Cochise County
Board of Supervisors

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

PEGGY JUDD
Chairman
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, June 11, 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 21, 2019.

County Attorney

2. Approve the proposed settlement of the Small Tax Appeal in Angela M. Rockefeller & James A. Purvis v. Cochise County, ST2018-000147, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Elections

3. Approve the appointment of 2 Democrat Precinct Committeemen and 18 Republican Precinct Committeemen by recommendation of their Cochise County Party Chairmen to serve through the October 1, 2020 term.

Finance

4. Approve demands and budget amendments for operating transfers.

Information Technology

5. Approve the partial assignment of the old Mule Mountain Communication Site between the Arizona Department of Public Safety and Cochise County, in the amount of $1,000 to process the transfer, effective June 1, 2019.

Juvenile Probation

6. Adopt Resolution 19-11 to approve Fiscal Year 2019-2020 Family Counseling funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2019 through June 30, 2020, in the amount of $12,584 and the required $3,146 matching funds as budgeted in the general fund budget submitted by Juvenile Probation.

Procurement

7. Approve Agreement with Armstrong Consultant, Inc. to provide professional engineering services for the Bisbee-Douglas International Airport rehabilitate runway lighting project, in the amount of $73,710, effective June 11, 2019.

Public Defender

8. Approve Funding Agreement with the Arizona Supreme Court for Public Defender Training Funds in the amount of $3,600 effective July 1, 2019 through June 30, 2020.

PUBLIC HEARINGS

Board of Supervisors

9. Approve a Location/Owner Transfer Liquor License application for a series #6 (Bar) license submitted by Mr. Edward Martin Fee for Sierra Vista Wedding and Events, located at 6398 S. Hwy 92, Hereford, AZ 85615.

10. Approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Brian Keith Russell for Woods Bay Winery, located at 4920 E. Chambers Road in Pearce, AZ 85643.

11. Approve a Location/Owner Transfer Liquor License application for a series #7 (Beer and Wine Bar) license submitted by Ms. Sharon Marie Kidd for Family In and Out, located at 3854 W. Country Lane, Mc Neal, Arizona 85617.

Community Development

12. Adopt Zoning Ordinance 19-04 to approve Dockets CP-19-01 & Z-19-01 (Skalak) to amend the Comprehensive Plan Designation from Enterprise to Neighborhood Conservation and amend the zoning from GB General Business and SR-12 Single-Household Residential; one dwelling per 12,000 square feet to MR-1 Multiple-Household Residential; one dwelling per 3,600 square feet.

ACTION

County Treasurer

13. Approve a five year contract #19-40-TRE-01 between JP Morgan Chase Bank and the Cochise County Treasurer for banking services, effective July 1, 2019 through June 30, 2022.

Health & Social Services

14. Approve a five year lease contract 19-2-HEA-02 between Cochise County and CorrecTek for an electronic medical records system for Jail Detention Medical Services, in an aggregate amount not to exceed $154,240, effective June 11, 2019.

15. Approve contract amendment No.107-19-1 between SouthEastern Arizona Governments Organization (SEAGO) and Cochise County Health and Social Services for Case Management services, in the amount of $195,000, effective July 1, 2018 through June 30, 2019.

Legal Advocate

16. Approve Funding Agreement with Arizona Supreme Court for Public Defender Training Funds in the amount of $3,600 for the Legal Advocate Department for July 1, 2019 through June 30, 2020.

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.

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

Consent 1.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	06/11/2019		
Minutes			
Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
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 21, 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

Minutes
Demands

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, May 21, 2019

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, May 21, 2019 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present:	Peggy Judd, Chairman; Thomas E. Borer, Supervisor; Ann English, Vice-Chairman
Staff Present:	Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Kim Lemons, Deputy Clerk of the Board; Amanda Baillie, Public Information Officer

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

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

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.

Ms. Elizabeth Lopez, citizen, spoke regarding her support for the Arizona Game and Fish Commission's resolution opposing wildlife killing contests.

