



Cochise County Board of Supervisors

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District 3

ANN ENGLISH
Vice-Chairman
District 2

THOMAS E. BORER
Supervisor
District 1

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, May 21, 2019 at 10:00 AM

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 7, 2019.
2. Approve a contract with the Arizona State Board of Equalization for hearing officer services from May 21, 2019 through January 14, 2020.

County Sheriff

3. Approve Data Sharing Agreement Between Cochise County Sheriff's Office and Arizona Board of Regents for and on behalf of Arizona State University for a five-year term.

Finance

4. Approve demands and budget amendments for operating transfers. Pursuant to ARS 11-217(D), demands and warrants are listed as an attachment at the end of the minutes.

Information Technology

5. Approve Cochise County IT policies #1800 through #1809 that outline the acceptable use of County resources, access control guidelines, awareness and training, audit and accountability of all events and records, configuration management, allow contingency planning for all County information systems, identify and authenticate Cochise County users, protect media, assess risk, and protect the overall physical and environmental access of IT resources.

ACTION

Court Administration

6. Approve one-time Contract with Pre-venTronics for Juvenile Detention Camera Lock and Refresh, in the not to exceed amount of \$66,828.22, effective May 21, 2019.

STATE & FEDERAL LEGISLATION

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

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

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) 432-9832, FAX (520) 432-9758, TDD (520) 432-8360, 1415 Melody Lane, Building C, Bisbee, Arizona 85603.

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2019

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 May 7, 2019.

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: 05/21/2019
Board of Equalization Professional Services Contract

Submitted By: Arlethe Rios, Board of Supervisors
Department: Board of Supervisors

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

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

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

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** 42-16101

Docket Number (If applicable):

Information

Agenda Item Text:
Approve a contract with the Arizona State Board of Equalization for hearing officer services from May 21, 2019 through January 14, 2020.

Background:
In accordance with the provisions of ARS 42-16102(c) the Cochise County Board of Supervisors may contract with the state board of equalization to review and hold hearings and make decisions on petitions filed under section 42-16105.

Department's Next Steps (if approved):
Send fully executed contract to Mr. George R. Shook, Interim Chairman, Arizona State Board of Equalization.

Impact of NOT Approving/Alternatives:
The County will not be in compliance with ARS 42-16101.

To BOS Staff: Document Disposition/Follow-Up:
Mail two originals to

George R. Shook
Interim Chairman
Arizona State Board of Equalization
100 North 15th Avenue, Suite 130
Phoenix, AZ 85007

and ask for one original document in return.

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds
1:

Fund Transfers
Attachments

Contract

NOTICE OF REQUEST FOR CONTRACT

January 15, 2019

LOCATION: Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603

Offerors are strongly encouraged to carefully read the entire Request for Contract.

Designated Agency: Board of Supervisors/Board of Equalization

Material and/or Service: Hearing Officer Services

Contract Type: Firm, Fixed Price

Contract Term: Date of Award for One Year

Phone: (520) 432-9200

Contract Is Offered By: Board of Supervisors
Cochise County Board of Supervisors

INSTRUCTIONS TO OFFERORS

PREPARATION OF PROPOSAL:

All proposals shall be on the forms provided in this Request for Contract package. It is permissible to copy these forms if required. Telegraphic proposals or mailgrams will not be considered.

The Offer and Contract Award document must be submitted with an original ink signature by the person authorized to sign the offer.

Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.

In case of error in the extension of prices in the proposal, the unit price will govern.

Periods of time, stated as a number of days, shall be calendar days.

It is the responsibility of all offerors to examine the entire Request for Contract package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal.

INQUIRIES: Any question related to a Request for Contract must be directed to the person whose name appears on the front. Questions should be submitted in writing when time permits. The Board of Supervisors may require any and all questions to be submitted in writing at the County's sole discretion. Any correspondence related to a Request for Contract should refer to the appropriate Request for Contract number, page, and paragraph number.

PROSPECTIVE OFFEROR'S CONFERENCE: A prospective offeror's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Contract in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Contract or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Contract. Oral statements or instructions will not constitute an amendment to this Request for Contract.

AMENDMENT OF PROPOSAL: Receipt of a Solicitation Amendment must be acknowledged by signing and returning the document to the County.

PAYMENT: The County will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

TAXES: The State of Arizona is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption Certificates will be furnished upon request. Sales Taxes, if any, shall be indicated as a separate item. The offeror shall be responsible for all Federal and State Income Taxes. The offeror shall also be responsible for any other related taxes or expenses.

AWARD OF CONTRACT:

1. Unless the offeror states otherwise, or unless otherwise provided within the Request for Contract, the County reserves the right to award by individual line item, by a group of line items, or as a total, whichever is deemed most advantageous to the County.
2. Notwithstanding any other provision of the Request for Contract, the County expressly reserves the right to:
 - 2.1 Waive any immaterial defect or informality; or
 - 2.2 Reject any or all proposals, or portions thereof; or
 - 2.3 Reissue a Request for Proposals.
3. A response to a Request for Contract is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in the County's Request for Contracts. Contracts do not become valid until they are accepted by an authorized procurement office. A contract is formed when the procurement office provides written notice of award(s) to the successful offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Contract; unless modified by a Solicitation Amendment or a Contract Amendment signed by the authorized procurement officer.

PART ONE

INTRODUCTION AND BACKGROUND

1. Introduction

1.1 This document constitutes a Request for Contract, via competitive proposals, from qualified individuals and organizations, to provide hearing officer services to the Board of Supervisors/Board of Equalization (hereinafter referred to as the “Board”.)

1.2 For ease of use only, this document is divided into five sections; Part One is the Introduction, Part Two describes the Scope of Work, Part Three is the Special Terms and Conditions, Part Four is Special Instructions to offerors, and Part Five contains the Pricing Schedule, Exhibits and Attachments.

2. Background/Purpose

2.1 The Board of Supervisors is soliciting Requests for Contracts from persons to conduct administrative hearings on matters of alleged violations of Arizona Revised Statutes Title 42. This includes any hearings that are required pursuant to A.R.S. §42-15105, A.R.S. §42-16102, A.R.S. §42-16105, A.R.S. §42-16252, A.R.S. §42-16254 and A.R.S. §42-19052. The Board’s hearings are conducted under the Arizona Administrative Procedures Act Title 41, Chapter 6, Article 6; Adjudicative Proceedings.

2.2 The Board conducts several administrative hearings each year; each hearing day typically lasts 7.0 hours.

PART TWO

SCOPE OF WORK

1. General Requirements:

1.1 The contractor shall have the capability and requisite experience and expertise to conduct administrative hearings for the Cochise County Board of Supervisors/Board of Equalization (hereinafter referred to as the “Board”).

1.2 The contractor shall provide the services on an as-needed basis in accordance with the provisions of A.R.S. §42-16151 et seq.

2. Specific Requirements:

2.1 The contractor shall meet with the Clerk of the Board to receive and report on hearing assignments.

2.2 The contractor shall conduct prehearing conferences, rule on prehearing motions, preside over settlement negotiations or institute any other proceedings that the hearing officer thinks shall aid in the appropriate disposition of the issues prior to the hearing.

2.3 The contractor shall conduct any legal and/or factual research necessary for a legally correct, and full and fair adjudication of the issues raised during the hearing.

2.4 The contractor shall preside over the Board’s hearings when assigned. In the hearing officer’s role as presiding officer, the hearing officer shall rule on the admissibility of evidence and testimony and shall generally supervise the conduct of the hearing.

2.5 The contractor shall provide findings of fact, conclusions of law, and shall transmit the findings and conclusions to the Board in accordance with Board established formats and deadlines.

3. Board Furnished Services

3.1 The Board will provide audio recording equipment and/or tape recorder with tapes as reserve equipment for the contractor. The contractor will provide the primary resource for recording hearings and will maintain recorded hearings.

3.2 The Board will provide all necessary office supplies.

3.3 The Board will provide the hearing location.

3.4 The Board will serve all documents and Notice of Decisions on the respective parties, including the hearing officer's findings of fact and conclusion of law. The contractor will serve all Notice of Hearing on the respective parties for all appeals.

3.5 The Board shall require all necessary forms and information be submitted at the time of filing an appeal.

3.6 The Board shall forward to the contractor, by mail, all appeals received as soon as possible. If an appeal, pursuant to §42-16252 et al; §42-16254 et al; and §42-19052, is received, the offeror shall be immediately notified of such filing and a faxed or emailed copy of the appeal shall be sent to the contractor.

4. Qualifications

4.1 Individuals shall be selected on the basis of their work experience and other qualifications in at least one of the following categories:

1. Experience in at least four of the preceding eight years in property valuation, property tax appeals or appraising real property.
2. A certified general appraiser pursuant to A.R.S. §32-3612.
3. A property valuation hearing officer or member of the State Board of Equalization, or any predecessor to the Board; for at least four of the preceding eight years.
4. A member of the State Bar of Arizona with at least four years of experience in property valuation or condemnation practice.

PART THREE

SPECIAL TERMS AND CONDITIONS

1. Offer Acceptance Period: Proposals shall be irrevocable offers for 90 days after the proposal due date.
2. Term of Contract: The term of the contract shall commence upon award and shall remain in effect for a period of one year.
3. Contract Renewal: The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period.
4. Pricing:
 - 4.1. Pricing must be submitted on an all-inclusive daily basis. The County will not reimburse any item other than the all-inclusive daily rate multiplied times the number of days actually worked and those items identified in the attached pricing schedule.
 - 4.2. The County shall reimburse the contractor for all rental car expenses and/or mileage pursuant to State of Arizona Employee Travel Rules as related to contractor services.
 - 4.3. When requested by the BOS to perform work that requires overnight accommodations, the County will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State of Arizona Employee Travel Rules. The contractor shall itemize all per diem and lodging charges.
5. Estimated Usage: The contract shall be on an as needed/if needed basis. The County makes no guarantee as to the number of hours required.
6. Payment: The contractor shall submit to the County a statement of charges at the conclusion of all work. The statement shall include a record of time expended and work performed in sufficient detail to justify payment. After acceptance of all work performed, the Board shall process the claim for prompt payment in accordance with the standard operating procedures of the County.

7. Availability of Funds for the Next Fiscal Year: Funds are not presently available for performance under this contract beyond the current fiscal year. The County's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise for the performance under this contract beyond the current fiscal year until funds are made available for the performance of this contract.
8. Confidentiality of Records: The contractor shall establish and maintain procedures and controls that are acceptable to the Board for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the County. The contractor also agrees that any information pertaining to an individual person(s) shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
9. Cancellation: The County reserves the right to cancel the whole or any part of the contract due to the failure of the contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to the contractor for acting or failing to act as in any of the following:

The contractor fails to perform adequately the services required in the contract.

The contractor fails to furnish the required product within the time stipulated in the contract.

The contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that the contractor will not or cannot perform to the requirements of the contract.
10. Multiple Awards: In order to ensure adequate coverage of Board requirements, multiple awards may be made.
11. Termination: The Board reserves the right to terminate the contract at any time, for the convenience of Cochise County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the BOS become the property of Cochise County. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

12. Suspension or Debarment Status: If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The County also may exercise any other remedy available by law.

13. Suspension or Debarment Certification: By signing the offer section of the Offer and Acceptance page the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The County also may exercise any other remedy available by law.

14. Compliance with other Provisions: The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
 - 14.1 People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made 72 hours in advance.

 - 14.2 If special accommodations are required, please contact the Board of Supervisors/Board of Equalization.

PART FOUR

SPECIAL INSTRUCTIONS TO OFFERORS

1. Offeror's Contacts:
 - 1.1 All questions regarding this Request for Contract including technical specifications, contract process, etc., must be directed to the procurement specialist as indicated on the first page of this document.
 - 1.2 Offerors may not contact the employees of the using agency concerning this procurement while the contract and evaluation are in process.
2. Evaluation Criteria: Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible offeror whose contract is determined to be the most advantageous to the County based on the following criteria:
 - 2.1 Experience/Expertise
3. Contract Format: Two (2) original contracts should be submitted in the format specified in the RFC. The contracts should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFC. The County will not provide any reimbursement for the cost of developing or presenting contracts in response to this RFC. Failure to include the requested information may have a negative impact on the evaluation of the offeror's contract. The contract should include at least the following information:
 - 3.1 Experience/Expertise: This section of the contract should include the following:
 - 3.1.1 A detailed resume/narrative including, but not limited to:
 - 3.1.2 Information on the offeror's educational background.
 - 3.1.3 Information on the offeror's expertise/experience with administrative hearings.
 - 3.1.4 Any information that may reflect on the offeror's ability to perform the required services (e.g. demonstrated knowledge of Arizona Revised Statutes and agency rules.)

3.2 Price: The contractor must provide a firm, fixed all-inclusive price for all requirements set forth in this Request for Contract. All firm, fixed prices must be shown on the pricing schedule of this RFC. The pricing schedule must be completed, signed, and returned with the offeror's proposal.

4. Contractor Qualifications:

4.1 Individuals shall be selected on the basis of their work experience and other qualifications in at least one of the following categories:

4.1.1 Experience in at least four of the preceding eight years in ad valorem property valuation, property tax appeals or appraising real property.

4.1.2 A certified general appraiser pursuant to A.R.S. §32-3612.

4.1.3. A property valuation hearing officer or member of the State Board of Equalization, or any predecessor to the board; for at least four of the preceding eight years.

4.1.4. A member of the State Bar of Arizona with at least four years of experience in property valuation or condemnation practice.

4.1.5. Must possess the ability to speak and to write clearly and concisely; negotiating skills; ability to analyze facts and to apply relevant laws to facts; questioning skills (eliciting relevant information); ability to maintain order in an emotionally charged atmosphere.

4.1.6. Must be capable of rendering fair and impartial decisions and must have no conflict-of-interest in performing the duties.

5. Discussion: In accordance with A.R.S. §41-2534, after the initial receipt of contracts, discussions may be conducted with offeror(s) who submitted contracts determined to be reasonably susceptible of being selected for award.

6. Definition of Key Words Used in the RFC:

6.1 Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

6.2 Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide the requested information, the County, may, at its sole option, ask the offeror to provide the information, or, evaluate the proposal without the information.

6.3 May: Indicates something that is not mandatory but permissible.

NOTE: The Offer and Contract Award Sheet, the Pricing Schedule, and any Solicitation Amendments must be signed and returned with the offeror's proposal.

PART FIVE
PRICING SCHEDULE EXHIBITS AND ATTACHMENTS
REQUEST FOR CONTRACT

PART FIVE

PRICING SCHEDULE

1. The offeror shall provide all services required:
 - 1.1 \$300.00 (three hundred dollars) per day for Professional/Hearing Officer Services.
\$200.00 (two hundred dollars) per day for Professional Hearing Officer Services for a partial day (4 hours or less) when prorated between counties.
 - 1.2 \$200.00 (two hundred dollars) per day, minimum of 2 days, for administrative processing of appeals database, Notice of Hearings and Notice of Decisions for the appeals filed pursuant to ARS §42-16105.
 - 1.3 \$200.00 (two hundred dollars) per day, minimum of 2 days, for administrative processing of appeals database, Notice of Hearings and Notice of Decisions for the appeals filed pursuant to ARS §42-15105.
 - 1.4 Hearings regarding Personal Property, Notice of Proposed Correction and Notice of Claim may be conducted whenever possible.
2. Rental car expenses and/or mileage pursuant to State of Arizona Employee Travel Rules shall be reimbursed as related to contractor services.
3. When requested by the BOS to perform work that requires overnight accommodations, the County will reimburse the Contractor in accordance with the current rates specified in the Rules and Regulations applicable to State of Arizona Employee Travel Rules. The Contractor shall itemize all per diem and lodging charges.

AUTHORIZED SIGNATURE

DATE

George R. Shook, Interim Chairman

DATE AND DURATION

1. Contract Title: Property Valuation/Classification Hearing Officer and Services
2. Contract Period: From May 21, 2019 to January 14, 2020
3. Geographic Area Served: Cochise County Arizona
4. Scope of Work: Property Valuation/Classification Hearings
5. Reference: Contracting Office: Arizona State Board of Equalization
100 North 15th Avenue, Suite 130
City: Phoenix State: Arizona Zip: 85007
Telephone: (602) 364-1600

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. Certification:
 - 1.1. The submission of the offer did not involve collusion or other anti-competitive practices.
 - 1.2. The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §41-1461 et.seq.
 - 1.3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
 - 1.4. The bidder agrees to use only those materials and/or services as stated in and allowed for under the resultant contract(s) as County contract items.
2. Gratuities: The County may, by written notice to the contractor, cancel this contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights or remedies, to recover or withhold from the contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible State government customers shall not be prohibited by this paragraph.
3. Applicable Law: This contract shall be governed by, and the County and contractor shall have all remedies afforded each by the uniform commercial code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State Courts in the State of Arizona.
4. Legal Remedies: All Claims and controversies shall be subject to the Arizona Procurement Code §41-2611 et.al.

5. **Contract:** The contract shall be based upon the solicitation issued by the County and the offer submitted by the contractor in response to the solicitation. The offer shall substantially conform to the term, conditions, specifications and other requirements set forth within the text of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the contractor. However, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
6. **Contract Amendments:** This contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the contractor.
7. **Provisions Required by Law:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
8. **Termination by the Board of Supervisors:** The County may cancel this contract 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 contract on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Chairman of the County Board of Supervisors is received by the parties to this contract, unless the notice specifies a later time.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **Relationship of Parties:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that contractor should make arrangements to directly pay such expenses, if any.

11. Interpretation - Parol Evidence: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the State of Arizona Procurement Code is used in this contract, the definition contained in the contract shall control.
12. Assignment – Delegation: No right or interest in this contract shall be assigned by the contractor without the prior written permission of the County, and no delegation of any duty of contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County’s position within 15 days of receipt of written notice by the contractor.
13. Subcontracts: No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and regulations which are applicable to the services covered by the subcontract, as if the subcontractor were the contractor referred to herein. The contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the contractor of the County’s position within 15 days of receipt of written notice by the contractor.
14. Rights and Remedies: No provision in this document or in the vendor’s offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract, or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
15. Warranties: Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Mere receipt of the shipment of the material, service, or construction specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the contractor or the rights of the County under the foregoing warranties.
16. Indemnification: Contractor shall indemnify, defend, and save harmless the County, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description. Including any reasonable attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in

connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar such laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the County, or its employees.

17. Force Majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy, war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement.

Force Majeure shall not include the following occurrences:

- give Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute a default hereunder or rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

19. **Records:** Pursuant to provisions of title 35, Chapter 1, article 6 Arizona Revised Statutes §35-214 and §35-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, and the State Purchasing Office, the County Board of Supervisors or the State Board of Equalization or any agency doing business under this contract.
20. **Advertising:** Contractor shall not advertise or publish information concerning this contract, without the prior written consent of the County. The County shall not reasonably withhold permission.
21. **Exclusive Possession:** All services, information, computer program elements, reports and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the contractor or any other person except with prior written permission of the County.
22. **Title and Risk of Loss:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided in this contract.
23. **Payment:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provisions of Title 35 of the Arizona Revised Statutes.
24. **Licenses:** Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the contractor as applicable to this contract.
25. **Cost of Bid Preparation:** The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
26. **Public Record:** All bids submitted in response to this invitation shall become the property of the County and shall become a matter of public record available for review, subsequent to the award notification, as provided for the State of Arizona Procurement Code.

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2019

Data Sharing Agreement with Arizona State University

Submitted By: Tom Alinen, County Sheriff

Department: County Sheriff

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

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

NAME of PRESENTER: Tom Alinen **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Data Sharing Agreement Between Cochise County Sheriff's Office and Arizona Board of Regents for and on behalf of Arizona State University for a five-year term.

Background:

The Cochise County Sheriff's Office, by collaborating with Arizona State University's Center for Violence Prevention and Community Safety (CENTER), supports participation in the Centers for Disease Control and Prevention's (CDC) National Violent Death Reporting System (NVDRS). NVDRS compiles statewide comprehensive data on violent deaths by collecting information from death certificates, medical examiners, police reports, and other appropriate state, county, local, or tribal agencies. Objectives of these statewide collections is to provide comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent deaths so that preventive programs can be enacted. It enables increased scientific understanding of violent injury through research, translation of research findings into prevention strategies, and the dissemination of knowledge of violent injury and prevention to professionals and public.

Cochise County Sheriff Mark Dannels and Cochise County Chief Civil Attorney Britt Hanson have review and support this agreement.

Department's Next Steps (if approved):

If approved, please return the original agreement to Cochise County Sheriff Mark Dannels.

Impact of NOT Approving/Alternatives:

The impact will be the lost of value data that can be analyzed for developing prevention strategies for reducing violent injuries or death.

To BOS Staff: Document Disposition/Follow-Up:

If approved, please return original agreement to Sheriff Dannels.

Attachments

Data Sharing Agreement

**Data Sharing Agreement
Between
Cochise County Sheriff's Office (through the Board of Supervisors)
and
Arizona Board of Regents for and on behalf of
Arizona State University (ASU)**

1. TERM OF THE AGREEMENT:

The term of this Agreement shall become effective upon last signature below and shall remain in effect for five (5) years unless terminated, canceled or extended as otherwise provided herein.

2. TERMINATION OR AMENDMENT:

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written Amendment in order to accommodate unforeseen circumstances by the authorized representative of the respective parties.

3. CONFIDENTIALITY:

- A. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in section 12 Scope of Work without prior approval of all parties to this Agreement.
- B. Neither confidential medical information nor personally identifying information that may be exchanged through this Agreement shall be made available for any political or commercial purpose, nor shall such information be used as basis for determining eligibility for care or source of payment for care to any individual.
- C. ASU designates the following personnel (Designated Personnel) as individuals who will receive, use or disclose the Limited Data Set on its behalf:
 - All individuals identified in ASU Institutional Review Board (IRB) Protocol No. STUDY00001484, including any individuals named in authorized IRB modifications or amendments that occur during the Length of Agreement specified above.
- D. ASU will implement appropriate safeguards to prevent the use or disclosure of the Limited Data Set not otherwise permitted in this Agreement.
- E. ASU will report to Cochise County Sheriff's Office (as appropriate) any use or disclosure of the Limited Data Set not permitted by this Agreement within five (5) business days of ASU's learning of such use or disclosure.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE:

- A. All parties agree to adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules as defined in 45 CFR Parts 160, and 164 and under the HIS Circular No. 2003-02 for policy and procedures.
- B. Parties warrant that they will cooperate with the State in the course of performance of the Agreement so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its documents that are reasonably necessary to keep both parties in compliance with HIPAA, including but not limited to business associate agreements, pledge of confidentiality, HIPAA training certification or other HIPAA related compliance documents.

