnel and Travel Costs**

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

### **Procurement**

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

### **Training and Exercise**

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

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

### **Nonsupplanting Agreement**

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

## **E-Verify**

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

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

## **Property Control**

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

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

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

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

#### **VIII. DEBARMENT CERTIFICATION**

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

#### **IX. FUNDS MANAGEMENT**

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

#### **X. REPORTING REQUIREMENTS**

Regular reports by Subrecipient shall include:

- a) Programmatic Reports - Subrecipient shall provide quarterly programmatic reports to DEMA within fifteen (30) working days of the last day of the quarter in which services are provided. Subrecipient shall use the form provided by DEMA to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by DEMA. Subrecipient shall use the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit X(a). If a project

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

b) Quarterly Programmatic reports are due:

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

Quarterly Financial Expenditure reports are due:

**October 30** .....(period July 1 – September 30)  
**January 30** .....(period October 1– December 31)  
**April 30** .....(period January 1 – March 31)  
**Sept 28** .....(period April 1 – June 30) FINAL

d) Financial Reimbursements

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

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

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

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

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

**XI. ASSIGNMENT AND DELEGATION**

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

**XII. AMENDMENTS**

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

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

**XIII. AGREEMENT RENEWAL**

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

**XIV. RIGHT TO ASSURANCE**

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

**XV. CANCELLATION FOR CONFLICT OF INTEREST**

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

**XVI. THIRD PARTY ANTITRUST VIOLATIONS**

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

**XVII. AVAILABILITY OF FUNDS**

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

**XVIII. FORCE MAJEURE**

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

**XIX. PARTIAL INVALIDITY**

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

**XX. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. In the event that the parties cannot resolve their dispute on an agreed-upon basis, either party may invoke arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees, attorneys' fees, and costs) to be allocated between the parties by the arbitrator. Both parties being sovereign entities, the parties agree that any litigation to enforce an arbitration award or for any other purpose shall be only in the U.S. District Court for the District of Arizona in Phoenix, Arizona as the proper forum for litigation between sovereign entities located in the State of Arizona. In the event that the parties becoming involved in litigation with each other for any reason in any other forum, both parties agree to have any claim(s) against the other resolved in arbitration on the terms set forth in this part XX.

**XXI. GOVERNING LAW AND CONTRACT INTERPRETATION**

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

**XXII. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part XII of this Agreement; provided; however, that DEMA shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and

contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIII. RESTRICTIONS ON LOBBYING**

Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXIV. LICENSING**

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

**XXV. NON-DISCRIMINATION**

Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVI. SECTARIAN REQUESTS**

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

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

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

**XXVIII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

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

**XXIX. INDEMNIFICATION**

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

**XXX. TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party

wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.

b) If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.

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

**XXXI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

**XXXII. COUNTERPARTS**

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

**XXXIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**XXXIV. SPECIAL CONDITIONS**

Subrecipient acknowledges that U.S. Department of Homeland Security and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

1. The copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
2. Any rights of copy right to which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

**XXXV. RECORD RETENTION**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**XXXVI. NOTICES**

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

Arizona Department of Emergency & Military Affairs  
5636 E. McDowell Rd  
Phoenix, AZ 85008

Cochise County Office of Emergency  
Services  
1415 Melody Lane Bldg G  
Bisbee, AZ 85603

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

**Programmatic Coordinator**  
Diane Fernandez  
[Diane.Fernandez@azdema.gov](mailto:Diane.Fernandez@azdema.gov)  
602-464-6268

**Grants Coordinator (Fiscal)**  
Wendy Bidon  
[Wendy.Bidon@azdema.gov](mailto:Wendy.Bidon@azdema.gov)  
602-267-2762

**XXXVII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF**  
Cochise County Office of  
Emergency Services

**FOR AND BEHALF OF**  
Arizona Department of  
Emergency & Military Affairs

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Name & Title**

**Wendy Smith-Reeve, Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

4983525.5

**SUBRECIPIENT AGREEMENT BETWEEN**

**Cochise County Office of Emergency Services**  
**AND**

**The Arizona Department of Emergency and Military Affairs**  
**FOR**

**Emergency Management Performance Grant - EMF-2018-EP-00012-S01**

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

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

**I. PURPOSE OF AGREEMENT**

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

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

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

**III. DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT**

Subrecipient shall provide the services for DEMA, and shall purchase the supplies and equipment for Subrecipient's use in conjunction with this Agreement as set forth in writing Subrecipient's grant application titled "EMPG FY18", a copy of which is attached as Exhibit III

- a) The FY 2018 EMPG covers eligible costs from **July 1, 2018 - June 30, 2019**. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. Allowable costs are defined in the FY 2018 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit III(a).
- b) All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the EMPG NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three exercises run by either Subrecipient or DEMA in a 12 month period.
- c) Finance & Administration- DEMA will serve as the primary fiscal agent for all FFY 2018 EMPG funds.

vii) The FY 2018 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, *Title VI, sections 611(U)* and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.

viii) The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 CFR § 200.306. To meet matching requirements, Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

#### **IV. MANNER OF FINANCING**

DEMA shall:

a) Provide up to **\$91,351.70** to the Subrecipient for 50% of the costs associated with the services, supplies and equipment identified in Exhibit III. Subrecipient will provide the services required by part III of this Agreement and acquire the supplies and equipment identified therein for its own use, unless a change is agreed to as provided in part XII of this Agreement.