Ms. Christie Brown, citizen, voiced her support for the same resolution and submitted a brochure that outlines climate change in the Southwest.

Mr. Tom Crosby, spoke about the pension liability and submitted a handout about publication of minutes.

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.

   Vice-Chairman English moved to approve items 1-5 on the consent agenda. Supervisor Borer seconded the motion and it carried unanimously.

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.

   Mr. Eric Silverberg, Court Administrator, presented this item. Mr. Silverberg stated this item is to approve the replacement of current locks and converting the existing network of cameras from analog to digital, therein increasing the area the cameras will cover.

   Supervisor Borer made a motion to approve a 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. Vice-Chairman English seconded the motion.

   Chairman Judd called for the vote and it carried, 3-0.

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.

   Vice-Chairman English gave an update on legislative matters.

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

Mr. Gilligan introduced Jennifer Graeme, Associate HR Director and welcomed her to the County.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Supervisor Borer cautioned drivers to be mindful of the chipseal projects currently underway in Sierra Vista.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd spoke of the Western Regional Conference she recently attended and the Willcox Wine Festival.

Chairman Judd adjourned the meeting at 10:28 a.m.

APPROVED:

_____
Peggy Judd, Chairman

ATTEST:

_____
Kim Lemons, Deputy Clerk of the Board

Demands 5/21/2019
Date Range 05/03/19-05/16/19
Warrant Range 33401-33712

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33401	05/08/2019	A Check America	2200 - Human Resources	100 General Fund	120.50
33402	05/08/2019	A+ Language Services	1300 - Public Defender	100 General Fund	350.00
33403	05/08/2019	Aerial Solutions II LLC	3000 - Sheriff	211 Private Donor	87,474.68
33404	05/08/2019	Always on Time	1350 - Legal Defender	100 General Fund	309.72
33405	05/08/2019	Amazon.com LLC	8000 - County Library District	171 County Library	122.33
33405	05/08/2019	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	72.91
33405	05/08/2019	Amazon.com LLC	8000 - County Library District	182 CFSA-Troller Fund	183.57
33406	05/08/2019	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Management	60.00
33406	05/08/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	296.00
33407	05/08/2019	Arizona Justice Conference Regisistration (AAOC)	0920 - Justice Court 2	100 General Fund	190.00
33408	05/08/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	647.76
33409	05/08/2019	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	1,543.77
33410	05/08/2019	Axon Enterprise, Inc.	3000 - Sheriff	570 GIITEM	144,510.74
33411	05/08/2019	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	189.74
33412	05/08/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	179.94
33412	05/08/2019	Baker & Taylor, LLC	8000 - County Library District	182 CFSA-Troller Fund	78.45
33413	05/08/2019	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	1,219.84
33414	05/08/2019	BI Incorporated	1200 - Juvenile Court Services	555 Juvenile Treatment Svcs	678.78
33415	05/08/2019	Bingham Equipment Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	65.81
33416	05/08/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	159.93
33417	05/08/2019	BookPage	8000 - County Library District	171 County Library	30.00
33418	05/08/2019	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	90.96
33419	05/08/2019	Bug-Wiser Exterminating, Inc.	4010 - Highway Dept Administration	251 Highway Fund	35.00
33420	05/08/2019	Bureau of Vital Records	5000 - Health Dept	100 General Fund	7,273.80
33421	05/08/2019	Butler, Steven R	0100 - Board of Supervisors	100 General Fund	67.74
33422	05/08/2019	CEMEX Construction Materials South, LLC	4010 - Highway Dept Administration	251 Highway Fund	1,004.16