5. APPLICABLE LAW:

Arizona Law. Applicable law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

6. CONFLICT OF INTEREST:

Pursuant to A.R.S. 38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when ASU receives written notice of the cancellation unless the notice specifies a later time.

7. ARBITRATION:

Pursuant to A.R.S. 12-1518, disputes under this Agreement shall be resolved through the use of arbitration as follows:

- A. Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit; arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause.

8. FUNDING:

This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of understanding between the Parties concerning the sharing and use of

confidential information related to the purposes of this Agreement. Expenditures by each party are subject to that party's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective parties.

9. INSURANCE:

The Cochise County Sheriff's Office and ASU are self-insured for liability per A.R.S. 41-621.

10. BACKGROUND:

The Cochise County Sheriff's Office, by collaborating with ASU's Center for Violence Prevention and Community Safety (CENTER), supports participation in the Centers for Disease Control and Prevention's (CDC) National Violent Death Reporting System (NVDRS) in Arizona (AZ-VDRS). Recently, the NVDRS expanded to its current level of 32 participating states across the country, of which Arizona was among the 14 new states. The NVDRS compiles statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate state, county, local, or tribal agencies. Objectives of these statewide surveillance systems include providing comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent deaths so that preventive programs can be enacted. Establishment of the AZ-VDRS enables increased scientific understanding of violent injury through research, translation of research findings into prevention strategies, and the dissemination of knowledge of violent injury and prevention to professionals and the public. Data collection for the project will be sponsored by the CDC and coordinated by the research team at the CENTER.

11. PURPOSE:

This Agreement establishes the basis for the Cochise County Sheriff's Office to share with the CENTER, police report information on incidents leading to violent deaths occurring in Arizona. This data will be used for the purpose of contributing to the AZ-VDRS by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of police report data will be in accordance with the terms and conditions stated in this agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.

12. SCOPE OF WORK:

- I. Cochise County Sheriff's Office agrees to provide or continue to provide the CENTER with the following:
 - a. Confidential police report data, but only for incidents involving violent deaths, related to incident narrative, person type (victim/suspect), name address, age, sex, race, ethnicity, when and where (injury/death), additional person descriptors, wounds, associated circumstances, victim suspect relationship, history of victim abuse, suspect was victim caretaker, firearm descriptors, poison details, weapon used by/on person, person purchasing firearm, and any other available person descriptors for individuals

Cochise County Sheriff's Office in any manner whatsoever except as authorized pursuant to this Agreement, and will require that its employees and agents who have access to such information will not use, or disclose Cochise County Sheriff's Office information for three (3) years after the termination of this Agreement; except as authorized under this Agreement; provided that the CENTER's obligations hereunder shall not apply to information that was already known to receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

- i. At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by receiving party; or
- ii. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- iii. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
- iv. Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation ("ORDER"), provided, however, that the receiving party promptly notify the disclosing party in advance of such disclosure and discloses only that INFORMATION necessary to comply with said ORDER.

IV. The parties agree to:

- a. Carefully restrict use and access of information to those designated by the CENTER. Data provided by Cochise County Sheriff's Office are for the use of the AZ-VDRS only and no copies may be made of such records to provide to other individuals or entities for other purposes. If the CENTER receives a public records request for any information provided by the Cochise County Sheriff's Office, the CENTER will immediately notify the Cochise County Sheriff's Office and County Attorney's Office so that they may determine whether disclosure of such information might compromise a pending investigation, or might otherwise be protected from disclosure to third parties, and thus contest disclosure.
- b. Prohibit identifying information about a person that was supplied under the terms of this agreement from being released to anyone not working on AZ-VDRS data collection, or the development of the AZ-VDRS.
- c. Require all officers, agents and employees to keep all such shared information strictly confidential. To communicate the requirements for this section to all officers, agents and employees, to discipline all persons who may violate the requirements of this section; and to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

13. CONTACTS FOR NOTICES UNDER THIS AGREEMENT:

Notices to be sent to mailing address with courtesy copies identified below.

For ASU

Arizona State University
Office for Research and Sponsored Projects Administration
P.O. Box 876011
Tempe, AZ 85287-6011
E-mail: asu.awards@asu.edu
Phone: 480-965-9077
Fax: 480-965-2455

Copy: Charles Katz

ASU Center for Violence Prevention and Community Safety
Attn: Charles Katz, Director
411 N Central Ave., Suite 680
Phoenix, Arizona 85004
E-mail: Charles.katz@asu.edu
Phone: 602-496-1471

Copy: Aaron D. Krasnow, Ph.D.

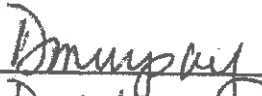
ASU HIPPA Privacy Officer
Assistant Vice President/Director ASU Counseling
E-mail: Aaron.Krasnow@asu.edu
Phone: 480-727-6884

For Cochise County Sheriff's Office


Cochise County Sheriff's Office
126 W 5th St #2
Benson, AZ 85602
Copy: Sheriff Mark Dannels
Phone: 520-432-9505

SIGNATURE APPROVALS:

**FOR ARIZONA BOARD OF REGENTS FOR AND
ON BEHALF OF ARIZONA STATE UNIVERSITY**

Signature: 
Print Name: Director, J
Date: 4-18-19

**FOR COCHISE COUNTY SHERIFF'S
OFFICE**

Signature: 
Print Name: Mark J. Dannels
Date: 05/10/19

COCHISE COUNTY BOARD OF SUPERVISORS

Signature: _____

Print Name: Peggy Judd, Chair

Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2019

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. Pursuant to ARS 11-217(D), demands and warrants are listed as an attachment at the end of the minutes.

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.

Information Technologies

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2019

Information Technology Use Policies

Submitted By: Jackie McElyea, Facilities

Department: Facilities

Presentation: No A/V Presentation Recommendation: Approve

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Cochise County IT policies #1800 through #1809 that outline the acceptable use of County resources, access control guidelines, awareness and training, audit and accountability of all events and records, configuration management, allow contingency planning for all County information systems, identify and authenticate Cochise County users, protect media, assess risk, and protect the overall physical and environmental access of IT resources.

Background:

Joe Casey, Chief Information Officer, presented policies #1800-#1809 on May 7, 2019. We now ask for the approval of this consent item.

Department's Next Steps (if approved):

If agenda item is approved, all users of Cochise County IT's resources would have policies, effective June 1, 2019, in place that overall ensure the protection of County IT's equipment, computers, and network by outlining acceptable use, determine certain access control authorizations, provide basic awareness and training for all Cochise County information system users, and allow for audit and accountability of records. Policies would allow for developing, documenting, and maintaining baseline configuration of all critical information systems, as well as develop a contingency plan for all County information systems. Policies that uniquely identify and authenticate Cochise County users would be in place, sensitive media would be protected, and possible risk would be assessed and reviewed.

Impact of NOT Approving/Alternatives:

If not approved, Cochise County Information Technology will not have policies in place that protect County IT resources.

To BOS Staff: Document Disposition/Follow-Up:

Please notify Joe Casey, Chief Information Officer, the outcome of this item.

Attachments

[Policy 1800](#)

[Policy 1801](#)

[Policy 1802](#)

[Policy 1803](#)

[Policy 1804](#)

[Policy 1805](#)

[Policy 1806](#)

[Policy 1807](#)

[Policy 1808](#)

[Policy 1809](#)



Cochise County Board of Supervisors

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Policy Title: Acceptable Use

Policy Number: 1800

Effective: June 1, 2019

Supersedes: *Computer Usage & Accountability*

Last Reviewed/Updated:

Scope/Coverage: Cochise County Employees, and any users of County IT resources

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division.

I. Responsible Network

- A. Computer and network use shall be professional and business-like. All computer usage, software utilization and electronic communications, whether sent within the County or outside the County should withstand public scrutiny without embarrassment to the County, other employees, or the public.
- B. Approved professional uses may include developing documents, cost accounting, communications with others for job related purposes using instant messaging technologies, and sharing or transferring data with other computers on the network, participation in professional associations, continuing education, scholarly publication, communications with colleagues, and subscription to distribution list servers, news groups or topical updating services related to Cochise County or a user's professional duties. Such use is subject to advance approval of the user's supervisor.

II. Routine Use

- A. Routine business uses include, but are not limited to, writing official correspondence, replying to official correspondence, scheduling meetings, request for information, the assignment of work tasks or clarification of assignments, conducting official research, notification of user's whereabouts, such as sick days or vacation requests, and the transfer of documents.
- B. Limited personal use is permitted, subject to approval of the user's supervisor and in compliance with other sections of this policy. Personal use shall require minimal expenditure of workplace time and should be used in the context of lunchtime or break time. It is the responsibility of the user to ensure that the personal usage of the computing resource does not interfere with either their job performance, or the ability of others to use the resources.



Cochise County Board of Supervisors

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III. Prohibited Uses of The Computer Resources

- A. Users may not use the PC, county network, telephones or Internet for commercial purposes or partisan political solicitations or uses that would otherwise violate County policies regarding employee time commitments or County equipment.
- B. Users may not participate in any activity that might expose the county (i.e., create or forward chain letters), it's officials or the Information Technologies Department to liability resulting from the use of the equipment, network or Internet.
- C. The County's computer systems and networks must not be used to download, upload, or otherwise handle illegal and/or unauthorized content (i.e., copyrighted material).
- D. Users shall not use the computer resources, network or Internet to intimidate or harass others, nor to interfere with the ability of others to conduct County business.
- E. Users shall clearly identify themselves in any electronic communication, and shall not construct a document, or form of communication as to appear to be from anyone other than themselves.
- F. Users may not use the computer resource, network or Internet to download software, unless they obtain prior permission from the Information Technology (IT) Department.
- G. Users may not run or install software to any IT systems without the prior approval and coordination with the IT Department.
- H. Users shall not attempt to gain unauthorized access to data, to breach or evade any security measures on the network, or to intercept any electronic communication without proper authorization from the IT Department.
- I. Users shall not knowingly take any actions to bypass or circumvent security.
- J. Users shall not use the computer resources or Internet access provided by Cochise County for connecting to, posting, viewing, or downloading pornographic, offensive, or other material that is inappropriate for the workplace or violates County equal employment opportunity or illegal discrimination and harassment policies.

IV. Computer Resource Management

- A. Appointing Authorities have the responsibility of ensuring electronic communications, information technology resources, and/or Internet access used by employees under his/her supervision are used to support activities connected with the business of Cochise County and follow policies and procedures outlined in this document and any other applicable Cochise County policies. The IT department monitors the use of all County IT systems and



Cochise County Board of Supervisors

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will provide reports to the Appointing Authority upon request. Additionally, the IT department reviews logs and will report extreme or repetitive misuse of computer resources to the responsible Appointing Authority and/or the County Administrator.

- B. All personnel will review the Information Technology Use Policy prior to receiving access to any County Information Technology systems and re-read the policy on an annual basis.
- C. All users must remain vigilant and inform the IT department of any suspicious emails or phone calls from someone trying to access their system.

V. User Accounts and Passwords

- A. All users have the responsibility to protect the County's computers, networks, and data from destruction, tampering, and unauthorized access. It is the responsibility of each user to establish appropriate passwords for their account and to change passwords periodically, to keep all passwords strictly confidential, and to prevent access by unauthorized individuals.
- B. Each user shall access the County computer resource and network with his/her own user account and will not attempt to logon to the County computer resource or network by using the user account of another individual. In the absence of said user, IT Department personnel will assist other users who need to access information secured by another users account, with the approval from the CIO and the users Appointing Authority.
- C. All passwords should be reasonably complex and difficult for unauthorized people to guess. Employees will choose passwords that are at least twelve characters long and contain a combination of three of the following categories; upper- and lower-case letters, numbers, and special characters.
 - 1. Employees must refrain from writing passwords down and keeping them at their workstations.
 - 2. Employees may never share their passwords with anyone else in the company, including co-workers, managers, administrative assistants, IT staff members, etc. Everyone who needs access to a system will be given their own unique password.
 - 3. Since compromise of a single password can have a catastrophic impact on network security, it is the user's responsibility to immediately report any suspicious activity involving his or her passwords to the IT help desk (8301). Any request for passwords over the phone or email, whether the request came from organization personnel or not, should be reported immediately.



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VI. County Access and Disclosure

- A. Information Technologies will engage in the systematic monitoring of Internet access and the amount of time spent on the Internet by users.
- B. Cochise County reserves the right to access and disclose the contents of electronic messages.

VII. Public Access and Disclosure

- A. All Electronic mail messages and files should be stored, preserved, and made retrievable according to law, policies, and procedures defining the public record status of the data. Materials in all categories can be released to the public if it is determined that the information is not exempt from disclosure.

VIII. Policy Enforcement

- A. When necessary to protect the security and integrity of the County Network, Information Technologies may disable network connections used by certain computers or users. This policy will be enforced by the CIO and/or County Administrator. Violations may result in removal of access to County information technology systems. Where illegal activities or theft of company property (physical or intellectual) are suspected, the County may report such activities to the applicable authorities.
- B. Appointed Authorities, supervisors and users are expected to cooperate with any required investigation of possible violations of this policy.
- C. When a violation of this policy is detected, the IT Department shall notify the appropriate Appointed Authority and Human Resources. The employees Appointed Authority is responsible for disciplinary action, which may include suspension, restriction of access, or more severe penalties up to and including termination of employment. The IT Department will remove access to any users that provide an unacceptable level of risk to the County network and will report to the County Administrator and Appointed Authority.

IX. Accountability of Computing Resources

- A. Each user that is assigned a mobile device (i.e., laptop computer, cell phone, tablet) will sign for their laptop and will be accountable for the security of the system when they remove it from the County complex. Laptops should not be left in the vehicle to help reduce the chances of theft. In the event of lost or stolen equipment the user needs to notify their supervisor and IT help desk immediately.



Cochise County Board of Supervisors

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Policy Title: Access Control

Policy Number: 1801

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division.

I. **Account Management (AC-2)**

- A. CCIT will identify and select types of accounts, groups and role memberships as required to support the County's mission and business functions, and when applicable, approve account managers for specific information system (IS) accounts.
- B. CCIT will authorize access to systems upon receipt of a valid System Access Request Form from department heads/elected officials or system account managers.
- C. Department heads/elected officials, system account managers or human resources will notify CCIT immediately when users are terminated or transferred, accounts are no longer required, and if individual information system usage or need-to-know changes. Department heads/elected officials will ensure an Employee Out-process Checklist is completed.
- D. County employee accounts will be verified every 2 years and non-county employee accounts will be verified annually to ensure the account is required and permissions are at the correct level for the individuals job duties.
- E. Shared accounts will be reviewed and approved by the Cochise County Chief Information Officer (CIO) and only used when a dedicated account will not be adequate to accomplish the mission.
- F. Shared account password will be changed every 90 days.

II. **Access Enforcement (AC-3)**

CCIT will use automated systems to enforce approved authorizations for logical access to information and system resources.



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III. Information Flow Enforcement (AC-4)

CCIT configures information system to enforce logical separation when needed for the flow of information within the system and between interconnected systems.

IV. Separation of Duties (AC-5)

CCIT separates and documents the county defined duties of employees by dividing mission functions from support functions. The Information system defines access authorizations to support the separation of duties, ensuring data security personnel do not also administer data audit functions.

V. 'Least Privilege (AC-6)

Cochise County employs the principle of least privilege. Meaning, only authorized access for users (or processes acting on behalf of users) necessary to accomplish assigned tasks in accordance with County mission and business functions.

VI. Unsuccessful Logon Attempts (AC-7)

Automated systems limit the number of consecutive invalid logon attempts by a user; the system automatically locks the account/node until released by an administrator or after a predefined period.

VII. System Use Notification (AC-8)

A. Information systems display to users a County defined notification message before granting access to the system. The message provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. The message states.

"You are attempting to access a Government information system; Information system usage may be monitored, recorded, and subject to public record requests and auditing; Unauthorized use of the information system is prohibited and subject to criminal and civil penalties; and Use of the information system indicates consent to monitoring and recording."

VIII. Previous Logon Notification (AC-9)

Information systems notify the user, upon successful logon to the system, of the date and time of the last logon.

IX. Session Termination (AC-12)

The information system automatically locks a user session after 15 minutes of inactivity. Any exceptions will be approved by the CIO.

X. Remote Access (AC-17)

CCIT establishes and documents usage restrictions for each type of remote access allowed.



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XI. Wireless Access and Mobile Device access (AC-18, AC-19)

Cochise County restricts access to the operational wireless connection via directory login and permits open access to the guest wireless network. The operational and guest wireless network will maintain logical separation.

XII. Use of External Information Systems (AC-20)

Cochise County will establish terms and conditions with other organizations prior to permitting external connections to county-controlled networks or information systems.



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Policy Title: Awareness and Training

Policy Number: 1802

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division.

I. Security Awareness Training (AT-2)

Cochise County provides basic security awareness training to all Cochise County information system users as part of initial training for new users. An annual refresher training is required for all employees, along with supplemental training when necessary. Individuals will have 30 calendar days to complete the training each year and will have their accounts disabled if they do not complete the training within the 30 days. The IT department may enable their account with limited access to complete the training upon request from their department director or elected official.

II. Role-Based Security Training (AT-3)

Cochise County requires personnel with administrator rights to complete advanced security training before authorizing access to administrator accounts.

III. Security Training Records (AT-4)

Cochise County will document, monitor and track individual information system security training activities.



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Policy Title: Audit and Accountability

Policy Number: 1803

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division.

I. Audit Events (AU-2)

CCIT will determine the information systems capability of auditing the required events (i.e., logon, logoff, password changes, and administrative group changes) and will document any exceptions. Information systems are configured to capture Notice level alerts and higher. If a system requires a less detailed level of audit CCIT will document the level and rationale why the auditable events are deemed to be adequate.

II. Content and Audit Records (AU-3)

Whenever possible audit records captured will include information establishing the type of event, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.

III. Audit Storage Capacity (AU-4)

CCIT will ensure that sufficient audit record storage capacity is available to maintain the audit records in accordance with applicable data retention guidelines and will not be accessible by personnel with Administrative permissions.

IV. Response to Audit Processing Failures (AU-5)

In the event of an audit processing failure, the default standard is to overwrite the older audit files but may be changed based on the criticality and capability of each system.

V. Audit Review, Analysis, and Reporting (AU-6)

CCIT will review and analyze information system audit records at least monthly for indications of inappropriate or unusual activity and report findings to the Chief Information Officer (CIO) or, if appropriate, to the County Administrator.



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Policy Title: Configuration Management

Policy Number: 1804

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division.

I. Baseline Configuration (CM-2)

CCIT develops, documents, and maintains a current baseline configuration of all critical information systems (i.e. SolarWinds for network equipment, and Automate for Servers).

II. Configuration Change Control (CM-3)

- A. CCIT determines the types of changes to the information system which are configuration-controlled, reviews proposed configuration-controlled changes and approves or disapproves such changes with explicit consideration for security impact analyses.
- B. CCIT will use an automated system when possible to document configuration change decisions associated with the information system, implement approved configuration-controlled changes, and retain records of configuration-controlled changes for one year.
- C. CCIT will audit and review activities associated with configuration-controlled changes.
- D. Roll back process will be defined and documented in each configuration change request.
- E. When time and cost permit the changes will be tested in a test environment prior to changing the operational environment.

III. Security Impact Analysis (CM-4)

CCIT will analyze changes to the information system to determine potential security impacts prior to change implementation.

IV. Access Restrictions for Change (CM-5)

CCIT defines, documents, approves, and enforces physical and logical access restrictions associated with changes to the information system.

V. Configuration Settings (CM-6)

CCIT using security configurations reflecting the most restrictive mode consistent with operational requirements establishes and documents configuration settings for information technology. Identifies,



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documents, and approves any deviations from established configuration settings based on operational requirements. Monitors and controls changes to the configuration settings in accordance with organizational policies and procedures.

VI. Least Functionality (CM-7)

CCIT configures the information system to provide only essential capabilities and where applicable, prohibits or restricts the use of functions, ports, protocols, and/or services.

VII. Information System Component Inventory (CM-8)

CCIT develops and documents an inventory of information systems within the Cochise County network enclave. CCIT will review and update the information system component inventory annually.

VIII. Configuration Management Plan. (CM-9)

CCIT develops, documents, and implements a [configuration management plan](#) for the Cochise County information systems. CCIT will be responsible for protecting the configuration management plan from unauthorized disclosure and modification.

IX. Software Usage Restriction (CM-10)

Cochise County uses software and associated documentation in accordance with contract agreements and copyright laws. CCIT tracks the use of software and associated documentation protected by quantity licenses to control copying and distribution. Any use of peer-to-peer file sharing technology must be approved by the CIO and will be documented prior to implementation.

X. User-Installed Software (CM-11)

CCIT will use automated tools to scan information systems on the county network for unauthorized software and systems will be configured to prevent non-approved software.



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Policy Title: Contingency Planning

Policy Number: 1805

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division.

I. Contingency Plan (CP-2)

CCIT develops a [contingency plan](#) for the county information systems. CCIT will review the contingency plan every three years and update the plan to address changes as needed. CCIT will communicate contingency plan changes to relevant system owners and stakeholders and will protect the contingency plan from unauthorized disclosure and modification.

II. Contingency Training (CP-3)

CCIT will provide contingency training to information system users consistent with assigned roles and responsibilities based on the contingency plan.

III. Contingency Plan Testing (CP-4)

CCIT will test the contingency plan every three years to determine the effectiveness of the plan and the organizational readiness to execute the plan. CCIT will review the contingency plan test results and initiate corrective actions as needed.

IV. Alternate Storage and Processing Site (CP-6, CP-7, CP-8)

CCIT will establish an alternate processing site, network connectivity and storage site including necessary agreements to permit the storage and retrieval of information system backup information and ensure that the alternate site provides information security safeguards equivalent to that of the primary site. CCIT will ensure equipment and supplies required to transfer and resume operations are available at the alternate site or contracts are in place to support delivery to the site within 48 hours after major outage.