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

Payment maybe contingent upon certification of the Subrecipient's financial management system in accordance with acceptable standards in **2 CFR PART 215 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB CIRCULAR 1-110)**.

#### **V. FISCAL RESPONSIBILITY**

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

#### **VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING**

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

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

#### **VII. APPLICABLE FEDERAL REGULATIONS**

Subrecipient must comply with the EMPG FY 2018 NOFO, **Office of Management and Budget (OMB) Circular's** Code of Federal Regulations (CFR), and other Federal guidance including but not limited to:

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

Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

- g) 2 CFR 200-Subpart F – Audit Requirements/Single Audit, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

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

**National Incident Management System (NIMS)**

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

**Environmental Planning and Historic Preservation**

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

**Consultants/Trainers/Training Providers**

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

**Contractors/Subcontractors**

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

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

### **Personnel and Travel Costs**

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

### **Procurement**

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

### **Training and Exercise**

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

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

### **Nonsupplanting Agreement**

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

## **E-Verify**

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

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

## **Property Control**

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

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

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

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

#### **VIII. DEBARMENT CERTIFICATION**

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

#### **IX. FUNDS MANAGEMENT**

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

#### **X. REPORTING REQUIREMENTS**

Regular reports by Subrecipient shall include:

- a) Programmatic Reports - Subrecipient shall provide quarterly programmatic reports to DEMA within fifteen (30) working days of the last day of the quarter in which services are provided. Subrecipient shall use the form provided by DEMA to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by DEMA. Subrecipient shall use the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit X(a). If a project

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

b) Quarterly Programmatic reports are due:

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

Quarterly Financial Expenditure reports are due:

**October 30** .....(period July 1 – September 30)  
**January 30** .....(period October 1– December 31)  
**April 30** .....(period January 1 – March 31)  
**Sept 28** .....(period April 1 – June 30) FINAL

d) Financial Reimbursements

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

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

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

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

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

XI. **ASSIGNMENT AND DELEGATION**

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

**XII. AMENDMENTS**

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

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

**XIII. AGREEMENT RENEWAL**

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

**XIV. RIGHT TO ASSURANCE**

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

**XV. CANCELLATION FOR CONFLICT OF INTEREST**

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

**XVI. THIRD PARTY ANTITRUST VIOLATIONS**

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

**XVII. AVAILABILITY OF FUNDS**

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

**XVIII. FORCE MAJEURE**

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

**XIX. PARTIAL INVALIDITY**

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

**XX. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. In the event that the parties cannot resolve their dispute on an agreed-upon basis, either party may invoke arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees, attorneys' fees, and costs) to be allocated between the parties by the arbitrator. Both parties being sovereign entities, the parties agree that any litigation to enforce an arbitration award or for any other purpose shall be only in the U.S. District Court for the District of Arizona in Phoenix, Arizona as the proper forum for litigation between sovereign entities located in the State of Arizona. In the event that the parties becoming involved in litigation with each other for any reason in any other forum, both parties agree to have any claim(s) against the other resolved in arbitration on the terms set forth in this part XX.

**XXI. GOVERNING LAW AND CONTRACT INTERPRETATION**

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

**XXII. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part XII of this Agreement; provided; however, that DEMA shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and

contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIII. RESTRICTIONS ON LOBBYING**

Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXIV. LICENSING**

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

**XXV. NON-DISCRIMINATION**

Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVI. SECTARIAN REQUESTS**

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

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

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

**XXVIII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

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

**XXIX. INDEMNIFICATION**

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

**XXX. TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party

wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.

b) If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.

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

**XXXI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

**XXXII. COUNTERPARTS**

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

**XXXIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**XXXIV. SPECIAL CONDITIONS**

Subrecipient acknowledges that U.S. Department of Homeland Security and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

1. The copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
2. Any rights of copy right to which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

**XXXV. RECORD RETENTION**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**XXXVI. NOTICES**

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

Arizona Department of Emergency & Military Affairs  
5636 E. McDowell Rd  
Phoenix, AZ 85008

Cochise County Office of Emergency  
Services  
1415 Melody Lane Bldg G  
Bisbee, AZ 85603

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

**Programmatic Coordinator**  
Diane Fernandez  
[Diane.Fernandez@azdema.gov](mailto:Diane.Fernandez@azdema.gov)  
602-464-6268

**Grants Coordinator (Fiscal)**  
Wendy Bidon  
[Wendy.Bidon@azdema.gov](mailto:Wendy.Bidon@azdema.gov)  
602-267-2762

**XXXVII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF**  
Cochise County Office of  
Emergency Services

**FOR AND BEHALF OF**  
Arizona Department of  
Emergency & Military Affairs

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Name & Title**

**Wendy Smith-Reeve, Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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