33423	05/08/2019	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	24.79
33424	05/08/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	3,171.18
33425	05/08/2019	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	65.24
33425	05/08/2019	CenturyLink Communications	1100 - Adult Probation	100 General Fund	128.12
33425	05/08/2019	CenturyLink Communications	1200 - Juvenile Court Services	100 General Fund	63.26
33425	05/08/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	6,225.80
33425	05/08/2019	CenturyLink Communications	2100 - Facilities Management	100 General Fund	96.91
33425	05/08/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	132.23
33425	05/08/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	157.73
33426	05/08/2019	Cochise County Farmers Association	4010 - Highway Dept Administration	251 Highway Fund	71.30
33427	05/08/2019	Cochise Family Advocacy Center	1600 - Finance	100 General Fund	4,625.00
33428	05/08/2019	Cochise Supplies, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	20.04
33428	05/08/2019	Cochise Supplies, Inc.	4010 - Highway Dept Administration	251 Highway Fund	27.77
33429	05/08/2019	Conney Safety Products	1750 - Fleet Management	109 Fleet Management	243.27
33430	05/08/2019	Cool Dreams Window Tinting	1750 - Fleet Management	109 Fleet Management	1,100.00
33431	05/08/2019	Copygraphix Inc.	1300 - Public Defender	100 General Fund	383.43
33431	05/08/2019	Copygraphix Inc.	5000 - Health Dept	100 General Fund	193.19
33432	05/08/2019	County Managers Association of Arizona	0100 - Board of Supervisors	100 General Fund	150.00
33433	05/08/2019	DataBank IMX LLC	1800 - IT/Communications	100 General Fund	46.88
33434	05/08/2019	Del's Tire Company	1750 - Fleet Management	109 Fleet Management	35.98
33435	05/08/2019	Douglas, City of	2100 - Facilities Management	100 General Fund	136.77
33435	05/08/2019	Douglas, City of	4010 - Highway Dept Administration	251 Highway Fund	270.22
33435	05/08/2019	Douglas, City of	7000 - Solid Waste	505 Solid Waste	44.79
33436	05/08/2019	Eason, Steven Michael	1750 - Fleet Management	109 Fleet Management	100.00
33437	05/08/2019	Elfrida Water Improvement District	2100 - Facilities Management	100 General Fund	40.26
33438	05/08/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	984.74
33438	05/08/2019	Empire Southwest LLC	1750 - Fleet Management	109 Fleet Management	504.72
33439	05/08/2019	English, Ann S.	0100 - Board of Supervisors	100 General Fund	976.21
33440	05/08/2019	Ergon Asphalt & Emulsions, Inc.	4010 - Highway Dept Administration	251 Highway Fund	25,044.37
33441	05/08/2019	Federal Express Corporation	1800 - IT/Communications	100 General Fund	269.77
33442	05/08/2019	Ferguson Enterprises, Inc.	2100 - Facilities Management	100 General Fund	413.35
33443	05/08/2019	Freeway Chevron	1750 - Fleet Management	109 Fleet Management	20.00
33444	05/08/2019	Geodesy	1800 - IT/Communications	450 M.I.S. Capital Reserve	6,225.00
33445	05/08/2019	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	781.50
33446	05/08/2019	Interstate Battery	1750 - Fleet Management	109 Fleet Management	95.58
33447	05/08/2019	Interwest Safety Supply, LLC	4010 - Highway Dept Administration	251 Highway Fund	27,289.55
33448	05/08/2019	Jellison Law Offices, PLLC	1600 - Finance	100 General Fund	7,778.49
33449	05/08/2019	Judd, Peggy S.	0100 - Board of Supervisors	100 General Fund	1,307.90
33450	05/08/2019	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	1,750.00
33451	05/08/2019	KE&G Construction Inc.	4010 - Highway Dept Administration	251 Highway Fund	25,805.54
33452	05/08/2019	Kids at Hope	1200 - Juvenile Court Services	100 General Fund	2,000.00
33453	05/08/2019	Kozachukhin, Alex	4010 - Highway Dept Administration	251 Highway Fund	100.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33454	05/08/2019	Logicalis, Inc.	1800 - IT/Communications	450 M.I.S. Capital Reserve	6,221.39
33455	05/08/2019	Lowell A. Jensen, PLC	1310 - Indigent Defense Coordinator	100 General Fund	3,765.00
33456	05/08/2019	Marshall & Swift/Boeckh, LLC	0300 - Assessor	100 General Fund	1,320.72
33457	05/08/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	643.81