V. Information System Backup (CP-9)

CCIT conducts backups of enterprise level systems and does not maintain backups of end user desktops or laptops. Backups will include security-related documentation and will protect the confidentiality, integrity, and availability of backup information at storage locations.



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Policy Title: Identification and Authentication

Policy Number: 1806

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division.

I. Identification and Authentication (IA-2, IA-3)

CCIT deploys an information system to uniquely identify and authenticate Cochise County users (or processes) before establishing a local, remote or network connection.

II. Identifier Management (IA-4)

CCIT creates unique information system usernames after receiving a valid account request form.

III. Authenticator Feedback (IA-6)

The information system obscures password information during the authentication process to protect the information from possible exploitation/use by unauthorized individuals.

IV. Identification and Authentication (non-Cochise County users) (IA-8)

The information system uniquely identifies and authenticates non-Cochise County users.

V. Adaptive Identification and Authentication (IA-10)

CCIT uses automated systems to alert IT security professionals of individuals accessing information that they do not typically access as part of their normal duties, roles, or responsibilities, accessing greater quantities of information than the individuals would routinely access, or attempting to access information from suspicious network addresses.



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Policy Title: Media Protection

Policy Number: 1807

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division

I. Media Access (MP-2)

The organization restricts access to sensitive information such as medical records, Personally Identifiably Information (PII), and Criminal Justice Information System (CJIS) data based on the legal requirements of protecting the specific category of sensitive information as defined in the [Cochise County Risk Assessment policy](#).

II. Media Marking (MP-3)

Cochise County marks information system media indicating the distribution limitations, handling caveats, and applicable security markings for any classification that is not releasable to the public.

III. Media Storage (MP-4)

Cochise County physically controls and securely stores backup tapes, and hard drives, or any other media with sensitive information within controlled areas and protects information system media until the media are destroyed or sanitized using approved equipment, techniques, and procedures.

IV. Media Sanitization (MP-6)

Cochise County sanitizes information system media prior to disposal, release out of organizational control, or release for reuse in accordance with applicable federal and organizational standards and policies.



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Policy Title: Risk Assessment

Policy Number: 1808

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division

I. Risk Assessment Policy (RA-1)

Cochise County will review and update the IT Risk Assessment policy and procedures every three years or as needed.

II. Security Categorization (RA-2)

Cochise County categorizes information and the information system in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. Cochise County Data will fall within the following

1. Restricted - Confidential information requiring the highest level of security and privacy protection. Access is only permitted as directed by the associated Data Steward or applicable authority.
2. Internal - Confidential information requiring diligent security and privacy protection. Information may be shared within the County on a need to know basis.
3. Public - Information may be published and shared freely.

III. Risk Assessment (RA-3)

Cochise County conducts an annual risk assessment, including the likelihood and magnitude of harm, from unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits.

IV. Vulnerability Scanning (RA-5)

Cochise County scans for vulnerabilities in the information system and hosted applications quarterly and when new vulnerabilities potentially affecting the system/applications are identified and reported.



Cochise County Board of Supervisors

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Policy Title: Physical and Environmental Protection

Policy Number: 1809

Effective: June 1, 2019

Supersedes:

Last Reviewed/Updated:

Scope/Coverage: All Information Technology (IT) Resources owned or operated by Cochise County

Policy Contact: IT Department

Source Document Reference: Policy reflects standards of the National Vulnerability Database (NVD). Content contains hyperlinks to NVD sources. The NVD is a product of the NIST Computer Security Division, Information Technology Laboratory and is sponsored by the Department of Homeland Security's National Cyber Security Division

I. Physical Access Authorizations (PE-2)

CCIT develops, approves and maintains a list of individuals with authorized access to IT server rooms or communication closets, and issues authorization credentials for IT facility access. CCIT reviews the access list every 12 months and removes individuals from the access list when access is no longer required.

II. Physical Access Control (PE-3)

Cochise County enforces physical access authorizations at IT server rooms through electron key card access which also creates access entry logs. Visitors are required to sign into the guest log book and will be escorted when in the IT server room. Card key access is immediately revoked when an employee is transferred or terminated.

III. Access Control for Transmission Medium (PE-4)

The CCIT controls physical access to telecommunication closets using keys, combination or key cards.

IV. Visitor Access Records (PE-8)

CCIT maintains visitor access records to the IT Server room for 1 year and reviews visitor access records quarterly.

V. Emergency Shutoff (PE-10)

Cochise County provides the capability of shutting off power to the information system or individual system components in emergency situations, and places emergency shutoff switches or devices to facilitate safe and easy access for personnel. CCIT protects emergency power shutoff capability from unauthorized activation.

VI. Emergency Power (PE-11)

CCIT provides a short-term uninterruptible power supply for equipment in the IT server room to allow time for the generator to turn on or to complete a soft shutdown in the event of a primary power loss.

Court Administration

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2019

Juvenile Detention Camera and Lock Refresh

Submitted By: Dianna Bradshaw, Court Administration

Department: Court Administration

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve one-time Contract with Pre-venTronics for Juvenile Detention Camera Lock and Refresh, in the not to exceed amount of \$66,828.22, effective May 21, 2019.

Background:

Currently, the cameras and locks within the Juvenile Detention Facility are malfunctioning causing security concerns.

Department's Next Steps (if approved):

Once Board approves item, department will secure a purchase order to move forward with the purchase of equipment and the installation before the end of the fiscal year.

Impact of NOT Approving/Alternatives:

Without Board approval, the Juvenile Detention Facility will not be able to make these necessary upgrades.

To BOS Staff: Document Disposition/Follow-Up:

Please notify Niltza Flores with Court Administration once agenda item is approved.

Attachments

- 19-07-SUP-02 - Attachment 1 - Terms and Conditions
- 19-07-SUP-02 Appendix A - Pricing
- 19-07-SUP-02 Attachment 2 - Scope of Work (CJR Final 4.24.19)
- 19-07-SUP-02 Attachment 3 - Existing Equipment Listing
- 19-07-SUP-02 Contractor Signed Addendum 1
- 19-07-SUP-02 Contractor Signed Addendum 2
- 19-07-SUP-02 Contractor Signed Proposal

19-07-SUP-02 Offer Acceptance Award Letter (CJR signed 5.9.19)

19-07-SUP-02 Price Fair and Reasonable



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

19-07-SUP-02

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

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

1.2 Payment Terms

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

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

The Contractor shall not commence any billable work or provide any material or services under this Contract until Contractor receives an executed copy of the Contract and/or Purchase Order (PO) or is otherwise directed to do so in writing by the County Procurement Office. The County will pay the Contractor within thirty (30) days of services rendered following the submission of itemized invoice(s) including the Contractor company name, phone, invoice number, email address, and mailing address prior County approval and for any services rendered. No payment shall be issued prior to receipt of service and a correct invoice. Each payment request must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed and received.

1.3 IRS W-9 Form

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

1.4 Economic Price Adjustment

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

1.5 Tax Indemnification

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

1.6 Availability of Funds for Current Fiscal Year

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

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

1.7 Availability of Funds for the Next Fiscal Year

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

1.8 Right of Offset

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

1.9 Payment by the County

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

2.0 Contract Performance

2.1 Arizona Law

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

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The CONTRACTOR is advised that taxes or social security payments shall not be withheld from a COUNTY payment issued hereunder and that CONTRACTOR should make arrangements to directly pay such expenses, if any. The COUNTY will not provide any insurance coverage to the CONTRACTOR including Workmen's Compensation coverage.

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

The Procurement Department shall establish and ensure that all documentation produced, received, and sent to any parties regarding day-to-day operations is filed and retained in accordance with the State of Arizona Department of Library, Archives and Public Records guidelines and all applicable Arizona State statutes. Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

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

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

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

2.9 Record Retention

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

2.10 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where

applicable, the State of Arizona and the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

The CONTRACTOR shall advise each sub-contractor of the COUNTY's rights, and the sub-contractor's obligations, under this Section by including a provision in each sub-contract substantially in the following form:

"The sub-contractor hereby warrants that it will at all times during the term of this CONTRACT comply with all Federal laws applicable to the sub-contractor's employees and with the requirements of A.R.S. §23-214(A). The sub-contractor further agrees that the COUNTY may inspect the sub-contractor's books and records to ensure that the sub-contractor is in compliance with these requirements. Any breach of this paragraph by the sub-contractor will be deemed to be a material breach of this CONTRACT subjecting the sub-contractor to penalties up to and including suspension or termination of this CONTRACT."

2.11 Non-Discrimination

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

2.12 Notices

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

2.13 Federal Immigration and Nationality Act

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

Any breach of the CONTRACTORS or any sub-contractor's warranty of compliance with the State and Federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this CONTRACT subjecting the CONTRACTOR to penalties up to and including suspension or termination of this CONTRACT. If the breach is by a sub-contractor, and the sub-contract is suspended or terminated as a result, the CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-contract or retain a replacement sub-CONTRACTOR, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

2.14 Advertising, Publishing and Promotion of Contract

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

2.15 Property of the County

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

2.16 Modifications

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

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

2.17 Contractor/Vendor Indemnification (Not Public Agency)

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

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

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

CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from

all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this CONTRACT, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable. COUNTY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. The liability of the CONTRACTOR under this clause shall not exceed the total sum paid on behalf of CONTRACTOR by its insurers in settlement or satisfaction of claims under CONTRACTORs available insurance coverage.

2.20 Cancellation for Conflict of Interest

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

2.21 Gratuities

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

2.22 Termination for Convenience

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

The failure of either party of this CONTRACT to take affirmative action with respect to any conduct of the other which is in violation of the terms of this CONTRACT shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct. The COUNTY reserves the right to terminate, with or without cause, in whole or any part of this CONTRACT due to failure of the CONTRACTOR to carry out any terms, promise or condition of this CONTRACT. If this CONTRACT is terminated, the COUNTY

shall be liable only for payment(s) for services rendered, materials accepted or both, prior to the effective date of any such termination.

2.23 Termination for Default

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

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

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

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

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

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

2.28 Data

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

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

2.31 Insurance

Contractor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, and/or employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County of Cochise in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his/her agents, representatives, employees and Contractor is free to purchase additional insurance as may be determined necessary.

2.31.1 MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

2.31.1.1 Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000
Annual Aggregate \$1,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

2.31.1.2 Worker's Compensation and Employers' Liability

| | | |
|-------------------------|-------------|------------|
| Workers' Compensation | Statutory | Employers' |
| Liability | | |
| Each Accident | \$1,000,000 | |
| Disease – Each Employee | \$1,000,000 | |
| Disease – Policy Limit | \$1,000,000 | |

- a. This requirement shall not apply when a Contractor is exempt under A.R.S. §23-901, AND when such Contractor executes the appropriate sole proprietor waiver form.

2.31.2 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 2.31.2.1 On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
- 2.31.2.2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 2.31.2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

2.31.3 NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County of Cochise. Within two (2) business days of receipt, Contractor must provide notice to the County of Cochise if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Cochise County Procurement Department, attention Maria G. Morales, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.

2.31.4 ACCEPTABILITY OF INSURERS: Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The County of Cochise in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.31.5 VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (valid ACORD form or equivalent approved by the County) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the County before work commences. The County's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department, attention Brandon L. Morrison, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

2.31.6 APPROVAL and MODIFICATIONS: Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with

the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

3.0 Contract Performance

3.1 Delivery

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

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

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

3.4 Facilities Inspection and Materials Testing

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

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

3.5 Subcontracts

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

3.6 Assignment - Delegation

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

3.7 Agreement Assignment

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

3.8 Risk of Loss

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

3.9 Liens

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

3.10 Quality

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

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

3.11 Fitness

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

3.12 Nonconforming Tender

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

3.13 Inspection/Testing

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

3.14 Compliance with Applicable Laws

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

3.15 Purchase Orders

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

3.16 Right to Assurance

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

3.17 Stop Work Order

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

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

3.18 Warranties

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

3.19 Licenses

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

3.20 Notice to Proceed

It is agreed that the County Procurement Director will issue the Notice to Proceed with the Work to be performed under this Agreement within twenty (20) consecutive calendar days, or some other mutually agreed upon time period, after the date of the County's Purchase Order for this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

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

3.21 Guarantee

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

4.0 Legal

4.1 Force Majeure

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

Force Majeure shall not include the following occurrences:

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

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

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

4.2 Antitrust Violations

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

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

4.3 Non-exclusive Remedies

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

4.4 Suspension or Debarment

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

4.5 Claims and Disputes

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

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

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

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

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

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

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

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

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

The Procurement Director shall have sixty (60) days from receipt of a written objection by the Contractor to the County Contract Representative's final decision, or such longer period as the parties may stipulate in

writing, to review the matter and issue a response in accordance with Section 15 of the Cochise County Procurement Code. During such period, the Procurement Director may require such additional documentation or testimony as deemed necessary to support his/her response.

4.6 Arbitration

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

4.7 Boycott of Israel

In accordance with A.R.S. §35-393.01, Contractor/Consultant certifies that the Contractor/Consultant is currently not engaged in, and for the duration of any proceeding contract agrees not to engage in, a boycott of Israel.

Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

4.8 Non-Collusion

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

4.9 Protests and Appeals

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

4.10 Contract

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

4.11 Legal Remedies

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

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the CONTRACTOR. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the CONTRACTOR shall be entitled to an extension of time, but not costs.

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

This CONTRACT shall be governed by, and the COUNTY and CONTRACTOR or shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this CONTRACT or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this CONTRACT, and suits pertaining to this CONTRACT shall be brought only in Federal or State Courts in the State of Arizona. This provision does not supersede or invalidate the arbitration requirement.

4.12 Rights and Remedies

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



**COCHISE COUNTY
PROCUREMENT DEPARTMENT**

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

**19-07-SUP-02
Appendix A - Pricing**

Date of Pricing Doc: 05/08/2019
Vendor Firm Name: Circuit-Tron Corporation DBA PREVENTRONICS
Authorized POC: Spencer Bledsoe
Vendor POC Phone: 520-500-6005
Vendor POC Email: sbledsoe@preventronics.com

Vendor agrees to furnish the following materials and/or services according to the following pricing schedule:

| Line Item | Part Number (If Applicable) | Description | Unit of Measure | Price |
|-----------|-----------------------------|--|-----------------|-------------|
| 01 | | Completely Functional Camera System Update | LT | \$ 45244.50 |
| 02 | | Completely Functional Lock System Update | LT | \$ 9,750.00 |


Freight: \$ 275.00
Estimated Taxes: \$ 1,913.52
Tax Rate: 8.7 %

Required Delivery By: 30 June 2019

The Vendor agrees to hold pricing valid for 45 days from the date of the document unless otherwise annotated. Additionally, if no other payment terms are specified, it is agreed that Net 30 payment terms apply.

Valid for: 30 days
Payment Terms: Net 30 days
Discounted Terms: none

As an authorized agent of the Firm, the below signatory official has authority to contractually bind the Vendor as proposed throughout this Appendix.

Authorized Signature: 
Proposal 8255



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

19-07-SUP-02

Attachment 2 – Scope of Work

In accordance with 19-07-SUP-02, the Contractor shall provide all labor, materials, transportation and expertise required to complete camera and lock refresh within the Juvenile Detention Center, located at 100 Colonia De Salud, Suite 200, Sierra Vista, Arizona 85635 (“Facility”), to the satisfaction of the County. The Contractor shall complete the following tasks, no later than June 30, 2019, and installation of all materials shall be completed no later than 30 days after receipt of goods:


Task 1 – Replace existing analog camera system with commercial-grade Internet Protocol (“IP”) camera system within the Facility to the satisfaction of the County. This system shall include, at a minimum, the following:

- 46 vandal resistant IP cameras with at least 2MP (1080P) resolution;
 - 24 interior cameras (24 shall be domed)
 - 16 exterior cameras (14 shall be wall mounted)
 - 6 new cameras located in the visitation and laundry rooms and multiple hallways;
 - 2 locations will be moved from their current location, approximately 20 feet, for better visibility;
- Network Video Recorder(s) (NVR) to service all newly installed cameras;
- Install CAT-6 plenum wiring for cameras; and
- Any incidental hook-ups, connections, etc. that may be necessary for the cameras to be mounted to the wall or communicate over the network.

No Pan Tilt and Zoom (“PTZ”) or low-light cameras are required for this project but may be accepted by the County as an option, per Appendix A – Offer Cover Letter.

Task 2 – Replace existing locking mechanisms throughout the Facility to the satisfaction and as outlined by the County. Further clarification to this Task will be available after the site visit is conducted.

| CAMERAS | LOCATIONS | LOCK(S) |
|--------------|-----------------------------|--------------|
| 1 | Visitation Room 1 | 1 |
| 1 | Corridor | 1 |
| 2 | Staff Entrance | 2 |
| 2 | Hallway | 2 |
| 2 | Vehiclor Sallyport Interior | 2 |
| 2 | Vehiclor Sallyport Exterior | 2 |
| 1 | Sallyport | 1 |
| 2 | Release Lobby | 2 |
| 2 | `Secure Outdoor rec | 2 |
| 3 | Intake Hall | 3 |
| 2 | Dayroom Dragoon | 2 |
| 2 | Dayroom Chiricahua | 2 |
| 1 | Indoor Rec Interior | 1 |
| 1 | Dragoon Pantry | 1 |
| 1 | East Classroom Saguaro | 1 |
| 2 | Dayroom Huachuca | 2 |
| 2 | Dayroom Whetstone | 2 |
| 1 | Huachuca Pantry | 1 |
| 1 | Indoor Rec Interior | 1 |
| 1 | Indoor Rec Exterior | 1 |
| 1 | Kitchen Interior | 1 |
| 2 | Kitchen Exteroir | 2 |
| 1 | West Classroom | 1 |
| 4 | Court Room/Court Lobby | 4 |
| TOTAL | | TOTAL |
| 40 | | 40 |

| | | |
|---|--------------------------------------|--|
|  | Request for Proposal (RFP) | COCHISE COUNTY PROCUREMENT DEPARTMENT 1415 Melody Lane, Building C, Bisbee, AZ 85603 Phone: (520) 432-8390 Fax: (520) 432-8397 |
| | 19-07-SUP-02 | |
| | Addendum 1 | |
| | Issued: 4/24/2019 at 10:11 AM | |

The referenced document is amended as follows:

1. Edit RFP 19-07-SUP-02 Attachment 2 – Scope of Work, page 1, Task 1 as follows:
 - a. FROM:

Task 1 – Replace existing analog camera system with commercial-grade Internet Protocol (“IP”) camera system within the Facility to the satisfaction of the County. This system shall include, at a minimum, the following:

 - 46 vandal resistant IP cameras with at least 2MP (1080P) resolution;
 - 24 interior cameras (24 shall be domed)
 - 16 exterior cameras (14 shall be wall mounted)
 - 6 new cameras located in the visitation and laundry rooms and multiple hallways;
 - 2 locations will be moved from their current location, approximately 20 feet, for better visibility;
 - b. TO:

Task 1 – Replace existing analog camera system with commercial-grade Internet Protocol (“IP”) camera system within the Facility to the satisfaction of the County. This system shall include

 - 16 to 46 vandal resistant IP cameras with at least 2MP (1080P) resolution. Further clarification to this Task will be available after the site visit is conducted.;

---NO OTHER CHANGES---

The vendor is required to sign their acknowledgement and understanding of the change to the solicitation on page 2 and as outlined within this document and must submit along with the original RFP in order to be considered responsive and remain within the competitive pool for this solicitation.

The solicitation documents have hereby been revised to reflect the change made by this addendum. All other terms and conditions remain unchanged.

Signed,

Nicole Diaz

Nicole Diaz
Buyer


VENDOR ACKNOWLEDGEMENT:

Vendor hereby acknowledges receipt and understanding of above addendum and all changes to the solicitation and its attachments and/or appendices, as outlined above.

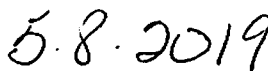
VENDOR



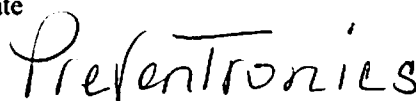
Signature




Printed Name



Date



Firm

| | | |
|---|-----------------------------------|--|
|  | Request for Proposal (RFP) | COCHISE COUNTY PROCUREMENT DEPARTMENT 1415 Melody Lane, Building C, Bisbee, AZ 85603 Phone: (520) 432-8390 Fax: (520) 432-8397 |
| | 19-07-SUP-02 | |
| | Addendum 2 | |
| | Issued: May 2, 2019 | |

The vendor is required to annotate and sign their acknowledgement and understanding of the change(s) to the solicitation, as outlined within this document. The offeror must submit this addendum along with the original requested solicitation, and any other required documents in accordance with the solicitation page, in order to be considered responsive and remain within the competitive pool for this solicitation.

The referenced solicitation document(s) will hereby be considered amended, as follows:

1. Make changes throughout the Scope of Work (SOW), as attached.
2. Add attachment to the solicitation:
 - a. Attachment 3 – Existing Equipment Listing.

---NO OTHER CHANGES---

All other terms and conditions within the requirement remain unchanged. The deadline for this solicitation WILL NOT be extended.

Signed,

Nicole Diaz

Nicole Diaz
Buyer

Vendor hereby acknowledges receipt and understanding of above changes to the solicitation.

VENDOR

S. Bledsoe

Signature

Spencer Bledsoe

Printed Name

5.08.2019

Date

He Jentronics

Company

Attachments:

19-07-SUP-02 Attachment 2 – Scope of Work - Revision 2 to Addendum 2

19-07-SUP-02 Attachment 3 – Existing Equipment Listing

Request for Proposal (RFP)

19-07-SUP-02

Submission Deadline

WEDNESDAY, MAY 8TH, 2019

4:00 PM Local Time

Prepared by Cochise County

Procurement Department



On behalf of the Cochise County

Superior Court

For Juvenile Detention Center Camera and Lock Refresh

Contents

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8.0 EVALUATION CRITERIA 6

9.0 SELECTION PROCEDURES 6

10.0 ATTACHMENTS..... 6

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1.0 INTENT

Cochise County ("County") issues this Request for Proposal ("RFP") to obtain competitive vendor pricing in the open market for the completion of Juvenile Detention Center Camera and Lock Refresh services, in compliance with A.R.S. §41-2534 concerning competitive sealed proposals (bidding). This solicitation may result in an award to a single vendor, however, the County reserves the right to award to multiple vendors, if determined to be in the best interest of the County.

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

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

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

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

Nicole Diaz
Buyer
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
Office: (520) 432-8392
Fax: (520) 432-8397
NDiaz@cochise.az.gov

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

2.0 SCOPE OF WORK

The Contractor shall provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the required work outlined within Attachment 2 – Scope of Work to the County’s satisfaction.

3.0 PURPOSE

The County, through this solicitation, requests that vendors submit proposals for the work to be completed in section 2.0 - Scope of Work. The County is not required to make an award based on any information contained within this solicitation. However, the County does anticipate that it will award to the most responsive and responsible firm that best meets the County’s needs. The evaluation criteria will be based on “Best Value”, and these criteria may, but will not be limited to, pricing and other relevant factors as outlined within section 8.0 – Evaluation Criteria.

4.0 APPROVAL

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

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

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

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

5.1.1 Proposals shall include the following information:

- A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;
 - i. The Vendor shall additionally include a breakdown, uploaded to Bonfire using their letterhead, in the form of a proposal, of all pricing data to show per item and labor hours required to complete the entire project for both tasks;
- B. Technical Ability – A summary which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work.
- C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years)

that will outline the vendors previous experience in performance of related work; and

D. Sub-Contractor Listing - A list of qualified sub-contractors your firm intends to use, if any, as well as a list of qualifications for those firms, if applicable.

6.0 SUBMISSION INSTRUCTIONS

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

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

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

<https://cochise.bonfirehub.com/portal/?tab=openOpportunities%20>

6.3 Faxed and hard copy submissions will not be accepted.

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

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

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

6.7 The County reserves the right to open negotiations with all vendors which have been evaluated as most advantageous to the County's requirements. Additionally, the County reserves the right to clarify errors or omissions in order to gain further information, or correct minor ambiguities within the offer.

7.0 FEDERAL REGULATORY REQUIREMENTS

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

8.0 EVALUATION CRITERIA

The County will use the following evaluation criteria to determine whether a firm can meet the County's needs. An evaluation committee will score each firm. The Evaluation Committee will be composed of the Procurement Department, Superior Court, Juvenile Detention Department and the Information Technology Department. The maximum possible score is 100. Scoring will be broken down according to the importance of the criteria, and by own scoring weights, as assigned below.

- Technical Evaluation in accordance with attached Scope of Work (total of 50 possible points)
 - Technical ability to perform the required elements of Scope of Work (30 points)
 - Past performance within last 5-years (20 points)
- Price Evaluation (Total of 50 possible points)
 - Ensure a breakdown of all proposed items down to the per unit cost is provided on a proposal sheet provided with a company letterhead

9.0 SELECTION PROCEDURES

Responsive submissions will be reviewed only on a firm's ability to meet the minimum requirements outlined in section 2.0 – Scope of Work and any relevant attachments, and weighing the information provided by the vendor as outlined in Section 5.0 – Preparation of Response – Required Content, against Section 8.0 – Evaluation Criteria. The Evaluation Committee will select those vendors who score above 80 points on the evaluation of their proposal, in order to open negotiations. Vendors who score less than 80 total points, but above 50 may still be considered for award, upon written determination of the Procurement Department. Vendors scoring less than 50 points will not be considered and will be deemed as unqualified for award.

The County reserves the right to reject any or all submissions, to waive minor irregularities in said submissions, or to negotiate minor deviations with the successful firm. Any submissions which are not submitted by the date and time specified within this RFP will be considered late. Late proposals may be used by the County, if the Evaluation Committee determines, in writing, accepting the late technical proposal will be in the best interest of the County.

10.0 ATTACHMENTS

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

- Attachment 1 – Terms and Conditions
- Attachment 2 – Scope of Work
- Appendix A – Vendor Submission Form

11.0 AUTHORITY

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

VENDOR

SBledsoe

Signature

5.08.2019

Date

Spencer Bledsoe

Printed Name

TreVentronics

Firm Name



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

19-07-SUP-02

Offer Acceptance Award Letter

This contract (“CONTRACT”) is made and entered into this 21st day of May 2019, by and between COCHISE COUNTY (“COUNTY”), and Pre-venTronics (“CONTRACTOR”).

In accordance with RFP 19-07-SUP-02, the COUNTY hereby awards a single CONTRACT to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order (“PO”) as approved by the Cochise County Procurement Department.

The CONTRACTOR shall not commence any billable work or provide any material or services under this CONTRACT until CONTRACTOR receives an executed copy of the CONTRACT and/or PO or is otherwise directed to do so in writing by the COUNTY Procurement Office. The COUNTY will pay the CONTRACTOR within thirty (30) days of services rendered following the submission of itemized invoice(s) including the CONTRACTOR company name, phone, invoice number, email address, and mailing address prior COUNTY approval and for any services rendered. No payment shall be issued prior to receipt of service and a correct invoice. Each payment request must bear written certification by an authorized COUNTY representative confirming the services for which payment is requested have been performed and received.

CONTRACTOR:

Pre-venTronics
Spencer Bledsoe
Project Manager
1635 S. Alvernon Way
Tucson, AZ 85711
(520) 790-4960
sbledsoe@preventronics.com

AUTHORIZED ORDERING OFFICIAL:

James Blount
Director
Cochise County Juvenile Detention
100 Colonia de Salud Ste. 201
Sierra Vista, AZ 85635
(520) 803-3006
jblount@courts.az.gov

Niltza Flores
Court Division Director
Cochise County Superior Court
Court Administration
100 Quality Hill
Bisbee, AZ 85603
(520) 432-8504
nflores@cochise.az.gov

COUNTY PROCUREMENT:

Nicole Diaz
Buyer
1415 Melody Lane Building C
Bisbee, AZ 85603
(520) 432-8392
ndiaz@cochise.az.gov

ACCEPTANCE OF OFFER:

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

This CONTRACT is for: Juvenile Detention Camera and Lock Refresh, with a not to exceed amount of \$66,828.22.

This CONTRACT shall henceforth be referenced as CONTRACT 19-07-SUP-02. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this CONTRACT until the CONTRACTOR receives an executed PO or Notice to Proceed.

Awarded this 21st day of May 2019.

BOARD OF SUPERVISORS:

Peggy Judd
Chair

Date

ATTEST:

Arlethe G. Rios
Clerk of the Board

Date

APPROVED AS TO FORM:

Christine J. Roberts

Christine Roberts
Civil Deputy County Attorney

May 9, 2019

Date



Cochise County Procurement Department

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

May 9, 2019

From: Nicole Diaz, Buyer

Subject: Price Fair and Reasonable Analysis for 19-07-SUP-02

1. In accordance with Cochise County Procurement Policy, Section 8.1.1.4, the subject solicitation has been determined to be fair and reasonable given the following information. Pre-venTronics has proposed an overall amount of \$66,828.22 for the upgrade of 40 cameras (from analog to internet protocol (IP)) with 6 additional cameras and replacement of 40 low-voltage magnetic locks. The following table shows a breakdown of that pricing with comparison to pricing found during market research:

| Item | QTY | Proposed Unit Price | Market Research | Variance |
|--|--------|---------------------|-----------------|--------------------|
| ICIP-D4001IR-I Cameras | 46 EA | \$298.50 | \$398.00 | -\$99.50 (-25%) |
| AVR-8085-30TB Network Video Recorder (NVR) | 1 EA | \$3,748.50 | \$4,998.00 | -\$1,249.50 (-25%) |
| PWR-POE-24 Power Over Ethernet (POE) Switch | 2 EA | \$937.50 | \$1,298.00 | -\$360.50 (-27.8%) |
| MNT-Wall Wall Mount | 20 EA | \$30.00 | \$29.90 | \$0.10 (0.3%) |
| Two-Man Rate Labor | 220 EA | \$150.00 | \$150.00 | \$0.00 (0%) |

2. According to the above table, the Manufacturer (IC Real LLC) was contacted via phone and the Manufacturer's Suggested Retail Price (MSRP) had significantly higher (~25%) pricing variance for all major equipment items (i.e. cameras, NVR, POE switches, etc.), therefore, Pre-venTronics (Vendor) pricing for these items has been determined to be fair and reasonable. A slight variance at a higher rate (\$0.10, or 0.3%) per camera for the wall mount has been found to be acceptable due to the miniscule variance. Finally, the labor has been found to be fair and reasonable as it is the same labor rate that has been proposed and awarded on a competed contract (19-22-ITD-01), where 3 proposals were received from different vendors, for labor of the same nature.

3. Due to the information above, the proposed pricing of \$66,828.22 has been determined to be fair and reasonable based upon market research conducted. For any questions regarding this document, please contact the undersigned by phone at (520) 432-8392 or by email at ndiaz@cochise.az.gov.

Signed,

Nicole Diaz

Nicole Diaz
Buyer

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2019

State and Federal Legislation Discussion

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: **# of ORIGINALS**
Submitted for Signature:

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

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

Information

Agenda Item Text:

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Agenda5.17.19



County Supervisors ASSOCIATION of arizona

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE
AGENDA
May 17, 2019
(Conducted Via Teleconference and Webinar)
Teleconference 1-720-707-2699
[Web Link](#)
County Supervisors Association
1905 W. Washington St.
Phoenix, AZ**

9:00 a.m. Call to Order ~ *Chairman*

- A) Approval of the Minutes of the May 10, 2019, Legislative Policy Committee Meeting
(previously distributed)
- B) CSA Legislative Agenda
 - 1) CSA Legislative Budget Priorities
 - a) [SB 1140 county contributions; committed youth; repeal.](#) (Leach)
 - b) [SB 1293 approp: EORP contributions; counties](#) (Gowan)
 - 2) Taxation of Online Remote Purchases
 - 3) S/E [HB 2467 committee; west basin water users](#) (Cobb)
- C) Other Legislative Issues
- D) Next Meeting Date and Time (*Thursday, May 23, at 10:00 a.m.*) **PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING**
- E) Other Business
- F) Adjourn

PLEASE POST NO LATER THAN 9:00 A.M., THURSDAY, MAY 16, 2019

Attendance may occur by teleconference or videoconference

CSA Bills

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|---|---|----------------------------------|---|--------------------|--|--------------------------------------|---|--------------------|
| SB1140 | county contributions; committed youth; repeal. 1st Read: 01/22 APPROP 01/29 - DP 9-0-0-0-0-0 RULES 02/04 - PFC | CON CAL - 02/04 Object: No | 2nd Read: 01/23 02/07 - PASSED 30-0-0-0-0-0 | | 1st Read: 02/26 APPROP 03/06 - DP 10-0-0-0-1-0 RULES None | | 2nd Read: 02/27 | SPONSORS: LEACH |
| Rep Caucus: 02/05 Dem Caucus: 02/05 | | | | | | | | |
| Comments: Seeks to eliminate the Arizona Department of Juvenile Corrections (ADJC) cost shift to counties which funds 25 percent of the cost of ADJC. | | | | | | | | |
| SB1293 | appropriations; EORP contributions; counties. 1st Read: 01/30 APPROP 02/12 - DP 9-0-0-0-0-0 RULES 02/18 - PFC | CON CAL - 02/18 Object: No | 2nd Read: 01/31 02/21 - PASSED 28-2-0-0-0-0 | | 1st Read: 03/12 GOV 03/21 - DP 7-1-0-0-3-0 APPROP 04/03 - DP 11-0-0-0-0-0 RULES None | | 2nd Read: 03/13 | SPONSORS: GOWAN |
| Rep Caucus: 02/19 Dem Caucus: 02/19 | | | | | | | | |
| Comments: Comments: Provides permanent relief of \$3 million dollars to counties with a population of less than 350,000. | | | | | | | | |
| HB2467 | west basin water users; committee NOW: committees; west basin water users 1st Read: 03/12 WAG 03/21 - DP 5-0-2-0-0-0 RULES 03/25 - PFC | 05/01 - DP | 2nd Read: 03/13 | | 1st Read: 02/04 NREW 02/19 - DPA/SE 12-0-0-0-1-0 RULES 03/04 - C&P 7-0-0-0-1-0 | 03/06 - RET ON CAL 03/07 - DPA | 2nd Read: 02/05 03/11 - PASSED 53-7-0-0-0-0 | SPONSORS: COBB |
| Rep Caucus: 03/26 Dem Caucus: 03/26 | | | | | Maj Caucus: 03/05 Min Caucus: 03/05 | | | |
| Comments: Allows for the implementation of local stakeholder processes regarding groundwater issues in La Paz and Mohave Counties. | | | | | | | | |

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|---|---|-------------|---|--------------------|---|------------|--|--------------------|
| SB1084 | funeral; last illness; expenses; lien 1st Read: 01/17 JUD 01/31 - DPA 5-0-2-0-0-0 RULES 02/04 - PFC Rep Caucus: 02/05 Dem Caucus: 02/05 | 02/06 - DPA | 2nd Read: 01/22 02/07 - PASSED 30-0-0-0-0-0 | | 1st Read: 03/04 JUD 03/27 - DP 10-0-0-0-0-0 RULES 04/01 - C&P 8-0-0-0-0-0 Maj Caucus: 04/02 Min Caucus: 04/02 | 04/04 - DP | 2nd Read: 03/05 05/01 - PASSED 36-22-2-0-0-0 | SPONSORS: BORRELLI |
| Comments: Allows counties to follow a more cost effective path to be reimbursed for burying individuals if the decedent had real personal property. | | | | | | | | |
| Transmitted to Governor: 05/02 Signed: 05/08 Chapter: 193 | | | | | | | | |

LPC Bills for Consideration May 17, 2019 – N/A

Ongoing LPC List (Active)

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|---|------------|------------------|--------------------|---|-------------|---|---------------------------------|
| HB2047 | HURF distribution; cities, towns, counties 1st Read: 03/12 APPROP 03/19 - DP 8-0-1-0-0-0 RULES None | | 2nd Read: 03/13 | | 1st Read: 02/12 APPROP 02/20 - DP 9-1-0-0-1-0 RULES 03/04 - C&P 7-0-0-0-1-0 Maj Caucus: 03/05 Min Caucus: 03/05 | 03/07 - DPA | 2nd Read: 02/13 03/11 - PASSED 60-0-0-0-0-0 | SPONSORS: COOK, CAMPBELL, et al |

Comments: 3/15: Staff explained a floor amendment had been adopted that removed the way monies were originally distributed in the bill and instead appropriates \$60 million to ADOT in FY 2020 for street and highway projects, to be divided between counties and municipalities. Staff reminded Supervisors to consider changing their individual position on the Request to Speak system to reflect the changes.

1/17 Staff explained the bill does not add any revenues to statewide transportation but redistributed revenue from urban to rural areas. The Board noted that taking away funds from another county hurts us and is a distraction from the additional investment needed in transportation. The Board moved to OPPOSE the bill.

Summary as amended by House COW:

Appropriates \$60 million in FY 2020 from the GF to ADOT for street or highway projects, to be allocated as follows:

-\$30 Million to counties, with each county to receive \$1.5 Million and the remaining monies to be apportioned based on population.

-\$30 Million to cities and towns, with each city or town to receive \$150,000 and the remaining monies to be apportioned based on population.

Comments: The bill originally required \$18 Million to be swept off the top of HURF in FY 2021 and redistributed to counties, cities and towns that were below a specified population threshold.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2131 | state agencies; citizen portal; access | | | | | | | SPONSORS: THORPE |
| | 1st Read: 02/28 | | 2nd Read: 03/04 | | 1st Read: 01/28 | | 2nd Read: 01/29 | |
| | GOV 03/18 - DPA 4-3-0-0-0-0 | | | | TECH 02/06 - DP 5-1-0-0-1-0 | 02/26 - DP | 02/26 - PASSED | |
| | RULES 04/08 - PFC | | | | RULES 02/20 - C&P 5-1-0-0-2-0 | | 33-26-1-0-0-0 | |
| | Rep Caucus: 04/16 Dem Caucus: 04/16 | | | | Maj Caucus: 02/25 Min Caucus: 02/25 | | | |

Comments: 2/8: Staff noted the lack of clarity on what information would need to be online and potential cost associated implementation. A meeting has been scheduled with the sponsor to work through some of the concerns. The LPC did not take a position on the bill. Update: Staff was able to get an amendment to confirm counties were removed from the requirement.

Summary: Requires each "state agency" (including political subdivisions) that collects personal information from any person is required to establish a citizen portal, which must be a secure online website that allows a person to access the person's personal information that the state agency collects and to correct any error in the person's personal information.

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| HB2146 | contracts; licensure requirements; waiver; applicability | | | | | | | SPONSORS: RIVERO |
| | 1st Read: 03/07 | | 2nd Read: 03/11 | | 1st Read: 01/28 | | 2nd Read: 01/29 | |
| | JUD 03/21 - DP 4-3-0-0-0-0 | | | | COM 02/12 - DPA 5-4-0-0-0-0 | 02/26 - DPA | 02/26 - PASSED | |
| | RULES 05/06 - HELD | | | | RA 02/18 - DPA 4-3-0-0-0-0 | | 32-28-0-0-0-0 | |
| | | | | | RULES 02/20 - C&P 5-1-0-0-2-0 | | | |
| | | | | | Maj Caucus: 02/25 Min Caucus: 02/25 | | | |

Comments: 2/1: Staff noted that the concerns addressed last year related to its constitutionality and consumer protections have not been addressed in this year's bill. Last year Laws 2018, Chapter 44 created a regulatory sandbox for financial products that exempted regulations, but have consumer protections. The LPC voted to OPPOSE the bill.

Summary: This is similar to HB 2490 that this body opposed. It allows for a contract between two or more private parties, the parties are authorized to agree to waive any state, county or municipal laws relating to license, certification, registration or other authorization. The contract must be delivered primarily electronically, may not exceed \$6,000 per contract or more than \$250,000 between two parties within a year. With some exceptions for health professions and any regulated practice of law.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|---|------------|------------------|--------------------|--|------------|---|--------------------|
| HB2190 | CORP; accidental disability; definition 1st Read: 03/28 APPROP 04/02 - DPA 8-1-0-0-0-0 RULES None | | 2nd Read: 04/01 | | 1st Read: 01/24 PS 01/30 - DP 7-0-0-0-0-0 GOV 02/07 - DP 10-1-0-0-0-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26 | | 2nd Read: 01/28 03/07 - DP 03/27 - PASSED 58-2-0-0-0-0 | SPONSORS: PAYNE |

Comments: 4/5: Staff explained a significant improvement was made with the adoption of an amendment in Appropriations that removed the language making an employee eligible for accidental disability if a new job offer from the employer doesn't come with equivalent pay and benefits. Staff noted there are still concerns and will continue to raise these concerns with the Legislators. 3/8: Staff explained there had been serious concerns raised by the counties on this bill. Staff also explained that, after conversations with the sponsor, the bill had been held for some time, but is now moving forward again. The LPC voted to OPPOSE the bill. 1/25: Staff explained the bill, noting there will be additional stakeholder conversations next week and would recommend bringing the issue back for discussion at another meeting. The LPC did not take action on the bill.

Summary: Removes the requirement that to qualify for accidental disability under CORP, the accident must have been caused by physical contact or a confrontational situation with an inmate, prisoner or parolee or a job-related motor vehicle accident while on official business. Qualifies an individual for accidental disability benefits if it is determined that the accident permanently prevents an employee from performing a reasonable range of duties with equivalent pay and benefits within the employee's department.

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| HB2241 | JLAC; political subdivisions; investigation 1st Read: 03/04 GOV 03/18 - DP 4-3-0-0-0-0 RULES 03/25 - PFC Rep Caucus: 03/26 Dem Caucus: 03/26 | 04/17 - DP | 2nd Read: 03/05 05/06 - PASSED 17-12-1-0-0-0 | | 1st Read: 01/28 GOV 02/21 - DP 6-4-0-1-0-0 RULES 02/25 - C&P 5-3-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26 | 02/27 - DPA | 2nd Read: 01/29 02/28 - PASSED 31-29-0-0-0-0 | SPONSORS: KERN |
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Comments: 3/8: Staff explained the stakeholders had all come together and agreed upon amendment language that would remove any potential withholding of county state shared revenues. The bill now allows the Attorney General to utilize the courts to bring a county back into compliance with the uniform expenditure reporting system. The LPC voted to take a NEUTRAL position on the bill.

1/25: Staff explained that the bill would allow the Auditor General to request that JLAC direct the Attorney General to investigate a county, city, or town that is not in compliance with the Uniform Expenditure Reporting System. Additionally, if a political subdivision is found to be not in compliance and does not become compliant within 30 days, the Attorney General is authorized to direct the State Treasurer to withhold and redistribute the political subdivision's state shared revenues. The LPC moved to OPPOSE the bill.

Summary as amended in House COW: Requires political subdivisions to comply with the uniform expenditure reporting systems instructions and forms prescribed by the Auditor General. Allows the Auditor General to notify the Joint Legislative Audit Committee (JLAC) and the Attorney General (AG) of noncompliance. Allows the AG to file a petition for special action in any court to compel a political subdivision to comply with the reporting system. Allows the AG to apply for injunctive relief in any court to force the political subdivision from violating this requirement.

Transmitted to Governor: 05/07 Signed: 05/13 Chapter: 209

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|---|------------|------------------|--------------------|---|------------|---|--------------------|
| HB2275 | TPT exemption; crop production tools 1st Read: 02/27 FIN 03/13 - DPA 5-4-1-0-0-0 RULES None | | 2nd Read: 02/28 | | 1st Read: 01/28 LAG 02/07 - DP 5-2-0-0-0-0 WM 02/13 - DP 6-4-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19 | | SPONSORS: DUNN, COBB, et al 2nd Read: 01/29 02/25 - DP 02/25 - PASSED 32-28-0-0-0-0 | |

Comments: 2/8: The staff explained that this bill was for information purposes only and that the bill expanded the TPT exemption for propagative materials. The LPC took no action on this item.

Summary: The exemption from the retail classification of transaction privilege taxes and use taxes for "propagative materials" is modified to include: seeds, seedlings, roots, bulbs, cuttings, soil and plant additives, fertilizers, insecticides, herbicides, fungicides, soil fumigants, plant nutrients, plant growth regulators, and more. Is only applicable when sold to individuals that use the items to commercially produce agricultural, horticultural, viticultural or floricultural crops in Arizona. Applies retroactively to taxable periods beginning July 1, 2019. Does not authorize and refund of taxes paid before the effective date of this legislation.