33458	05/08/2019	MME Consulting Services LLC	1300 - Public Defender	104 Aid to Indigent Defense	187.50
33459	05/08/2019	Robert Basil Monroe	0940 - Justice Court 4	100 General Fund	164.60
33460	05/08/2019	Nyander, Penny Sue	0600 - County Attorney	100 General Fund	750.40
33460	05/08/2019	Nyander, Penny Sue	0600 - County Attorney	124 Attrny Anti-Racketeering	21.00
33461	05/08/2019	O'Rielly Chevrolet, Inc.	1750 - Fleet Management	109 Fleet Management	32.32
33462	05/08/2019	OCLC Online Computer Library Center, Inc.	8000 - County Library District	171 County Library	831.63
33463	05/08/2019	Olivares, Veronica	1350 - Legal Defender	100 General Fund	220.00
33464	05/08/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	478.78
33464	05/08/2019	OverDrive, Inc.	8000 - County Library District	176 Library LSTA Grants	673.75
33465	05/08/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	203.50
33465	05/08/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	119.88
33465	05/08/2019	Prudential Overall Supply	2100 - Facilities Management	100 General Fund	37.36
33466	05/08/2019	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,369.45
33467	05/08/2019	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	854.04
33468	05/08/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	2,020.65
33468	05/08/2019	Safelite Autoglass Corp.	1750 - Fleet Management	109 Fleet Management	79.90
33469	05/08/2019	Schlesinger, Aaron	0600 - County Attorney	124 Attrny Anti-Racketeering	14.00
33470	05/08/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	22,478.76
33470	05/08/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	3,193.97
33471	05/08/2019	Servicemaster Commercial Cleaning Services, LLC	2100 - Facilities Management	216 SEACOM Operations	1,870.63
33472	05/08/2019	Sierra Vista Builders Supply	4010 - Highway Dept Administration	251 Highway Fund	9,697.97
33473	05/08/2019	Southeast Arizona Legal Support (SEALS)	0200 - Treasurer	100 General Fund	6,927.25
33474	05/08/2019	Southwest Disposal LC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	120.42
33475	05/08/2019	Sparkletts	1800 - IT/Communications	100 General Fund	117.21
33475	05/08/2019	Sparkletts	2100 - Facilities Management	100 General Fund	249.62
33476	05/08/2019	Stericycle Inc.	1200 - Juvenile Court Services	100 General Fund	246.60
33477	05/08/2019	Sulphur Springs Valley Electric Cooperative, Inc.	1800 - IT/Communications	100 General Fund	691.81
33477	05/08/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	429.02
33477	05/08/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	355.24
33477	05/08/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	157.02
33477	05/08/2019	Sulphur Springs Valley Electric Cooperative, Inc.	8000 - County Library District	171 County Library	64.32
33478	05/08/2019	Supplemental Health Care	1200 - Juvenile Court Services	100 General Fund	6,480.00
33479	05/08/2019	The Bisbee Observer LLC	2200 - Human Resources	100 General Fund	261.74
33479	05/08/2019	The Bisbee Observer LLC	8000 - County Library District	171 County Library	45.00
33480	05/08/2019	Thompson, Bruce	4010 - Highway Dept Administration	251 Highway Fund	100.00
33481	05/08/2019	Thomson West	1350 - Legal Defender	100 General Fund	1,221.20
33482	05/08/2019	Those Guys Auto	1750 - Fleet Management	100 General Fund	796.35
33483	05/08/2019	TransUnion Risk and Alternative Data Solutions	1350 - Legal Defender	100 General Fund	109.60
33484	05/08/2019	Valley Telephone Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	298.17
33484	05/08/2019	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	764.51
33485	05/08/2019	Vulcan Inc	4010 - Highway Dept Administration	251 Highway Fund	3,714.61
33486	05/08/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	2,354.29
33487	05/08/2019	Waste Management of Arizona, Inc.	2100 - Facilities Management	100 General Fund	445.57
33488	05/08/2019	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	690.90
33489	05/08/2019	Waxie Sanitary Supply	1200 - Juvenile Court Services	100 General Fund	60.79