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| HB2453 | land use plans; contents; aggregates 1st Read: 03/05 NRE 03/13 - DP 7-0-0-0-0-0 RULES 03/18 - PFC | 03/25 - DP | 2nd Read: 03/06 05/06 - PASSED 29-0-1-0-0-0 | | 1st Read: 02/11 NREW 02/19 - DP 12-0-0-0-1-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25 | CON CAL - 02/20 Object: No | SPONSORS: GRIFFIN 2nd Read: 02/12 03/04 - PASSED 59-0-1-0-0-0 | |
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Transmitted to Governor: 05/07 Signed: 05/13

Comments: 2/8: Staff explained the bill and noted that CSA received positive feedback on the bill. The LPC voted to SUPPORT the bill.

Summary: The bill specifies that counties with 125,000 people or more may also include in their comprehensive plan information on how to locate existing mines from the Arizona Geological survey, existing mining operations and other geologic resources. It would also require the Arizona Geological Survey to annually update their database for existing mines and allow counties access to the database.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|---|---|------------|------------------|--------------------|--|------------|--|--------------------|
| HB2486 | study committee on county boundaries 1st Read: 03/12 GOV 03/25 - DP 4-3-0-0-0-0 RULES 04/01 - PFC Rep Caucus: 04/02 Dem Caucus: 04/02 | 04/09 - DP | 2nd Read: 03/13 | | 1st Read: 02/04 GOV 02/14 - DP 6-3-0-2-0-0 RULES 03/04 - C&P 7-0-0-0-1-0 Maj Caucus: 03/05 Min Caucus: 03/05 | 03/07 - DP | 2nd Read: 02/05 03/11 - PASSED 31-29-0-0-0-0 | |
| SPONSORS: GRIFFIN | | | | | | | | |
| <p>Comments: 2/8: Staff explained the bill. The LPC did not take a position.</p> <p>Summary: Establishes a 13-member Joint Study Committee on County Boundaries to research and report on the fiscal and related impacts of a change in the county boundary line between Cochise County and Santa Cruz County. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by June 30, 2020, and self-repeals January 1, 2021.</p> | | | | | | | | |

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| HB2493 | appraisal methods; solar energy devices 1st Read: 02/28 FIN 03/27 - DPA/SE 8-0-2-0-0-0 RULES None | | 2nd Read: 03/04 | | 1st Read: 02/04 WM 02/13 - DP 8-2-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25 | 02/26 - DP | 2nd Read: 02/05 02/26 - PASSED 48-11-1-0-0-0 | |
| SPONSORS: COBB | | | | | | | | |

Comments: 3/29: Staff explained a strike-everything amendment was adopted that makes solar energy devices taxable, to depreciate on a 10-year accelerated depreciation schedule. Staff also noted this bill represents a settlement in the ongoing lawsuit. The LPC took no action on the bill.

Comments: A proposed strike-everything amendment is being offered this week that makes leased solar energy devices taxable and establishes a 10-year accelerated depreciation schedule for the property. Our understanding is that this amendment is per an agreement from all parties and ultimately is part of the settlement of the entire ongoing lawsuit.

Retroactive to January 1, 2015, for the purpose of standard appraisal methods, solar energy devices and systems designed to produce solar energy primarily for on-site consumption are considered to add no value to the real property when they are characterized as personal property, whether they are leased or owned. If this provision is finally adjudicated invalid, for the purpose of appraisals, the device or system is considered to be personal property with a full cash value of \$500 for a device or system up to 500 kilowatts and \$1 per kilowatt for each additional kilowatt.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|--|-------------|---|--------------------|--|-------------|---|--------------------|
| HB2501 | electronic records; state library 1st Read: 03/06 GOV 03/18 - DPA 7-0-0-0-0-0 APPROP 03/26 - DP 8-0-1-0-0-0 RULES 04/22 - PFC Rep Caucus: 04/23 Dem Caucus: 04/23 | 04/25 - DPA | 2nd Read: 03/07 04/30 - PASSED 28-0-2-0-0-0 | | 1st Read: 02/04 GOV 02/14 - DPA 10-0-0-0-1-0 APPROP 02/20 - DP 10-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26 | 02/27 - DPA | 2nd Read: 02/05 03/04 - PASSED 58-0-2-0-0-0 | SPONSORS: BLACKMAN |

Comments: 2/1: Staff noted this is an AACo bill aimed at modernizing the transfer of records between the county and state. The LPC moved to SUPPORT the bill.

Summary: The State Library will establish, operate and maintain electronic records. Maricopa County Clerk of the Superior Court will appropriate sufficient monies to the newly established Electronic Records Repository Fund, to fund a three-year pilot project to develop a trusted electronic records repository and archives management program.

-Appropriates \$70,000 and 1 FTE position from the General Fund in FY 2024 to the Secretary of State for the purposes of this legislation.

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| HB2556 | agricultural property; uses; rural activities 1st Read: 03/04 WAG 03/14 - DP 7-0-0-0-0-0 RULES 03/25 - PFC Rep Caucus: 03/26 Dem Caucus: 03/26 | 04/04 - RETAINED 04/25 - RETAINED 05/01 - DPA | 2nd Read: 03/05 05/15 - PASSED 29-0-1-0-0-0 | | 1st Read: 02/05 WM 02/20 - DPA 10-0-0-0-0-0 LAG 02/21 - DP 6-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26 | 02/27 - DPA | 2nd Read: 02/06 02/28 - PASSED 56-4-0-0-0-0 | SPONSORS: FINCHEM, BIASIUCCI, et al |
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Comments: 4/26: Staff explained that amendment language had been agreed upon by all parties that 1) Removed activities done for entertainment purposes from the definition of agritourism, 2) Clarifies agritourism activities must occur on land already classified as agricultural, and 3) States restaurants and rodeos on agritourism property are not exempt from county building codes and zoning ordinances. The LPC voted to change its position from oppose to NEUTRAL. 4/5: Staff explained that the proponents of the bill were unwilling to completely remove the language that was of concern for the counties, but that they are now working out amendment language in an attempt to greater narrow the scope of the agricultural exemption for building code and zoning ordinances. 3/29: Staff explained there had been many concerns raised about exempting these properties from building code and zoning ordinances, as the counties cannot ensure the safety of the public without building codes. Staff also noted the stakeholders will be meeting shortly in an attempt to address the concerns of the counties. The LPC voted to OPPOSE the bill in its current form, without an amendment to ease their concerns.

-For the purposes of property tax classification, the definition of "agricultural real property" is expanded to include land and improvements devoted to "agritourism" (defined).

-For the purposes of county zoning, the definition of "general agricultural purposes" is expanded to include agritourism.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|--|-------------|---|--------------------|--|------------|---|--------------------|
| HB2646 | department of agriculture; application review NOW: commerce authority; application review 1st Read: 03/04 WAG 03/21 - DPA 5-0-2-0-0-0 RULES 03/25 - PFC | 05/02 - DPA | 2nd Read: 03/05 05/06 - PASSED 29-0-1-0-0-0 | | 1st Read: 02/12 LAG 02/21 - DP 6-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 | 02/26 - DP | 2nd Read: 02/13 02/28 - PASSED 60-0-0-0-0-0 | |

Rep Caucus: 03/26
Dem Caucus: 03/26

Maj Caucus: 02/26
Min Caucus: 02/26

Comments: 3/29: Staff noted the review is in response to the Reconnect Program the USDA is working on to expand broadband services in rural areas.

Summary: A person who is eligible to apply for the Rural E-connectivity Pilot Program established pursuant to the federal Consolidated Appropriations Act of 2018 is permitted to request that the Department of Agriculture review the person's application for accuracy, and the Dept cannot deny an applicant's request.

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| HB2672 | vacation rentals; short-term rentals; regulation 1st Read: 03/12 COM 03/28 - DPA 4-2-2-0-0-0 RULES 04/01 - PFC | 04/30 - DPA | 2nd Read: 03/13 05/06 - PASSED 17-12-1-0-0-0 | | 1st Read: 02/13 GOV 02/21 - DPA 8-2-0-1-0-0 RULES 03/04 - C&P 7-0-0-0-1-0 | 03/07 - DPA | 2nd Read: 02/14 03/11 - PASSED 41-19-0-0-0-0 | 05/15 - PASSED 42-18-0-0-0-0 |
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Rep Caucus: 04/02
Dem Caucus: 04/02

Maj Caucus: 03/05
Min Caucus: 03/05

Comments: 4/26 staff provided an update on the changes to the bill and noted a COW amendment is expected to be added soon that will further clarify the violation process. 2/15 Staff explained the bill noting this was an agreement between the vacation rental industry and communities in which short-term rentals are located. The LPC noted some concerns with placing additional burdens on property owners and concerns over bad actors in some communities. The LPC voted to SUPPORT the bill.

Summary: As amended the bill requires an operator to list the TPT license number on advertisements for all lodging accommodations the operator maintains, Allows a local government to regulate vacation or short-term rentals by requiring the owner of a rental to provide the local government with contact information for the owner, or designee, who is responsible for responding to complaints in person, over the phone or by email before offering for rent or renting the vacation or short-term rental. Violations must be reported to ADOR within 30 days. Prohibits a vacation rental being used for nonresidential purposes, including for a special event that would otherwise require a permit or license pursuant to a local government ordinance. 1st offence - \$250 and \$1,00 second offence (licensing) - \$500 (1st) , \$1,000 (2nd), and \$1,500 or 50 percent of the gross monthly revenue of the lodging accommodations at which the violation occurred for the month the violation occurred - on a rolling 12 month basis. Number of guests and monitoring devices have been removed from the bill.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|---|--|------------|------------------|--------------------|---|------------|---|--------------------|
| HB2676 | public officers; records; confidentiality 1st Read: 02/28 GOV 03/11 - DP 7-0-0-0-0-0 RULES 03/18 - PFC Rep Caucus: 03/19 Dem Caucus: 03/19 | 03/20 - DP | 2nd Read: 03/04 | | 1st Read: 02/14 PS 02/20 - DP 7-0-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25 | 02/26 - DP | 2nd Read: 02/18 02/26 - PASSED 56-3-1-0-0-0 | SPONSORS: ALLEN J |
| <p>Comments: 2/15 Staff explained this bill codifies existing practices. The LPC voted to SUPPORT the bill.</p> <p>Summary: For the purpose of statute allowing eligible persons to file an affidavit to request county officers and state agencies prohibit access to that person's information contained in certain public records, the restricted information is modified to include any identifying information, including any of that person's documents, instead of only the person's residential address and telephone number.</p> | | | | | | | | |

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| HB2677 | JLAC; auditor general 1st Read: 03/12 GOV 03/18 - DP 7-0-0-0-0-0 RULES 04/01 - PFC Rep Caucus: 04/16 Dem Caucus: 04/16 | 04/17 - RETAINED 05/01 - RETAINED 05/06 - DPA | 2nd Read: 03/13 05/06 - PASSED 25-4-1-0-0-0 | | 1st Read: 02/13 APPROP 02/20 - DPA 10-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26 | 02/27 - DPA | 2nd Read: 02/14 03/04 - PASSED 59-0-1-0-0-0 | SPONSORS: KERN 05/09 - FAILED 28-30-2-0-0-0 |
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Comments: 4/5 Staff noted the OAG agreed to an amendment to remove the OAG's ability to attend county executive sessions and recommended a position of neutral. Staff noted that there are other entities that have concerns and may try to have the bill held for stakeholder meetings, if that occurs staff will request to be a part of the meetings. The LPC voted to move to NEUTRAL if the amendment removing the OAG's ability to attend executive session is adopted.

2/15 Staff explained this would expand the Office Auditor General (OAG) authority to investigate financial fraud. The LPC noted concern for expanding a non-elected official's authority and voted to OPPOSE the bill.

Summary: Makes various changes relating to audits of public agencies. The OAG is required to conduct annual, instead of at least biennial, financial and compliance audits of financial transactions and accounts kept by or for all state agencies subject to the federal single audit requirements. The OAG is required, as resources allow, to conduct an investigation related to allegations of financial impropriety, malfeasance or nonfeasance of a state agency or of a political subdivision that is funded in whole or in part by tax revenue in connection with an audit authorized by law or on request of a state agency or specified public officers under specified circumstances. All officers of any state agency, board, commission, department, program or committee or any political subdivision and all contractors that contract with the state are required to afford reasonable and needed facilities for OAG staff and make records available in the form and at the time prescribed. The Joint Legislative Budget Committee is required to notify all members of the Legislature of the cost to conduct a special audit for any legislative measure that requires the OAG to perform a special audit. This information is required to be provided before the measure is scheduled for third read in the house of origin or in the house where the special audit provision was added. Modifies the list of factors a committee of reference must consider when determining the need for continuation or termination of an agency.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|--|-------------|---|--------------------|---|------------|------------------|-----------------------|
| SB1001 | highway safety fee; repeal; VLT 1st Read: 01/14 APPROP 01/22 - DPA 9-0-0-0-0-0 RULES 01/28 - PFC | 02/04 - DPA | 2nd Read: 01/15 02/11 - PASSED 24-6-0-0-0-0 | | 1st Read: 02/26 TRANS 03/27 - DP 4-3-0-0-0-0 APPROP 04/04 - DP 6-5-0-0-0-0 RULES 04/22 - C&P 4-3-0-0-1-0 | | 2nd Read: 02/27 | SPONSORS: UGENTI-RITA |
| | Rep Caucus: 01/29 Dem Caucus: 01/29 | | | | | | | |

Comments: 4/26: Staff explained the bill had cleared the House Rules Committee this week, but did not move through Caucus. Staff further noted this is a large piece included in budget discussions and that there is question as to whether the entire fee should be repealed or just capped at \$18.

1/17 Staff explained the potential impact to county transportation and general fund revenues as well as the potential impact to the states structural balance. Noting that the fee is necessary to protect Highway User Revenue Fund (HURF) from being used to fund DPS. The Board voted to OPPOSE the bill.

Summary: Repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation (ADOT) annually in order to fund 110 percent of the Department of Public Safety (DPS) Highway Patrol budget for each fiscal year. Set by the ADOT director at \$32, effective December 1, 2018.

Repeals changes to the valuation formula for the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020, which would have become effective January 1, 2020. Duplicate bill HB 2019 highway safety fee; repeal; VLT (Lawrence)
Estimated county impact is (\$623K) in FY20 and (\$1.25M) in FY21 in VLT revenue for transportation. (\$2.6M) in FY20 and (\$5.25M) in FY21 in VLT revenue deposited in county general funds. Additionally there is a potential for the department to be funded out of HURF again (\$8.9M) in FY20 and FY21 if full HURF shifts are reinstated.

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| SB1064 | court security officers; certification; powers 1st Read: 01/16 GOV 01/28 - DP 7-0-0-0-0-0 RULES 02/04 - PFC | CON CAL - 02/04 Object: No | 2nd Read: 01/17 02/11 - PASSED 30-0-0-0-0-0 | | 1st Read: 02/26 JUD 03/13 - DPA 7-3-0-0-0-0 RULES 04/08 - C&P 7-1-0-0-0-0 | | 2nd Read: 02/27 | SPONSORS: BORRELLI |
| | Rep Caucus: 02/05 Dem Caucus: 02/05 | | | | Maj Caucus: 04/09 Min Caucus: 04/09 | | | |

Comments: 3/29: Staff explained the bill was going to be further amended on the floor after struggling to pass the House Judiciary Committee. The amendment will remove language granting court security officers the status of law enforcement officers, but maintains the same duties of the officers originally agreed upon by the counties.

3/8: Staff explained concerns had been raised about the broad nature of the bill. However, the stakeholders have agreed to amendment language that would ease county concerns by more clearly defining the powers and duties of a court security officer. With the understanding that the amendment will be adopted, the LPC voted to take a NEUTRAL position on the bill.

Authorizes courts to employ certified court security officers that possess all of the law enforcement powers of a peace officer. Directs the courts to train and certify the court security officers. Prohibits the court security officers from being eligible for PSPRS or CORP.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--|---|-------------|---|--------------------|---|-------------------------------|--|--------------------|
| SB1068 | detention officers; arrest warrant; custody 1st Read: 01/16 TPS 01/30 - DPA 8-0-0-0-0-0 RULES 02/04 - PFC | 02/11 - DPA | 2nd Read: 01/17 02/12 - PASSED 30-0-0-0-0-0 | | 1st Read: 02/26 PS 03/20 - DP 6-0-0-0-1-0 RULES 04/01 - C&P 8-0-0-0-0-0 | CON CAL - 04/01 Object: No | 2nd Read: 02/27 04/30 - FAILED 16-43-1-0-0-0 | |
| Rep Caucus: 02/05 Dem Caucus: 02/05 Comments: 2/1: Staff noted this is an AACo bill gives detention officers the ability to execute an arrest warrant and is aimed at freeing up sworn sheriff deputies. The LPC voted to SUPPORT the bill. | | | | | SPONSORS: LIVINGSTON Maj Caucus: 04/02 Min Caucus: 04/02 | | | |
| Summary: Extends when a detention officer may deliver a warrant to arrest a person to include: a hospital facility, justice or municipal court facility, or a person who is within a jail facility is who is found to have an outstanding warrant. In addition, a detention officer may take custody of a person whom a judicial officer remands into custody during a court proceeding. | | | | | | | | |

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| SB1147 | municipal economic development; sale; lease NOW: tobacco products; vapor products 1st Read: 01/23 GOV 02/11 - DPA 4-3-0-0-0-0 RULES 02/18 - PFC | 02/28 - DPA | 2nd Read: 01/24 03/07 - PASSED 16-14-0-0-0-0 | | 1st Read: 03/12 WM 03/19 - W/D HHS 03/28 - DPA/SE 5-4-0-0-0-0 RULES 04/25 - C&P 4-3-0-0-1-0 | 05/06 - RET ON CAL 05/09 - RET ON CAL 05/15 - DPA | 2nd Read: 03/13 | |
| Rep Caucus: 02/19 Dem Caucus: 02/19 Comments: 5/3 Staff provided an update on the bill noting efforts to get the statewide preemption removed from the bill continue, there is a push by the vaping industry to maintain the preemption and the Republican caucus is divided on the issue. 4/5 Staff explained the strike-everything has a statewide preemption on tobacco products that supersedes any existing ordinances. The preemption could prevent counties from being able to designate smoke free parks and stadiums. The LPC voted to OPPOSE the bill due to the preemption. | | | | | SPONSORS: LEACH Maj Caucus: 04/30 Min Caucus: 04/30 | | | |
| Summary: The strike-everything amendment increases the age to sell or purchase tobacco from 18 years old to 21 years old, changed the definition of tobacco, and modified how tobacco can be sold. The bill also adds a statewide preemption on tobacco products, e-liquids, vapor products and alternative nicotine products and supersedes any existing ordinances regarding the sale or marketing of tobacco products. Staff noted there is concern with the scope of the preemption language and that it could prevent counties from being able to designate smoke free parks, stadiums and other areas that serve youth and families. | | | | | | | | |

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| SB1235 | possessory improvements; government property; assessment 1st Read: 01/29 FIN 02/06 - DPA 9-0-1-0-0-0 RULES 02/11 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19 | | 2nd Read: 01/30 02/28 - PASSED 30-0-0-0-0-0 | | | | | |
| | | | | | 1st Read: 03/05 WM 03/13 - DP 10-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19 | 03/21 - DPA | 2nd Read: 03/06 05/09 - PASSED 58-0-2-0-0-0 | SPONSORS: MESNARD |
| | Comments: 2/15 Staff noted this is an AACo proposal that would allow the county assessor to use a hybrid valuation for private property on leased government land. The LPC voted to SUPPORT the bill. | | | | | | | |
| | Summary: Allows improvements on possessory rights to be valued as real property, using a limited property value. | | | | | | | |
| SB1236 | tax liens; fees; certificate expiration 1st Read: 01/29 FIN 02/06 - DP 9-0-1-0-0-0 RULES 02/11 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19 | CON CAL - 02/11 Object: No | 2nd Read: 01/30 02/20 - PASSED 30-0-0-0-0-0 | | | | | |
| | | | | | 1st Read: 02/26 WM 03/13 - DP 10-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19 | CON CAL - 03/18 Object: No | 2nd Read: 02/27 | SPONSORS: MESNARD |
| | Comments: 2/15 Staff explained this is an AACo bill to provide clarity that outstanding fees to a parcel are able to be recouped by the county as part of a tax lien sale. The LPC voted to SUPPORT the bill. | | | | | | | |
| | Summary: Includes any outstanding fees attached to a parcel in the aggregate tax lien sale amount. | | | | | | | |
| SB1241 | state parks board; heritage fund 1st Read: 01/29 NRE 02/06 - DP 7-0-0-0-0-0 APPROP 02/19 - DP 8-1-0-0-0-0 RULES 02/25 - PFC Rep Caucus: 02/26 Dem Caucus: 02/26 | CON CAL - 02/25 Object: No | 2nd Read: 01/30 02/28 - PASSED 30-0-0-0-0-0 | | | | | |
| | | | | | 1st Read: 03/05 NREW 03/19 - DP 10-0-0-0-3-0 RULES None | | 2nd Read: 03/06 | SPONSORS: BROPHY MCGEE, BOYER, et al |
| | Comments: 3/8: Staff explained the the Stake Parks Heritage Fund was swept and repealed during the Great Recession and that this bill is attempting to reestablish the Fund, but clarified that the bill contains no appropriation. The LPC voted to SUPPORT the bill. | | | | | | | |
| | Establishes the Arizona State Parks Heritage Fund, consisting of legislative appropriations, grants and donations to benefit State Parks, historic preservation projects, non-motorized trails and environmental education projects. | | | | | | | |

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| SB1248 | property taxes; valuation; property modifications 1st Read: 01/30 FIN 02/20 - DPA 8-2-0-0-0-0 RULES 02/27 - PFC Rep Caucus: 02/27 Dem Caucus: 02/27 | 02/27 - RETAINED 02/28 - DPA | 2nd Read: 01/31 03/04 - PASSED 19-11-0-0-0-0 | | 1st Read: 03/06 WM 03/13 - DPA 8-2-0-0-0-0 RULES None | | 2nd Read: 03/07 | SPONSORS: LEACH |

Comments: 3/8: Staff explained that CSA had received a lot of concerns regarding the bill in its original form and that the bill had been amended to try and ease some concerns of the Assessors. The LPC exclaimed there were still concerns after the adoption of the amendment. The LPC voted to OPPOSE the bill.

The bill modifies the circumstances under which a property's LPV is established at or at a percentage of its FCV. This includes 1) modifications to a property whereby the total added value from the project equals at least 20% of the FCV of the property in the current tax year, 2) the subdivision of a property, and 3) the splitting or consolidation of a property whereby the total value increase is equal to or greater than 20% of the FCV in the preceding valuation year.

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| SB1332 | alternative fuel vehicles; VLT 1st Read: 01/31 TPS 02/13 - DPA 7-0-1-0-0-0 RULES 02/18 - PFCA Rep Caucus: 02/19 Dem Caucus: 02/19 | 02/21 - DPA | 2nd Read: 02/04 02/25 - PASSED 29-0-1-0-0-0 | | 1st Read: 03/06 WM 03/13 - DP 8-0-0-1-1-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19 | CON CAL - 03/18 Object: No | 2nd Read: 03/07 | SPONSORS: LIVINGSTON, BIASIUCCI |
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Comments: 3/8: Staff explained that the bill was amended to have new alternative fuel vehicles begin paying full VLT starting in 2023, rather than 2024. The LPC took no action on this item.

2/8: Staff explained that this was for information only and that this bill would repeal provisions of Laws 2018, Chapter 265 that increased the VLT revenues that counties would receive in FY20 and FY21. However, the taxing of alternative fuel vehicles at the same level as traditional vehicles would increase VLT revenues in the long-run. The LPC took no action on this item.

Summary:

As amended by Senate Transportation: For alternative fuel vehicles initially registered in 2022, sets the value of the vehicle at 20% of the base retail value. For alternative fuel vehicles initially registered in 2023 and beyond, VLT is assessed the same as traditionally powered vehicles (at 60% of the base retail value).

Original Bill: For the separate vehicle license tax classification for motor vehicles powered by alternative fuels, the motor vehicle value for the first 12 months of the life of a motor vehicle registered in Arizona before January 1, 2022 is one percent of the manufacturer's base retail price, instead of the value for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020 being a percentage of the manufacturer's base retail price as set by the Dept. Establishes new calculations for the motor vehicle value of vehicles that are initially registered in Arizona in 2022 and 2023. From 2024 forward, requires that alternative fuel vehicles pay the same VLT as traditional vehicles.

Effective January 1, 2020.

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| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--|---|-------------------------------|---|--------------------|--|-------------------------------|---|---------------------------------------|
| SB1424 | youth entrepreneurship; appropriation; pilot program 1st Read: 02/05 COM 02/14 - DP 6-0-2-0-0-0 APPROP 02/26 - DPA 9-0-0-0-0-0 RULES 02/27 - PFC | 02/28 - DPA | 2nd Read: 02/06 02/28 - PASSED 29-1-0-0-0-0 | | 1st Read: 03/06 COM 04/01 - W/D APPROP 04/04 - DPA/SE 10-1-0-0-0-0 RULES None | | 2nd Read: 03/07 | SPONSORS: QUEZADA, DALESSANDRO, et al |
| Rep Caucus: 02/27 Dem Caucus: 02/27 Comments: 5/3 Staff noted the leaked Senate budget did not include funds for statewide census outreach, but the Governor's office expects to have names for the Arizona Complete Count Committee and the dedicated staff resource at the Arizona Commerce Authority announced in a few weeks. 4/5 Staff noted the funds will help the state fulfill its obligation to help educate residents on the census and the Governor's Arizona Complete Count Committee carry out its duties. The LPC voted to SUPPORT the bill. Summary: The strike everything amendment appropriates \$5 M to the Arizona Department of Administration to hire a vendor to conduct an outreach campaign that provides equal priority in both rural and urban areas and include efforts to reach hard to count populations. | | | | | | | | |
| SB1441 | county officers; confidentiality; e-mail 1st Read: 02/05 GOV 02/11 - DP 7-0-0-0-0-0 RULES 02/18 - PFC | CON CAL - 02/18 Object: No | 2nd Read: 02/06 02/21 - PASSED 30-0-0-0-0-0 | | 1st Read: 02/26 GOV 03/07 - DP 9-0-0-0-2-0 RULES 03/18 - C&P 8-0-0-0-0-0 | CON CAL - 03/18 Object: No | 2nd Read: 02/27 05/06 - PASSED 58-0-2-0-0-0 | SPONSORS: PRATT |
| Rep Caucus: 02/19 Dem Caucus: 02/19 Comments: 2/15 Staff noted this is an AACo bill focused on protecting constituents who opt-in to receive services via email from having their email addresses spammed. The LPC voted to SUPPORT the bill. Summary: Requires county assessors and county treasurers to maintain the confidentiality of e-mail addresses provided by county residents who request to receive information and notices from these county offices by e-mail. Specifies this does not limit or prohibit the public from inspecting or copying other records pursuant to public records law that contain e-mail addresses provided by county residents. | | | | | Transmitted to Governor: 05/07 Signed: 05/13 Chapter: 220 | | | |

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House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|--|-------------|---|--------------------|---|-----------------------------------|------------------|--------------------|
| SB1445 | parks board; deputy; senate confirmation NOW: pipeline valuation 1st Read: 02/05 NRE 02/20 - DPA/SE 6-1-0-0-0-0 RULES 02/27 - PFC | 02/28 - DPA | 2nd Read: 02/06 03/04 - PASSED 29-1-0-0-0-0 | | 1st Read: 03/07 WM 03/20 - DP 9-0-0-0-1-0 RULES 03/25 - C&P 7-0-0-0-1-0 | CON CAL - 03/25 Object: Yes | 2nd Read: 03/11 | |

SPONSORS: BORRELLI

Rep Caucus: 02/27
Dem Caucus: 02/27

Comments: 3/8: Staff explained the background of the Transwestern Pipeline Company v. DOR lawsuits and that the lawsuits had ultimately favored the Transwestern Pipeline Company, resulting in refunds from all entities that levy a property tax on the pipeline. It was explained that the issue is recurring because DOR is unable to account for economic obsolescence in the valuation of a pipeline and that this bill would correct that. The LPC voted to SUPPORT the bill.

Summary: The strike everything amendment requires DOR, in determination of the value of a pipeline, to provide adjustments for economic obsolescence.

Ongoing LPC List (Enacted)

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| HB2008 | duty to report; supervisor; administrator 1st Read: 02/27 JUD 03/07 - DP 7-0-0-0-0-0 RULES 03/11 - PFC | CON CAL - 03/11 Object: No | 2nd Read: 02/28 04/04 - PASSED 29-0-1-0-0-0 | | 1st Read: 01/22 JUD 02/13 - DPA 10-0-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 | 02/25 - DPA | 2nd Read: 01/23 02/25 - PASSED 60-0-0-0-0-0 | |

SPONSORS: KAVANAGH

Rep Caucus: 03/12
Dem Caucus: 03/12

Maj Caucus: 02/19
Min Caucus: 02/19

Transmitted to Governor: 04/08 Signed: 04/11 Chapter: 70

Comments: 2/1: Staff noted this was for informational purposes to ensure potentially impacted departments have time to evaluate any impact for expanding responsibility for reporting abuse or neglect of a minor to supervisors of a person with a duty to report..

Summary: The list of persons with a duty to report a reasonable belief that a minor has been the victim of abuse or neglect is expanded to include any person who is employed as the immediate or next higher level supervisor to or administrator of a person who has a duty to report (other than the child's parent or guardian) and who develops the reasonable belief in the course of the supervisor's or administrator's employment.

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| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2055 | juvenile court; jurisdiction; undesignated felony NOW: juvenile court; jurisdiction 1st Read: 02/28 | | | | SPONSORS: ALLEN J | | | |
| | JUD 03/28 - DPA 6-0-1-0-0-0 RULES 04/01 - PFCA | | 04/04 - DPA | 2nd Read: 03/04 04/09 - PASSED 28-0-2-0-0-0 | 1st Read: 01/22 JUD 01/30 - DP 10-0-0-0-0-0 RULES 02/04 - C&P 8-0-0-0-0-0 | | CON CAL - 02/04 Object: No | 2nd Read: 01/23 02/27 - PASSED 57-1-2-0-0-0 |
| Rep Caucus: 04/02 Dem Caucus: 04/02 | | | | | Maj Caucus: 02/05 Min Caucus: 02/05 | | | |
| Transmitted to Governor: 04/18 Signed: 04/24 Chapter: 125 | | | | | | | | |
| Comments: 2/1: Staff advised this bill clarified the juvenile court retains jurisdiction after the 18th birthday to move a class 6 felony down to a misdemeanor. The LPC noted this was a good idea and voted to SUPPORT the bill. | | | | | | | | |

Summary: If a juvenile is adjudicated for a class 6 undesignated felony, the court is permitted to designate the offense as a class 1 misdemeanor at any time. The bill clarifies that the juvenile court retains jurisdiction after a juvenile's 18th birthday for the purpose of designating an undesignated felony offense as a misdemeanor.

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| HB2095 | agricultural property classification; water reduction 1st Read: 02/25 | | | | SPONSORS: COOK, CAMPBELL, et al | | | |
| | FIN 03/06 - DPA 8-0-2-0-0-0 RULES 03/11 - PFC | | 03/25 - DPA | 2nd Read: 02/26 03/26 - PASSED 30-0-0-0-0-0 | 1st Read: 01/23 WM 01/30 - DP 9-0-0-0-1-0 LAG 01/31 - DP 7-0-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0 | | CON CAL - 02/11 Object: No | 2nd Read: 01/24 02/14 - PASSED 60-0-0-0-0-0 |
| Rep Caucus: 03/12 Dem Caucus: 03/12 | | | | | Maj Caucus: 02/12 Min Caucus: 02/12 | | | |
| Transmitted to Governor: 04/03 Signed: 04/09 Chapter: 49 | | | | | | | | |
| Comments: 2/8: The staff explained that this bill was for information purposes only and aimed at resolving the concerned over how fallowed land in Pinal County (as a result of the Drought Contingency Plan) would be assessed. The LPC took no action on this item. | | | | | | | | |

Summary: For the purpose of the property tax classification as property used for agricultural purposes, property that has been in active production may be inactive or partially inactive due to a partial reduction in the available water supply or irrigation district water allotments for agriculture use in the farm unit.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|--|------------|---|--------------------|---|------------|--|--------------------|
| HB2109 | county transportation excise tax. 1st Read: 03/07 TPS 03/27 - DP 5-3-0-0-0-0 RULES 04/01 - PFC | 04/04 - DP | 2nd Read: 03/11 04/04 - PASSED 21-8-1-0-0-0 | | 1st Read: 01/28 WM 02/20 - DP 9-1-0-0-0-0 TRANS 02/20 - DP 4-1-0-1-1-0 RULES 03/04 - C&P 7-0-0-0-1-0 | 03/06 - DP | 2nd Read: 01/29 03/06 - PASSED 44-16-0-0-0-0 | |
| | Rep Caucus: 04/02 Dem Caucus: 04/02 | | | | Maj Caucus: 03/05 Min Caucus: 03/05 | | | SPONSORS: SHOPE |

Comments: 1/25: Staff explained that the bill would increase the maximum allowable levy for a regional transportation authority from 0.5% to 1.0%. The LPC moved to SUPPORT the bill.

Transmitted to Governor: 04/08 Signed: 04/09 Chapter: 50

Summary: Increases the allowable tax rate that a regional transportation authority (RTA) can ask voters to approve for roads from 0.5% to 1.0%. Caps the combined excise tax that can be levied by an RTA and a county for transportation purposes at 1.0%.

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| HB2113 | direct primary care providers; dentists NOW: public restrooms; changing stations 1st Read: 02/28 HHS 03/27 - DPA/SE 8-0-0-0-0-0 RULES 04/22 - PFC | 04/24 - DPA | 2nd Read: 03/04 04/25 - PASSED 26-3-1-0-0-0 | | 1st Read: 01/28 HHS 02/14 - DPA 9-0-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 | 02/26 - DPA | 2nd Read: 01/29 02/26 - PASSED 59-0-1-0-0-0 | |
| | Rep Caucus: 04/23 Dem Caucus: 04/23 | | | | Maj Caucus: 02/25 Min Caucus: 02/25 | | | SPONSORS: GRIFFIN |

Comments: 4/5 Staff explained the bill and amendments currently being worked on to clarify when an adult changing station would be required. The LPC did not take a position on the bill.

Transmitted to Governor: 05/01 Signed: 05/07 Chapter: 176

Summary: The strike everything amendment requires a state and local governments that construct a new restroom or totally renovates an existing restroom (\$50K & complete gut of finishes/systems) must include at least one changing station capable of serving both a baby and adult that is accessible by men and women; provide signage; and include in building directory, if available. Exemptions may be made if installation of a changing station would not be feasible, impact compliance with ADA standards or would destroy the historic significance of a property.

Note: Discussions with the proponents of the bill the goal is to have one restroom that serves the public be equipped with an adult changing station in a family accessible bathroom preferably on the 1st floor of a building that serves the public. Staff is working on getting an amendment to clarify that this would only be in public facing buildings and would not apply to buildings or bathrooms that serve only staff.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2114 | county real estate; appraisals | | | | SPONSORS: GRIFFIN | | | |
| | 1st Read: 02/28 | | 2nd Read: 03/04 | | 1st Read: 01/28 | | 2nd Read: 01/29 | |
| | GOV 03/11 - DP 7-0-0-0-0-0 | 03/20 - DPA | 03/25 - PASSED | | GOV 02/14 - DPA 10-0-0-0-1-0 | 02/26 - DPA | 02/26 - PASSED | 04/10 - PASSED 60-0-0-0-0-0 |
| | RULES 03/18 - PFCA | | 30-0-0-0-0-0 | | RULES 02/20 - C&P 5-1-0-0-2-0 | | 58-2-0-0-0-0 | |
| | Rep Caucus: 03/19 Dem Caucus: 03/19 | | | | Maj Caucus: 02/25 Min Caucus: 02/25 | | | |

Transmitted to Governor: 04/10 Signed: 04/16 Chapter: 88

Comments: 3/15 Staff stated that an amendment was adopted to the bill that allows a county BOS to lease properties without a public auction if the rental value of the property is less than \$5,000 per month and the Board meets specified noticing requirements. Staff noted that the bill, as amended, provides the counties greater flexibility in the sale of small, lower valued property and would allow the county to avoid having to go to auction for all lease agreements. The committee voted to SUPPORT the bill.

2/1: Staff noted this was for informational purposes and seeking additional clarity on the bill. Update: This bill is coming out of Maricopa County it streamlines the sale/lease of excess property by giving counties the option of using an in-house appraiser for the sale of excess real property and allowing a county to utilize a market analysis based on comparable sales in the sale of real property with no market value or with a net value of less than \$10,000. The LPC did not take a position

Summary: In the sale of county property, requires the BOS to have the property appraised by a licensed appraiser at market value. The minimum acceptable bid would be 90% of the market value. If the property has no market value or a net value of \$10,000 or less, the value may be justified by a market analysis based on comparable sales.

Currently, the appraiser determines minimum price based on 90% of their appraised value.

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| HB2229 | cable licensing; video service providers | | | | SPONSORS: ALLEN J | | | |
| | 1st Read: 02/25 | | 2nd Read: 02/26 | | 1st Read: 01/23 | | 2nd Read: 01/24 | |
| | COM 03/14 - DP 7-0-1-0-0-0 | 03/26 - DP | 04/04 - PASSED | | COM 01/29 - DP 9-0-0-0-0-0 | 02/14 - DP | 02/14 - PASSED | |
| | RULES 03/18 - PFC | | 29-0-1-0-0-0 | | RULES 02/11 - C&P 6-2-0-0-0-0 | | 60-0-0-0-0-0 | |
| | Rep Caucus: 03/19 Dem Caucus: 03/19 | | | | Maj Caucus: 02/12 Min Caucus: 02/12 | | | |

Transmitted to Governor: 04/08 Signed: 04/11 Chapter: 76

Comments: 1/25: Staff explained that last year SB 1140 passed which established a statewide preemption on video service providers, establishing the terms and conditions in title 9. HB 2229 would move this statute into title 11. The Board noted the concern with any rise in fees. The LPC took a position of SUPPORT.

Summary: Follow-up bill from last session (SB 1140) moving the county portion of the legislation out of title 9 into title 11.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2240 | limitations of actions; dedicated property 1st Read: 03/05 JUD 03/14 - DP 6-1-0-0-0-0 RULES 03/18 - PFCA | 03/25 - DPA | 2nd Read: 03/06 03/26 - PASSED 28-2-0-0-0-0 | | 1st Read: 01/28 JUD 02/13 - DPA 6-4-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 | 02/27 - DPA | 2nd Read: 01/29 03/04 - PASSED 51-8-1-0-0-0 | 04/03 - PASSED 49-10-1-0-0-0 |
| | Rep Caucus: 03/19 Dem Caucus: 03/19 | | | | Maj Caucus: 02/19 Min Caucus: 02/19 | | | SPONSORS: KERN Transmitted to Governor: 04/03 Signed: 04/09 Chapter: 51 |

Comments: 2/1: Staff noted last year the LPC took a position of Neutral on identical language in HB 2116 and an amendment is currently being worked on between the League and the bills proponents. The LPC did not take a position on the bill.

Summary: Establishes an eight-year statute of repose for any action or arbitration involving an improvement to real property dedicated to a municipality or county, if the action is based on a permit required as a condition of development or a municipal/county code or other legal requirement, and the action is filed against a person who: 1) develops or develops and sells real property; or 2) performs or furnishes design, specifications, surveying, planning, supervision testing, construction or observation of construction.

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| HB2318 | ADOT; consulting with third parties NOW: texting while driving; prohibition; enforcement 1st Read: 02/25 TPS 03/27 - DPA/SE 6-2-0-0-0-0 RULES 04/01 - PFCA | 04/08 - DPA | 2nd Read: 02/26 04/08 - PASSED 20-9-1-0-0-0 | | 1st Read: 01/30 TRANS 02/06 - DP 6-0-0-0-1-0 RULES 02/11 - C&P 8-0-0-0-0-0 | CON CAL - 02/11 Object: No | 2nd Read: 01/31 02/14 - PASSED 59-1-0-0-0-0 | 04/18 - PASSED 44-16-0-0-0-0 |
| | Rep Caucus: 04/02 Dem Caucus: 04/02 | | | | Maj Caucus: 02/12 Min Caucus: 02/12 | | | SPONSORS: CAMPBELL, STRINGER Transmitted to Governor: 04/18 Signed: 04/22 Chapter: 112 |

Comments: 3/29: Staff noted the strike-everything amendment adds the language from SB 1165 texting while driving; prohibition (Brophy McGee) that has been held in House Rules. The LPC voted to support SB 1165 on February 8th.

Summary: Requires anyone (with limited exceptions) operating a motor vehicle from using a handheld portable wireless communication device unless the vehicle is stopped or parked. Requires the device to be used in a hands-free manner unless they are activating or deactivating the device.

Makes the violation a primary petty offense. Fines for a violation are at least \$75 but not more than \$149 for the 1st violation and \$150 but not more than \$250 for a 2nd offense. Warnings for violations occur from the effective date until December 31, 2020 and citations begin on January 1, 2021. However, local authorities with existing legislation may continue to issue citations through December 31, 2020.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2363 | tax lien sales; procedures 1st Read: 02/25 | | 2nd Read: 02/26 | | 1st Read: 01/30 | | 2nd Read: 01/31 | |
| | FIN 03/06 - DP 8-0-2-0-0-0 RULES 03/11 - PFC | CON CAL - 03/11 Object: No | 03/18 - PASSED 30-0-0-0-0-0 | | WM 02/06 - DP 10-0-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0 | 02/14 - DPA | 02/14 - PASSED 60-0-0-0-0-0 | |
| | Rep Caucus: 03/12 Dem Caucus: 03/12 | | | | Maj Caucus: 02/12 Min Caucus: 02/12 | | | |

SPONSORS: TOMA, LIVINGSTON

Transmitted to Governor: 03/19 Signed: 03/22 Chapter: 31

Comments: 2/1: Staff noted this is an AACo bill that is a result of a tax lien bidder that bid a lien down to 3% then withheld payment in an attempt to get the tax lien back on the market so it could be purchased for the full 16%. The LPC voted to SUPPORT the bill.

Summary: Various changes relating to tax lien sales. The county treasurer is required to continue the annual tax lien sale until the tax lien on each parcel has been offered for sale and no more bids are offered by purchasers, instead of until the tax lien on each parcel has been sold. The purchaser of a tax lien is required to pay the purchase price in cash at a time the county treasurer determines, instead of at the time of sale. If the sale has been closed, the county treasurer is authorized to prohibit a purchaser who failed to pay the amount due from purchasing tax liens from any county in Arizona for up to one year.

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| SB1090 | emergency voting procedures; board action 1st Read: 01/17 | | 2nd Read: 01/22 | | 1st Read: 03/05 | | 2nd Read: 03/06 | |
| | JUD 01/31 - DP 4-3-0-0-0-0 RULES 02/04 - PFC | CON CAL - 02/04 Object: Yes 02/25 - DPA | 02/27 - PASSED 16-14-0-0-0-0 | 04/11 - PASSED 16-13-1-0-0-0 | ELECT 03/19 - DPA 6-4-0-0-0-0 RULES 03/25 - C&P 7-0-0-0-1-0 | 04/03 - RET ON CAL 04/08 - DPA | 04/08 - PASSED 31-27-2-0-0-0 | |
| | Rep Caucus: 02/05 Dem Caucus: 02/05 | | | | Maj Caucus: 03/26 Min Caucus: 03/26 | | | |

SPONSORS: UGENTI-RITA

Transmitted to Governor: 04/11 Signed: 04/17 Chapter: 107

Comments: 2/8: Staff explained the bill and recommend opposing the bill until an agreement can be worked out between the sponsor and AACo. The LPC voted to OPPOSE the bill.

Summary: Requires electors requesting to vote early due to an emergency to sign an affidavit under penalty of perjury that it is an emergency. Requires the board of supervisors to designate emergency voting locations by resolution. Requires ID for early voters.