33490	05/08/2019	Wells, Doris K.	1800 - IT/Communications	100 General Fund	910.00
33491	05/08/2019	WEST Consultants, Inc.	4010 - Highway Dept Administration	258 Recharge & Monitoring Projects	30,596.27
33492	05/08/2019	West Press	2200 - Human Resources	100 General Fund	58.27
33493	05/08/2019	Wick Communications	2200 - Human Resources	100 General Fund	1,128.68
33493	05/08/2019	Wick Communications	8000 - County Library District	171 County Library	162.00
33494	05/08/2019	Chiricahua Community Health Centers, INC	1200 - Juvenile Court Services	100 General Fund	160.29
33495	05/08/2019	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	2,714.58
33495	05/08/2019	Cochise County Sheriff's Department	3000 - Sheriff	203 Jail Enhancement	126.47
33496	05/08/2019	Ransom, Sara	0600 - County Attorney	100 General Fund	333.94
33497	05/08/2019	The Howard G. Buffett Foundation	3000 - Sheriff	400 County Capital Projects	454,772.58
33498	05/09/2019	Andrade, Michael	0950 - Justice Court 5	100 General Fund	184.00
33499	05/09/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	208.01
33500	05/09/2019	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	80.75
33501	05/09/2019	Arizona Law Review	0810 - Court Administration	151 Law Library	40.00
33502	05/09/2019	Arizona Machinery Company, LLC dba Stotz Equipment	1710 - Heavy Fleet Management	600 Heavy Fleet Management	9.44
33503	05/09/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	335.60
33504	05/09/2019	Arizona Secretary of State	0400 - Recorder	100 General Fund	8,039.19
33505	05/09/2019	Auletta, Susan P	0810 - Court Administration	100 General Fund	325.00
33506	05/09/2019	Banner-University Physicians Healthcare, Inc.	0810 - Court Administration	100 General Fund	2,250.00
33507	05/09/2019	Banz, Dean	0810 - Court Administration	100 General Fund	69.02
33508	05/09/2019	Beacon Secure	2100 - Facilities Management	100 General Fund	210.00
33509	05/09/2019	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	698.00
33509	05/09/2019	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	45.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33510	05/09/2019	Cable One	0810 - Court Administration	100 General Fund	416.45
33511	05/09/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	212.45
33512	05/09/2019	Community Bridges, Inc.	5000 - Health Dept	100 General Fund	40,500.00
33513	05/09/2019	Cooke, Stephen R.	0810 - Court Administration	168 Children's Issues Ed	180.00
33514	05/09/2019	CRM of America LLC	7000 - Solid Waste	506 Waste Tire Grant	7,960.95
33515	05/09/2019	Crowell, Patricia	0810 - Court Administration	100 General Fund	12.76
33516	05/09/2019	Culligan of Tucson	0810 - Court Administration	100 General Fund	217.99
33516	05/09/2019	Culligan of Tucson	0810 - Court Administration	161 Local Court Assist Fund	17.56
33517	05/09/2019	Deluxe Business Forms	0200 - Treasurer	100 General Fund	65.63
33518	05/09/2019	Deneke, Buffy	0810 - Court Administration	100 General Fund	663.20
33519	05/09/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	863.85
33520	05/09/2019	Flannigan, Ana Maria	5000 - Health Dept	249 Tobacco Education Grant	2,625.00
33520	05/09/2019	Flannigan, Ana Maria	5000 - Health Dept	529 Health Policy Initiative	1,625.00
33521	05/09/2019	Flores, Juan Pablo	1310 - Indigent Defense Coordinator	100 General Fund	5,118.08
33522	05/09/2019	Fry Fire District	5000 - Health Dept	285 CDC CoAg	92.29
33523	05/09/2019	Honeman, Van G.	0810 - Court Administration	100 General Fund	417.20
33524	05/09/2019	Hubble, Anthony D	0810 - Court Administration	549 Probate Fees	250.00
33525	05/09/2019	Killer Bee Honey LLC	5000 - Health Dept	100 General Fund	1,800.00
33526	05/09/2019	Kluegel, Spencer G.	0810 - Court Administration	100 General Fund	116.00
33527	05/09/2019	Language Line Services, Inc.	0810 - Court Administration	100 General Fund	101.48
33528	05/09/2019	Law Office of Janelle A. McEachern	1310 - Indigent Defense Coordinator	100 General Fund	8,862.80
33529	05/09/2019	Law Office of Joan M Sacramento	0810 - Court Administration	549 Probate Fees	350.00
33530	05/09/2019	Nazjah Lloyd	0810 - Court Administration	585 CASA Grant	108.66