AACo is working with the sponsor to finalize an amendment that will bring in language from the Senate Engrossed version of SB 1466 (Gray) last year.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| SB1146 | PSPRS; EORP; CORP; modifications 1st Read: 01/23 | | | | SPONSORS: LIVINGSTON 1st Read: 02/26 | | | |
| | FIN 01/30 - DP 10-0-0-0-0-0 | CON CAL - 02/04 | 2nd Read: 01/24 02/07 - PASSED | | GOV 03/07 - DP 8-1-0-0-2-0 | CON CAL - 03/18 Object: No | 2nd Read: 02/27 03/27 - PASSED | |
| | RULES 02/04 - PFC | Object: No | 30-0-0-0-0-0 | | RULES 03/18 - C&P 8-0-0-0-0-0 | | 58-2-0-0-0-0 | |
| | Rep Caucus: 02/05 Dem Caucus: 02/05 | | | | Maj Caucus: 03/19 Min Caucus: 03/19 | | | |
| | Transmitted to Governor: 03/28 Signed: 04/01 Chapter: 38 | | | | | | | |
| | Comments: 2/1: Staff noted this bill attempts to rollback some major pension reforms done in 2011 in an effort to avoid additional lawsuits. The LPC voted to be NEUTRAL on the bill. | | | | | | | |
| | Summary: Makes various changes to statutes governing EORP, CORP, and PSPRS, in an attempt rollback 2011 pension reform provisions. | | | | | | | |
| | -Retroactive to July 20, 2011, permits an active elected official who became a member of EORP before January 1, 2012, or an active member who became a member of PSPRS or CORP before January 1, 2012 to redeem any amount of eligible prior service without having to have accrued any minimum amount of credited service in the plan. | | | | | | | |
| | -Retroactive to July 1, 2017, for PSPRS or CORP members enrolled before July 1, 2017, specifies the discount rate is the assumed rate of return that is prescribed by the PSPRS Board. | | | | | | | |
| | -By June 30, 2019, authorizes the PSPRS Board to choose to require interest to be paid on monies returned to members of a retirement plan or system under the jurisdiction of the board for the period of time between the transaction until a date to be determined by the PSPRS Board, but not later than the effective date of this legislation. | | | | | | | |

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| SB1448 | alarm systems; low-voltage electric fences 1st Read: 02/05 | | | | SPONSORS: FARNSWORTH E. (12) 1st Read: 03/05 | | | |
| | TPS 02/13 - DP 7-0-1-0-0-0 | CON CAL - 02/18 | 2nd Read: 02/06 02/21 - PASSED | | RA 03/18 - DP 5-1-0-0-1-0 | CON CAL - 03/25 Object: No | 2nd Read: 03/06 04/03 - PASSED | |
| | RULES 02/18 - PFC | Object: No | 28-2-0-0-0-0 | | RULES 03/25 - C&P 7-0-0-0-1-0 | | 43-17-0-0-0-0 | |
| | Rep Caucus: 02/19 Dem Caucus: 02/19 | | | | Maj Caucus: 03/26 Min Caucus: 03/26 | | | |
| | Transmitted to Governor: 04/04 Signed: 04/10 Chapter: 67 | | | | | | | |

Comments: 2/15 Staff explained this would not impact agricultural or residential properties, but is intended for commercial properties with an enclosed electric fence connected to a larger alarm system. The LPC did not take action on the bill.

Summary: For the purpose of regulation of alarm agents and alarm businesses, the definition of "alarm" or "alarm system" is expanded to include a "low-voltage electric fence" (defined as a fence with an electric fence energizer that is powered by a commercial storage batter with a rated voltage of up to 12 volts and that produces an electric charge on contact with the fence, and that meets other specified requirements). The regulation of low-voltage electric fence alarm systems is of statewide concern and is not subject to further regulation by a county, municipality or other political subdivision.

Ongoing LPC List (Dead)

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| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2001 | law enforcement; prosecution; grants; acceptance | | | | SPONSORS: FINCHEM | | | |
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| 1st Read: 02/05 | 2nd Read: 02/06 |
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| GOV | 02/21 - DP 6-4-0-0-1-0 |
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| APPROP | None |
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| RULES | None |
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Comments: 3/15 Staff noted, thanks to support from the Supervisors in getting Legislators and Sheriffs to oppose, the bill did not receive an Appropriations Committee hearing and is therefore dead. Staff will continue to monitor legislation to make sure the issue doesn't pop up once again in some form.

1/17 Staff explained the bill substantially erodes the Board's ability to provide proper oversight of public dollars. The Board voted to OPPOSE the bill.

Summary: Requires a board of supervisors to accept, without interference, all federal grant, award or other monies intended to supplement the approved budget of a law enforcement or prosecution agency, if the agency is eligible and qualified for the funding.

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| HB2019 | highway safety fee; repeal; VLT.. | | | | SPONSORS: LAWRENCE | | | |
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| 1st Read: 02/04 | 2nd Read: 02/05 |
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| TRANS | 02/20 - FAILED 2-5-0-0-0-0 |
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| RULES | None |
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Comments: 1/17 Staff explained the potential impact to county transportation and general fund revenues as well as the potential impact to the states structural balance. Noting that the fee is necessary to protect Highway User Revenue Fund (HURF) from being used to fund DPS. The Board voted to OPPOSE the bill.

Summary: Repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation (ADOT) annually in order to fund 110 percent of the Department of Public Safety (DPS) Highway Patrol budget for each fiscal year. Set by the ADOT director at \$32, effective December 1, 2018.

Repeals changes to the valuation formula for the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020, which would have become effective January 1, 2020. Duplicate bill SB 2019 highway safety fee; repeal; VLT.(Ugenti-Rita)

Estimated county impact is (\$623K) in FY20 and (\$1.25M) in FY21 in VLT revenue for transportation. (\$2.6M) in FY20 and (\$5.25M) in FY21 in VLT revenue deposited in county general funds. Additionally there is a potential for the department to be funded out of HURF again (\$8.9M) in FY20 and FY21 if full HURF shifts are reinstated.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2026 | public resources; influencing elections; penalties 1st Read: 03/04 JUD 03/27 - W/D APPROP 04/02 - DPA/SE 8-1-0-0-0-0 RULES None | | 2nd Read: 03/05 | | 1st Read: 02/05 ELECT 02/12 - DP 5-4-0-0-1-0 GOV 02/14 - DP 6-5-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25 | | SPONSORS: KAVANAGH 2nd Read: 02/06 02/28 - PASSED 31-29-0-0-0-0 | |

Comments: Update: On April 2nd, HB 2026 received an unrelated strike-everything amendment and is no longer a concern to CSA.

3/15 Staff explained the League of Cities and Towns is pushing for an amendment that only allows an individual to initiate a suit if the CAO or AG rules no election influencing was done by the political subdivision, or if the CAO or AG fails to act on a claim by an individual within 120 days. The amendment further clarified that the use of a public facility for a political purpose is not influencing elections and that in the event the courts rule that no violation occurred, the individual that brought the accusation is responsible for court costs. Staff recommended the Board maintain the position of opposition and stated they will be reaching out Senators individually to ask them to oppose the bill.

1/25: Staff explained that the bill would allow residents to sue an employee of a city, town, county, school district, or charter school for using resources to influence an election. Staff explained that they feel that there are current remedies in place to address this problem. The LPC moved to OPPOSE the bill.

Summary: Allows any resident of a jurisdiction that is alleged to have used county, municipal, school district or charter school resources or employees to influence elections is authorized to initiate a suit in the superior court for the purpose of enforcing compliance. Civil penalties paid for violations must be paid to the Attorney General or County Attorney in actions filed by those officers, and must be paid to the resident in an action filed by a resident.

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| HB2052 | juveniles; detention centers; dangerous offenses | | | | 1st Read: 01/22 JUD 01/30 - HELD RULES None | | SPONSORS: ALLEN J 2nd Read: 01/23 | |
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Comments: 1/25: Staff advised the bill would allow the court to determine if a juvenile should be held in a juvenile detention facility or in a sight and sound section of an adult jail, even if they are charged with a dangerous offense. The LPC discussed why a juvenile charged with a dangerous offense should be allowed in a juvenile detention facility, noting this would give judges the ability to make a determination based on the facts of the case the most appropriate place to for a juvenile to be housed. The LPC took a position of SUPPORT

Summary: Permits the court to order juveniles charged with a dangerous offense be detained in a juvenile detention facility. Current law requires this population be held in an adult jail.

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House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2062 | juvenile disposition; probation terms; notice 1st Read: 02/25 JUD None RULES None | | 2nd Read: 02/26 | | 1st Read: 01/22 JUD 01/30 - DP 10-0-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12 | 02/14 - DPA | SPONSORS: ALLEN J 2nd Read: 01/23 02/14 - PASSED 60-0-0-0-0-0 | |
| <p>Comments: 2/1: Staff gave an overview of the bill noting this would give the courts flexibility to determine when the best course of action of a juvenile that violates their probation based on the individual situation. The LPC voted to SUPPORT the bill. Summary: Gives the court the ability to determine when a juvenile who is 14 years of age or older and is adjudicated as a repeat felony juvenile offender, should be placed on intensive probation. Juveniles on probation for an offense involving spirituous liquor or a drug violation and the juvenile violates probation by consuming spirituous liquor or drug use, the court may determine if probation should be revoked and if additional probation conditions should be established.</p> | | | | | | | | |
| HB2072 | civil forfeiture; criminal conviction | | | | 1st Read: 01/30 JUD None RULES None | | SPONSORS: FILLMORE 2nd Read: 01/31 | |
| <p>Comments: 2/1: Staff noted that back in 2017 (HB2477) there was major reform on the Racketeering Influenced and Corrupt Organizations Act this would make significant changes to the existing processes. The LPC did not take a position.</p> | | | | | | | | |
| <p>Summary: This bill would make significant changes to civil forfeiture including establishing that a claimant's interest in property is exempt from forfeiture and the burden of establishing that the claimant's property should be forfeited is on the state, instead of on the claimant. Allows anyone who has property seized through forfeiture (defendant or any other person who has an ownership interest in the property) to request a hearing to determine the validity of the seizure.</p> | | | | | | | | |
| HB2079 | county officials; salaries | | | | 1st Read: 01/22 GOV 02/07 - DPA 8-2-0-1-0-0 RULES None | | SPONSORS: KAVANAGH 2nd Read: 01/23 | |
| <p>Comments: 1/25: Staff explained the bill noting that from the feedback we have received, counties differ on their positions on this proposal. The LPC decided the organization would not take a position to allow counties to weigh in as they see fit.</p> | | | | | | | | |
| <p>Summary: Beginning January 1, 2021, the annual salaries of county supervisors, treasurers, recorders, and school superintendents are increased by 22 percent. Also effective Jan. 1, 2021 the annual salaries of county attorneys and sheriffs are increased by 29 percent. Effective January 1, 2023, the annual salary of the clerk of the superior court is increased 22 percent.</p> | | | | | | | | |

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| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2081 | traumatic event counseling | | | | 1st Read: 01/23 GOV None PS None RULES None | | SPONSORS: BLACKMAN, BIASIUCCI, et al 2nd Read: 01/24 | |
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Comments: 1/25: Staff explained that currently the number of visits to licensed counselors for a peace officer or firefighter with a medical option for 24 additional visits. HB 2081 would increase the additional visits from 24 to 36, for a total of 48 visits. The LPC moved to OPPOSE the bill.

Summary: Currently the number of visits to licensed counselors for a peace officer or firefighter is 12 with a medical option for 24 additional visits. The bill would increase the additional visits from 24 to 36 for a total of 48 visits.

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| HB2108 | real estate signs; cities; counties | | | | 1st Read: 01/28 RA 02/11 - W/D GOV 02/11 - W/D PS 02/20 - DPA/SE 4-3-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25 | 02/27 - RET ON CAL | SPONSORS: GRANTHAM 2nd Read: 01/29 | |
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Comments: 2/8: Staff noted the bill creates a nebulous length of time a real estate sized sign may be up. Taken with the Reed vs. the Town of Gilbert case that prohibiting the regulation of content, this has the potential for permanent signs not related to real estate that counties could not remove unless it there is a safety risk. The LPC voted to OPPOSE the bill.

Summary: Counties and municipalities cannot prohibit an owner of real property or the owner's agent from displaying on the property and/or in an area within a public or private right-of-way a sign advertising that the property is for sale or rent, an open house, the owner or agent's name and contact information, and directions to the property. With the exception of time, place and manner restrictions and regulation based on public health, safety or welfare.

Allows for limited time, place and manner restrictions on signs on open house and directional signs but cannot restrict the type of sign or limit the number of signs that may be displayed at one time within an authorized area.

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| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2148 | syringe service programs; authorization | | | | SPONSORS: RIVERO | | | |
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1st Read: 02/04

2nd Read: 02/05

HHS None

PS None

RULES None

Comments: 2/8: Staff noted this is legislation supported by the LPC last year, but has been double assigned and will have some challenges moving forward. The LPC noted one health director had concerns with the bill, but did not take a position on the bill.

Summary: A municipality, county or nongovernmental organization or any combination of these entities are authorized to establish and operate a needle and hypodermic syringe service program.

The program must have the ability to disposal of used needles, provide access to injection supplies at no cost, and access to kits that contain an opioid antagonist or referrals to programs that provide access to an opioid antagonist.

Provides immunity to an employee, volunteer or participant in the program for possession of a needle, hypodermic syringe or other injection supply item obtained from or returned to a program or possession of a residual amount of a controlled substance contained in a used needle, hypodermic syringe or injection supply item obtained from or returned to a program, if the person claiming immunity provides written verification that the item was obtained from a program.

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| HB2192 | budget cycle; police associations; meeting | | | | SPONSORS: PAYNE | | | |
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1st Read: 01/28

2nd Read: 01/29

PS None

GOV None

RULES None

Comments: 1/25: Staff explained that this bill would require the governing body of a county, city, or town meet with police associations during the budget cycle to discuss how money will be allocated for public safety. The LPC moved to OPPOSE the bill.

Summary: Requires the county boards of supervisors and municipal governing bodies to meet with police associations serving the peace officers of that county or municipality during the budget cycle to discuss the allocations of monies for public safety services.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2231 | nonhealth professions; occupations; regulations | | | | | | | SPONSORS: KERN |
| | | | | | 1st Read: 01/28 | | 2nd Read: 01/29 | |
| | | | | | RA 02/04 - DP 4-3-0-0-0-0 | 02/27 - RET ON CAL | 03/04 - FAILED | |
| | | | | | COM 02/05 - DP 5-4-0-0-0-0 | 02/28 - DPA | 30-29-1-0-0-0 | |
| | | | | | RULES 02/11 - C&P 8-0-0-0-0-0 | | | |
| | | | | | Maj Caucus: 02/12 | | | |
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Comments: 2/8: Staff noted this could make it more challenging for counties to distinguish experience and certification on projects that open the counties up for liability (roads, buildings). The LPC expressed concern for public safety and that it rolls back important standards. The LPC voted to OPPOSE the bill.

Summary: Makes changes to the requirements and criteria for regulating nonhealth professions and establishes the presumption that the public is sufficiently protected from unregulated practice by market competition and private remedies, including third-party or consumer-created ratings. The state may only regulate a profession or occupation if there is credible empirical evidence of substantiated harm that the unregulated practice is a threat to public health, safety or welfare.

For a state agency that administers an occupational regulation, the sunset review report from a committee of reference (COR) is required to include a recommendation that the Legislature repeal the occupational license, convert the license to a less restrictive regulation, or instruct the state agency to seek legislation or adopt rules to reflect the COR's recommendation to impose less restrictive regulations or redefine the scope of practice.

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| HB2243 | political subdivisions; JLAC; shared revenues | | | | | | | SPONSORS: KERN |
| | | | | | 1st Read: 01/28 | | 2nd Read: 01/29 | |
| | | | | | GOV 02/21 - FAILED 1-9-0-0-1-0 | | | |
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Comments: 1/25: Staff explained that the bill would allow the Auditor General to notify JLAC if a political subdivision is not in compliance with the Uniform Expenditure Reporting System. If the county, city, or town does not come in to compliance within 30 days JLAC is required to direct the State Treasurer to withhold the county, city, or town's state shared revenues until they are compliant. The LPC moved to OPPOSE the bill.

Summary: Requires that counties comply with the uniform expenditure reporting system, instructions and forms prescribed by the Auditor General. The Auditor General is authorized to notify the Joint Legislative Audit Committee (JLAC) and the Attorney General if any political subdivision does not comply, and JLAC is required to notify a county or municipality that it is not in compliance and that it has 30 days to comply.

If JLAC determines that the county or municipality has failed to comply within 30 days, JLAC is required to notify the State Treasurer, who is required to withhold and redistribute state shared monies from the county or municipality until the county or municipality complies. The Attorney General is authorized to apply for injunctive relief in any court of competent jurisdiction to prevent any political subdivision or person from violating uniform expenditure reporting requirements.

Senate Information

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| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2245 | mandatory minimum sentences; judicial discretion | | | | 1st Read: 01/28 JUD None RULES None | | SPONSORS: RIVERO, BLACKMAN, et al 2nd Read: 01/29 | |
| Comments: 2/1: Staff noted that this is one of the Criminal Justice Reform bills being worked on through a bipartisan effort and that CSA is seeking feedback from the prosecutors on the language before offering a recommendation. The LPC did not take a position. Summary: Authorizes the courts to impose a shorter prison sentence or suspend the sentence and offer probation if the court determines the mandatory prison sentence would result in an injustice to the defendant and is not necessary for the protection of the public. Does not apply to a conviction involving a death or serious physical injury; sexual offense or if the defendant is engaged in a criminal enterprise. Requires the Administrative Office of the Courts to annually report to the Arizona Criminal Justice Commission (Commission) on each case in which the court departed from a mandatory prison sentence, and the Commission is required to annually determine the cost savings realized as a result. | | | | | | | | |
| HB2257 | civil liability; gun-free zones | | | | 1st Read: 05/01 RULES None | | SPONSORS: THORPE | |
| Comments: 2/8: Staff noted the bill had not yet been assigned to committee and we will bring the bill back if it starts moving. The LPC did not take a position on the bill. | | | | | | | | |
| Summary: A person, organization or entity or an agency, commission, board or political subdivision of the state that establishes a "gun-free zone" (defined) is liable for any damages claimed by a person who was harmed by criminal conduct in the gun-free zone if a reasonable person would believe that possession of a firearm could have helped the person defend against the criminal conduct. The court is authorized to award treble damages to the person who was harmed if the criminal conduct is found to be a terrorist attack or the person harmed is disabled, a member of a minority group, under 16 years of age or over 65 years of age at the time of the criminal conduct. | | | | | | | | |
| HB2319 | HURF transfers; highway patrol; repeal 1st Read: 03/04 APPROP 04/02 - HELD RULES None | | 2nd Read: 03/05 | | 1st Read: 01/30 TRANS 02/06 - DP 5-0-0-0-2-0 APPROP 02/13 - DP 10-0-0-0-1-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19 | CON CAL - 02/18 Object: No | SPONSORS: CAMPBELL, BIASIUCCI, et al 2nd Read: 01/31 02/27 - PASSED 59-0-1-0-0-0 | |
| Comments: 1/25: Staff explained that this bill would remove the statutory requirement that ADOT annually transfer \$10M from HURF to the Department of Public Safety. The LPC moved to SUPPORT the bill. | | | | | | | | |
| Summary: Repeals statute requiring the Department of Transportation to allocate and transfer \$10 million from revenues of the Arizona Highway User Revenue Fund (HURF) to the Department of Public Safety for funding a portion of highway patrol costs. | | | | | | | | |

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| HB2320 | highway safety fee; reduction 1st Read: 03/12 RULES None | | 2nd Read: 03/13 | | 1st Read: 01/29 TRANS 02/06 - DP 6-0-0-0-1-0 RULES 02/11 - C&P 8-0-0-0-0-0 | 02/14 - RET ON CAL 02/27 - DP | SPONSORS: CAMPBELL, BARTO, et al 2nd Read: 01/30 03/11 - PASSED 57-3-0-0-0-0 | |
| | | | | | Maj Caucus: 02/12 Min Caucus: 02/12 | | | |

Comments: 3/15: Staff explained that the bill died on the House floor, but was reconsidered and an amendment was adopted that provides a one-time \$47 million GF appropriation to the Highway Patrol Fund. Staff expressed concern that the amendment only provided a one-time fix to the problem and left the counties open to further HURF sweeps in the future.

1/25: Staff explained this was provided for information purposes only. The bill would cap the highway safety fee at \$18, CSA estimates that this would cover the FY18 HURF shift to DPS of \$99 million. The state General Fund would see an impact, since the established fee revenues are included in both the governor's budget and the JLBC baseline. 2/8: Staff described the bill and noted that any reduction in the fee would not fully fund DPS's highway patrol budget and the governor's opposition to any modification of the fee. The LPC also discussed the growing legislative support to repeal the highway safety fee. The LPC voted to OPPOSE this bill.

Summary: Caps the highway safety fee at \$18. The highway safety fee is no longer required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year.

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| HB2449 | adequate water supply; county review | | | | 1st Read: 02/07 NREW None RULES None | | SPONSORS: GRIFFIN 2nd Read: 02/11 | |
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Comments: 2/8: Staff explained that various versions of this bill have been dropped in recent years, but has always failed by one of the Chambers or vetoed by the Governor. In last year's version, CSA did not take a position. The LPC did not take a position.

Summary: For a county that is not in an Active Management Area, the county board of supervisors is required to review the provision for adequate water supply for a subdivision and after review may by unanimous vote at a public meeting not to readopt the provision. The review is required to occur not more than 5 years after the effective date of this legislation and every 5 to 10 years thereafter. If the board does not vote unanimously not to readopt the provision, the provision remains in effect. If the board votes unanimously not to readopt the provision, the provision has no further force if a list of specified conditions apply at the time of the vote. The board is required to give written notice of any vote not to readopt the provision to the Director of the Department of Water Resources, the Director of the Department of Environmental Quality and the State Real Estate Commissioner.

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| HB2460 | PTSD; workers' compensation; presumption | | | | | | | SPONSORS: TOWNSEND |
| | | | | | 1st Read: 05/06 | | | |
| | | | | | RULES None | | | |

Comments: 1/25: Staff explained that this bill would make posttraumatic stress disorder an occupational disease for peace officers and firefighters. The LPC moved to OPPOSE the bill.