33531	05/09/2019	Madrid, Isabel V	0810 - Court Administration	100 General Fund	250.00
33532	05/09/2019	Vernon Moore	0810 - Court Administration	100 General Fund	58.82
33533	05/09/2019	Morgan, J. Michael Ph. D.	0810 - Court Administration	100 General Fund	885.00
33534	05/09/2019	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	268.80
33535	05/09/2019	Porta-Pot	7000 - Solid Waste	505 Solid Waste	750.75
33536	05/09/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	59.06
33536	05/09/2019	Prudential Overall Supply	2100 - Facilities Management	100 General Fund	130.96
33537	05/09/2019	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	9,494.29
33538	05/09/2019	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	14,550.80
33539	05/09/2019	Ross, Ramiro	0810 - Court Administration	100 General Fund	64.78
33540	05/09/2019	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,451.80
33541	05/09/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	623.80
33542	05/09/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,338.08
33543	05/09/2019	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	323.13
33544	05/09/2019	Southwest Disposal LC	2100 - Facilities Management	100 General Fund	120.42
33545	05/09/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	520.66
33546	05/09/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	1,000.00
33547	05/09/2019	Sune D14 Misc-A Holdings, LLC	2100 - Facilities Management	100 General Fund	10,507.64
33548	05/09/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	738.36
33549	05/09/2019	Wick Communications	0200 - Treasurer	100 General Fund	279.14
33550	05/09/2019	Wick Communications	0200 - Treasurer	100 General Fund	57.79
33551	05/09/2019	Cochise County Finance Revolving Fund	1600 - Finance	100 General Fund	33.12
33552	05/09/2019	Inch, Brian D	1600 - Finance	100 General Fund	45.90
33553	05/09/2019	James, Shanna	1600 - Finance	100 General Fund	183.74
33554	05/09/2019	Pitney Bowes Reserve Account	2100 - Facilities Management	100 General Fund	7,000.00
33555	05/14/2019	A+ Language Services	1300 - Public Defender	100 General Fund	175.00
33556	05/14/2019	A-1 Towing, LLC	3000 - Sheriff	100 General Fund	355.60
33557	05/14/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	5,137.13
33558	05/14/2019	Amazon.com LLC	8000 - County Library District	171 County Library	617.81
33558	05/14/2019	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	167.98
33558	05/14/2019	Amazon.com LLC	8000 - County Library District	182 CFSA-Troller Fund	67.61
33559	05/14/2019	Anderson, Steven James	0810 - Court Administration	549 Probate Fees	250.00
33560	05/14/2019	Arizona Department of Corrections	3000 - Sheriff	100 General Fund	118.86
33561	05/14/2019	Arizona Inpatient Medicine Associates	5000 - Health Dept	100 General Fund	325.54
33562	05/14/2019	Arizona Supreme Court	0810 - Court Administration	100 General Fund	4,320.00
33562	05/14/2019	Arizona Supreme Court	0810 - Court Administration	313 JP 3 Enhancement Fund	5,000.00
33563	05/14/2019	Azam, Syed T.	5000 - Health Dept	100 General Fund	750.00
33563	05/14/2019	Azam, Syed T.	5000 - Health Dept	234 TB Control	500.00
33564	05/14/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	1,286.65
33564	05/14/2019	Baker & Taylor, LLC	8000 - County Library District	182 CFSA-Troller Fund	311.15
33565	05/14/2019	Barnett's Towing & Oxygen LLC	3000 - Sheriff	100 General Fund	80.00
33566	05/14/2019	Benson Hospital Corporation	2200 - Human Resources	505 Solid Waste	65.00
33567	05/14/2019	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	264.72
33568	05/14/2019	Bug-Wiser Exterminating, Inc.	3000 - Sheriff	100 General Fund	180.00
33569	05/14/2019	Cable One	1800 - IT/Communications	100 General Fund	160.29
33570	05/14/2019	CenturyLink Communications	1100 - Adult Probation	100 General Fund	147.06
33570	05/14/2019	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	440.54
33570	05/14/2019	CenturyLink Communications	3000 - Sheriff	100 General Fund	207.70
33570	05/14/2019	CenturyLink Communications	5000 - Health Dept	100 General Fund	67.46