Summary: Makes posttraumatic stress disorder is presumed to be an occupational disease for peace officers and firefighters.

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| HB2515 | mobile home parks; abandonment | | | | | | | SPONSORS: BIASIUCCI |
| | | | | | 1st Read: 02/05 | | 2nd Read: 02/06 | |
| | | | | | COM 02/19 - DPA/SE 5-4-0-0-0-0 | | | |
| | | | | | GOV 02/21 - DP 6-2-0-2-1-0 | | | |
| | | | | | RULES None | | | |

Comments: 3/8: Staff explained that feedback from county planning and zoning outlined a number of concerns with having the inability to have an entity to cite for a violation in a mobile home park. The LPC voted to OPPOSE the bill.

The S/E prohibits a code enforcement agency from citing a mobile home park owner to correct a violation of a mobile home unless the mobile home park owner is also the owner of record on the mobile home.

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| HB2520 | property tax; fallowed property; classification | | | | | | | SPONSORS: FINCHEM, BLACKMAN, et al |
| | | | | | 1st Read: 02/04 | | 2nd Read: 02/05 | |
| | | | | | WM None | | | |
| | | | | | LAG None | | | |
| | | | | | RULES None | | | |

Comments: 2/8: Staff explained that this bill was meant to address the issue with the potentially fallowed land in Pinal County as a result of the Drought Contingency Plan. Staff also noted that the language in the bill is very broad and may lead to other properties across the state being classified under this new classification. The LPC voted to OPPOSE the bill.

Summary: Establishes a new class for property tax purposes (Class 10). Class 10 consists of real property and improvements to real property that are subject to a fallowing agreement with the Department of Agriculture or a political subdivision that requires the real property to be fallowed for a period of at least 5 years and that has been classified as class 2 for agricultural purposes for at least 10 years before the agreement. The assessed valuation of class 10 property is 10 percent of its full cash value or limited valuation.

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| HB2521 | carrying of firearms; constables | | | | | | SPONSORS: ROBERTS, BARTO, et al | |
| | | | | | 1st Read: 01/28 | | 2nd Read: 01/29 | |
| | | | | | PS 02/06 - DPA 4-3-0-0-0-0 | 02/27 - RET ON CAL | | |
| | | | | | RULES 02/18 - C&P 8-0-0-0-0-0 | | | |
| | | | | | Maj Caucus: 02/19 | | | |
| | | | | | Min Caucus: 02/19 | | | |

Comments: 2/8: Staff explained the concerns that county stakeholders have expressed and described the actions taken in House Public Safety this week, as the bill passed out. Staff also explained what the proponents of the bill have expressed is the nexus for the bill and that there are ongoing discussions between the two sides. The LPC voted to OPPOSE the bill.

2/1: Staff noted this was a late agenda item and we cannot take a position until next week, but there are concerns that this bill may expose the counties to liability due to any constables that would no longer be insurable.

Summary: Authorizes a constable, while on or off duty, to carry a firearm if the constable 1) is AZPOST certified; or 2) completes firearms training, undergoes a psychological exam and either possesses a concealed weapon permit or completes an AZPOST approved background check.

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| HB2536 | fuel; electric cars; hybrids; taxes | | | | | | SPONSORS: CAMPBELL, ANDRADE, et al | |
| | | | | | 1st Read: 02/04 | | 2nd Read: 02/05 | |
| | | | | | TRANS 02/06 - DPA 6-0-0-0-1-0 | | | |
| | | | | | WM 02/20 - DPA 7-3-0-0-0-0 | | | |
| | | | | | RULES None | | | |

Comments: 3/8: Staff noted that the amendment from the ways and means committee reduced the estimated increase in available revenues from \$1B annually to approximately \$6M annually. However, maintain the in-lieu gas tax for alternative fuel vehicles will protect HURF revenues as more alternative fuel vehicles are purchased. The LPC took no action on this item. 2/1: Staff noted that proposed rates for natural gas, propane, electric and hybrid vehicles are meant to capture the same amount of revenue as a vehicle powered by gasoline or diesel. All of the additional revenues in the legislation would be deposited into HURF and distributed via the statutory distribution method. The LPC noted that counties have been fighting a long time to put more money into roads and this is a comprehensive approach. The LPC moved to SUPPORT the bill.

Summary:

As Amended by House Ways & Means: Removes the increase in motor vehicle and use fuel taxes. Maintains the creation of a per gasoline gallon equivalent tax for natural gas and propane and an annual "in-lieu gas tax" for all electric and hybrid vehicles, at an amount equal to the current applicable gas or use tax.

Original Bill: The tax on motor vehicle fuel is increased to 28 cents per gallon in FY20, 38 cents per gallon in FY21, and 43 cents per gallon in FY22, from 18 cents per gallon. Imposes a tax on natural gas used in the propulsion of any vehicle at a rate of 19 cents per gallon in FY20, 25 cents per gallon in FY21, and 28 cents per gallon in FY22. Imposes a tax on propane used in the propulsion of any vehicle at a rate of 23 cents per gallon in FY20, 30 cents per gallon in FY21, and 34 cents per gallon in FY22. Imposes use fuel taxes on natural gas and propane used in the propulsion of a light class motor vehicle, and establishes use fuel tax rates. Imposes a tax on a vehicle that accesses a street or highway and that is propelled by electricity of \$130 per year for FY20, \$175 per year for FY21, and \$198 per year for FY22. Imposes a tax on a vehicle that accesses a street or highway and that is propelled by a combination of electricity and other fuels of \$52 per year for FY20, \$70 per year for FY21, and \$80 per year for FY22. For FY23 and each year after, each of these tax rates is required to be adjusted for inflation. Prop. 108 applies.

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| HB2549 | VLT; alternative fuel classification; repeal | | | | SPONSORS: BIASIUCCI, BLACKMAN, et al | | | |
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1st Read: 02/05

2nd Read: 02/06

TRANS 02/13 - DP
4-1-0-2-0-0

WM 02/20 - DPA/SE
9-1-0-0-0-0

RULES None

Comments: 3/8: Staff explained that this bill was amended to mirror SB 1332. The LPC took no action on this item.

2/8: Staff explained that this bill was for information only and that the repeal of the separate VLT statutes would generate a significant amount of new VLT revenue. The LPC took no action on this item.

Summary:

As Amended by House Ways & Means: Amended to be identical to SB 1332, as amended by Senate Transportation.

Original Bill: Repeals the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels. Under current law, alt. fuel vehicles are assessed at 1% of their value, and traditional vehicles are assessed at 60% of their value.

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| HB2614 | elderly homeowners; class six property | | | | SPONSORS: THORPE | | | |
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1st Read: 02/12

2nd Read: 02/13

WM None

RULES None

Comments: 2/15 staff explained the potential financial impact of the bill and that this bill has come up in previous sessions, but has not made it all the way through the process. The LPC decided not take a position on the bill.

Summary: Classifies property owned by an individual qualified for the senior valuation freeze program as Class 6, if the value of the property is less than \$600,000 and the property is the owner's primary residence.

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| HB2734 | TPT; contractors; reform NOW: prime contracting; study committee | | | | | | | SPONSORS: COBB |
| | | | | | 1st Read: 02/13 WM 02/20 - DPA/SE 10-0-0-0-0-0 RULES 02/25 - C&P 8-0-0-0-0-0 | 02/27 - DPA | 2nd Read: 02/14 02/28 - PASSED 60-0-0-0-0-0 | |
| | | | | | Maj Caucus: 02/26 Min Caucus: 02/26 | | | |
| | <p>Comments: 2/15 Staff noted that this is identical to a bill run in 2017. The bill would move almost everything that was previously taxed under prime contracting to be taxed at point of sale. There is potential for some counties to be unintentionally hurt because of a large variance in the amount of point of sale business vs. construction business from county to county. Staff is monitoring the bill and noted it may not have legs to move through the process. The LPC did not take action on the bill. Update: A strike everything amendment made prime contracting reform a study committee.</p> <p>Summary: Repeals the Prime Contracting TPT Classification and establishes the Highway, Street and Bridge Classification and the Manufactured Building Classification. Everything not taxed under the two new classes that were taxed under Prime Contracting would be taxed at point of sale. Creates a municipal revenue sharing pool that collects 4% of prime contracting revenues from each city, to be allocated out to each city based on that city's percentage of construction permits.</p> | | | | | | | |
| HCR2023 | constitutional property tax exemptions | | | | | | | SPONSORS: BIASIUCCI, CARROLL, et al |
| | | | | | 1st Read: 02/05 WM None RULES None | | 2nd Read: 02/06 | |
| | <p>Comments: 2/15 Staff explained this is an AACo bill brought forward to address issues with conflicting constitutional provisions that have impacted the ability of disabled, honorably discharged veterans to receive a property tax exemption. The LPC voted to SUPPORT the bill.</p> <p>Summary: Puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall.</p> <p>Coincides with HB 2551, which makes necessary statutory changes, enacted conditionally upon the voters approving this HCR.</p> | | | | | | | |
| SB1032 | on-site early voting; identification required | | | | | | | SPONSORS: UGENTI-RITA |
| | 1st Read: 01/14 JUD None RULES None | | 2nd Read: 01/15 | | | | | |
| | <p>Comments: 1/17 Staff explained the bill would require all early voting locations to check ID prior to providing a ballot. Today when at an early voting location the signature is verified. Staff indicated the review was for informational purposes, pending feedback from election officials.</p> <p>Summary: Requires on-site early voting locations to require each elector to present and confirm identification as prescribed by statute before receiving a ballot.</p> | | | | | | | |

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| SB1046 | early voting list; mailing ballot 1st Read: 01/14 JUD 01/24 - DPA 4-3-0-0-0-0 RULES 01/28 - PFC Rep Caucus: 01/29 Dem Caucus: 01/29 | 02/06 - DPA | 2nd Read: 01/15 | | | | | |
| | | | | | SPONSORS: UGENTI-RITA | | | |
| <p>Comments: 1/17 Staff explained the bill and indicated the review was for informational purposes today, pending feedback from election officials. The Board discussed some of the concerns with the bill, potential unintended consequences and the need to ensure timeliness in our elections.</p> <p>Summary: Requires all electors on Permanent Early Voting List (PEVL) to return an early ballot by mail and prohibits on-site drop off at an early voting location or in person on Election Day. An elector on PEVL that does not mail in the early ballot may vote a provisional ballot in person on Election Day at that elector's designated polling location.</p> | | | | | | | | |
| SB1135 | public records; responses 1st Read: 01/22 GOV None RULES None | | 2nd Read: 01/23 | | | | | |
| | | | | | SPONSORS: BOWIE, JERMAINE, et al | | | |
| <p>Comments: 2/1: Staff noted there have been concerns with the 10 day time frame and if it starts moving staff will reengage for a formal position.</p> <p>Establishes at least 10 business days must pass before a request is considered denied for failure to respond promptly to a request for a public record. Establishes that a response may include: 1) record in the form request; 2) notification that the request is under review; 3) notification of denial; and 4) notification that the record is not maintained and where the information may be found.</p> | | | | | | | | |
| SB1164 | ombudsman-citizens aide; executive session; access 1st Read: 01/23 GOV 02/04 - DP 7-0-0-0-0-0 RULES 02/11 - PFC Rep Caucus: 02/12 Dem Caucus: 02/12 | CON CAL - 02/11 Object: No | 2nd Read: 01/24 02/14 - PASSED 29-0-1-0-0-0 | | | | | |
| | | | | | SPONSORS: FARNSWORTH D. (16), CONTRERAS, et al | | | |
| <p>Comments: 2/8: Staff described that the Ombudsman-Citizens Aide's office explained in the Senate Government committee that they view this as an authority they already have, but want it affirmed. Staff also mentioned there have been some concerns raised about this bill but they would continue to follow the issue. The LPC did not take a position.</p> <p>Summary: Authorizes the The Obmudsman-Citizens Aide to access minutes and discussions made during executive session of a public body, when investigating alleged violations of public meeting law.</p> | | | | | | | | |
| | | | | | <p>1st Read: 02/26 GOV 03/14 - DP 11-0-0-0-0-0 RULES 03/25 - C&P 7-0-0-0-1-0 Maj Caucus: 03/26 Min Caucus: 03/26</p> <p>2nd Read: 02/27 04/23 - PASSED 57-2-1-0-0-0</p> <p>Transmitted to Governor: 04/24 Vetoed: 04/30</p> | | | |

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| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
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| SB1165 | prohibition; texting while driving NOW: texting while driving; prohibition 1st Read: 01/23 TPS 02/20 - DPA/SE 7-1-0-0-0-0 RULES 02/25 - PFC | 03/04 - DPA | 2nd Read: 01/24 03/04 - PASSED 20-10-0-0-0-0 | | 1st Read: 03/05 TRANS 03/13 - DPA 5-1-0-1-0-0 RULES 04/08 - C&P 7-1-0-0-0-0 | 04/18 - DPA | 2nd Read: 03/06 04/18 - FAILED 24-36-0-0-0-0 | |
| Rep Caucus: 02/26 Dem Caucus: 02/26 | | | | | SPONSORS: BROPHY MCGEE, BRADLEY, et al Maj Caucus: 04/09 Min Caucus: 04/09 | | | |
| <p>Comments: 2/8: Staff explained the bill noting it aligns with the December Distracted Driving Resolution passed by the Board. There will be two bills running concurrently, HB 2531 will be amended with the same language and run through the House. The LPC voted to SUPPORT the bill. Update: HB 2318 passed and was signed by the Governor with almost identical language.</p> <p>Summary: Requires anyone (with limited exceptions) operating a motor vehicle from using a handheld portable wireless communication device unless the vehicle is stopped or parked. Allows for the device to be mounted in the vehicle so the driver may tap or swipe to operate the device.</p> <p>Makes the violation a primary petty offense. Fines for a violation are at least \$75 but not more than \$149 for the 1st violation and \$150 but not more than \$250 for a 2nd offense.</p> | | | | | | | | |
| SB1203 | axle fees; commercial vehicles; repeal 1st Read: 01/28 TPS 02/06 - DP 7-1-0-0-0-0 APPROP None RULES None | | 2nd Read: 01/29 | | | | | SPONSORS: LIVINGSTON |

Comments: 2/8: Staff explained that this bill would be removing a fee that has the potential to fund transportation infrastructure along the Arizona-Mexico border, and was backed by Santa Cruz County during the 2018 legislative session. The LPC voted to OPPOSE the bill.

Summary: Repeals statute authorizing the Department of Transportation to establish axle fees on nonresidents operating a foreign vehicle or foreign vehicle combination that enters Arizona by crossing the border between Arizona and Mexico in the furtherance of a commercial enterprise.

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| SB1285 | construction contracts; public works; payments 1st Read: 01/30 GOV 02/11 - DP 7-0-0-0-0-0 RULES 02/18 - PFC | CON CAL - 02/18 Object: Yes 02/25 - DPA | 2nd Read: 01/31 02/27 - PASSED 30-0-0-0-0-0 | | 1st Read: 03/05 COM 03/12 - DPA 9-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0 | 03/21 - RET ON CAL 04/03 - RET ON CAL | | SPONSORS: BORRELLI, FANN 2nd Read: 03/06 |
| | Rep Caucus: 02/19 Dem Caucus: 02/19 | | | | Maj Caucus: 03/19 Min Caucus: 03/19 | | | |

Comments: 3/29: Staff noted that feedback has been provided to the subcontractors and we are waiting to hear if they are willing to make any changes and encouraged Supervisors to share their concerns with the bill as drafted. 3/15 Staff shared that an amendment was added to restore counties ability to retain up to 10% of progress payments instead of 5% and we are working on getting an amendment for the floor to address our other issues. 2/21 Staff explained the bill noting some of the concerns that have come up are reduction in the progress payments being withheld, lack of clarity in the payment structure to the subcontractor, and reduce the counties ability to have the prime hold the subcontractor accountable for the workman ship. The Board noted that the construction business has a lot of protracted legal issues and it is something we don't want to get caught in the middle. The Board voted to OPPOSE the bill and seek amendments.

Summary: The bill changes the payment and complaint process requirements on public construction contracts. Some of the changes include 1) modifying the amount withheld from the progress payments until completion from 10 percent to 5 percent; 2) giving both the contractor and subcontractor ability to require progress payments from the county; and 3) requires the county to specify the reason for not approving a progress payments.

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| SB1292 | misconduct involving weapons; classification 1st Read: 01/30 JUD 02/21 - DP 4-3-0-0-0-0 RULES 02/27 - PFC | 03/05 - RETAINED 03/11 - RETAINED | 2nd Read: 01/31 | | | | | SPONSORS: GOWAN |
| | Rep Caucus: 02/27 Dem Caucus: 02/27 | | | | | | | |

Comments: 2/8: Staff noted the police organizations and current feedback from Sheriff's note that they are opposed to the reducing the penalty as it strips away counties ability to keep our buildings safe. The LPC noted they are opposed to the idea of the bill but did not take a position.

Summary: The classification for misconduct involving weapons for entering any public establishment or attending any public event and carrying a deadly weapon after a reasonable request by the operator of the establishment or sponsor of the event to remove the weapon and pace it in temporary secure storage is reduced to a petty offense, from a class 1 (highest) misdemeanor. The classification for misconduct involving weapons for entering an election polling place on election day carrying a deadly weapon is reduced to a class 3 (lowest) misdemeanor, from a class 1 (highest) misdemeanor.

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| SB1444 | state lake improvement fund; counties 1st Read: 02/05 APPROP 02/12 - DP 6-3-0-0-0-0 RULES 02/18 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19 | CON CAL - 02/18 Object: Yes 02/28 - DP | 2nd Read: 02/06 03/04 - PASSED 17-13-0-0-0-0 | | 1st Read: 03/14 GOV 03/28 - FAILED 3-8-0-0-0-0 RULES None | | 2nd Read: 03/18 | SPONSORS: BORRELLI |

Comments: 3/29: Staff explained the strike-everything amendment to SB 1444 was killed by the House Government Committee 3-8 and urged Supervisors to reach out to the legislators on the committee that voted no and thank them for their support.

Strike-everything amendment brings in language from HB 2001, which requires a board of supervisors to accept, without interference, all federal grant, award or other monies intended to supplement the approved budget of a law enforcement or prosecution agency.

3/15 HB 2001: Staff noted, thanks to support from the Supervisors in getting Legislators and Sheriffs to oppose, the bill did not receive an Appropriations Committee hearing and is therefore dead. Staff will continue to monitor legislation to make sure the issue doesn't pop up once again in some form.

1/17 HB 2001: Staff explained the bill substantially erodes the Board's ability to provide proper oversight of public dollars. The Board voted to OPPOSE the bill.

2/15 staff provided the bill for information only and explained the majority of the State Lake Improvement Fund (SLIF) revenues come from a percentage of the gas tax and 15 percent of watercraft license fees. The LPC noted additional details would be needed before weighing in on the bill. In addition there was discussion on impact to rural counties who have a large number of out of town visitors at their lakes without corresponding gas purchases. The LPC did not take a position on the bill.

Summary: The Arizona State Parks Board is required to separately account for monies that are collected in each county and distributed in the SLIF. The Board is required to distribute SLIF monies to each county on a quarterly basis in an amount that corresponds to the monies collected in that county. Counties are required to use the SLIF monies for a list of specified purposes.

Senate Information

House Information

| Bills | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes | Committee Actions | COW Action | 3rd Read & Votes | Final Read & Votes |
|--------|---|------------|------------------|--------------------|-------------------|------------|------------------|-----------------------|
| SB1460 | TPT; digital goods and services 1st Read: 02/11 FIN 02/13 - DPA 6-4-0-0-0-0 RULES 02/25 - PFC Rep Caucus: 03/12 Dem Caucus: 03/12 | | 2nd Read: 02/12 | | | | | SPONSORS: UGENTI-RITA |

Comments: 3/15: Staff noted that the idea of an amendment that satisfied our concerns was rejected by the bill proponents, with no current communication going on between both sides, thus holding up the bill. Staff also explained that the Senate President has stated she will not put the bill up for a vote without confirmation that the bill has the votes to pass. It seems unlikely at this time that 16 supporting votes exist and staff will continue to speak with the concerned Senators to ensure they do not support the bill in its current form.

3/8: Staff explained that conversations had been taking place with ATRA and the League in understanding the impacts of the bill and seeking to ease concerns. Staff noted one of the biggest concerns with the bill is that the new tax classification is not structured in a traditional TPT model and states only two things are taxable, while everything else is not taxable in the bill. This is opposite of the traditional manner in which all things are taxable, unless specifically exempted. Staff explained ATRA was unwilling to address this issue, but that there was potentially an amendment coming to fruition in the Senate that would address our concerns. The LPC voted to OPPOSE the bill in its current form, but left open the ability for staff to advocate from a neutral position if Senate Leadership supports the proposed amendment.

2/8: Staff explained that due to advances in technology, things that were once taxable in tangible form are now in an electronic format and there are differing opinions on how they should be taxed. The bill also attempts to draw a line between what is a good and what is a service. Staff reminded the committee that CSA took a position of opposition to this bill in 2018, but that this version was slightly different. The LPC did not take a position.

Summary: Excludes the sale, lease, licensing, purchase or use of "digital services" from TPT and use tax. Establishes the digital goods classification of TPT, comprised of the business of selling, leasing or licensing the use of "prewritten computer software" or providing "specified digital goods". Establishes a list of exemptions from the digital goods classification. Levies an excise tax on using or consuming prewritten computer software and specified digital goods in Arizona as a percentage of the acquisition price, which applies to any purchaser that purchases these items for resale but that subsequently uses or consumes the items. Describes how prewritten computer software and specified digital goods are sourced.

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| SB1519 | flood control districts; procedures 1st Read: 02/06 WAG 02/21 - DPA 4-3-0-0-0-0 RULES None | | 2nd Read: 02/07 | | | | | SPONSORS: KERR |
|--------|--|--|-----------------|--|--|--|--|----------------|

Comments: 2/15 Staff explained some of the concerns with the bill including restricting a flood control district's ability to consider the impact to adjacent private property, the impact to federal flood insurance rates, and rule-making requirements. The LPC expressed their concern with the legislation noting it would increase costs and create havoc. The LPC voted to OPPOSE the bill.

Summary: Makes significant changes to a flood control districts ability to restrict extraction of aggregate, floodplain use permits, rule making procedures, substantive policy statements and licensing time frames.