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33570	05/14/2019	CenturyLink Communications	5000 - Health Dept	243 Immunization Program	67.46
33570	05/14/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	289.47
33571	05/14/2019	Cintas Corporation No. 445	4010 - Highway Dept Administration	251 Highway Fund	2,558.06
33572	05/14/2019	City of Bisbee	1900 - Development Services	100 General Fund	6,387.10
33573	05/14/2019	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	75,578.00
33574	05/14/2019	Concentra Medical Centers	3000 - Sheriff	100 General Fund	230.50
33575	05/14/2019	Copper Queen Community Hospital	2200 - Human Resources	251 Highway Fund	175.00
33575	05/14/2019	Copper Queen Community Hospital	2200 - Human Resources	505 Solid Waste	265.00
33576	05/14/2019	Copygraphix Inc.	1600 - Finance	100 General Fund	25,414.59
33577	05/14/2019	COX Communication Arizona, LLC	0810 - Court Administration	100 General Fund	305.00
33578	05/14/2019	Culligan of Tucson	1600 - Finance	100 General Fund	56.26
33579	05/14/2019	Davis, Jennifer R	2200 - Human Resources	100 General Fund	454.73
33580	05/14/2019	Deichert, John	1750 - Fleet Management	109 Fleet Management	100.00
33581	05/14/2019	Deneke, Buffy	0810 - Court Administration	100 General Fund	22.40
33582	05/14/2019	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfare	26.99
33583	05/14/2019	DLT Solutions, LLC	4010 - Highway Dept Administration	251 Highway Fund	3,483.90
33584	05/14/2019	Douglas, City of	3000 - Sheriff	100 General Fund	3,226.35
33585	05/14/2019	Federal Express Corporation	3000 - Sheriff	100 General Fund	53.01
33586	05/14/2019	Gasper, Jo Ann	0810 - Court Administration	100 General Fund	33.64
33587	05/14/2019	Geodesy	1800 - IT/Communications	100 General Fund	9,275.00
33588	05/14/2019	Gjerde, John	2200 - Human Resources	100 General Fund	894.60
33589	05/14/2019	Griffith, John W	1310 - Indigent Defense Coordinator	100 General Fund	9,300.00
33590	05/14/2019	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	640.00
33591	05/14/2019	Healthcare Innovations, Inc.	5000 - Health Dept	100 General Fund	4,119.28
33592	05/14/2019	Honeman, Van G.	0810 - Court Administration	100 General Fund	229.60
33593	05/14/2019	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	640.00
33594	05/14/2019	Jimenez, Elizabeth Sarah	1200 - Juvenile Court Services	100 General Fund	540.00
33595	05/14/2019	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	5,480.35
33596	05/14/2019	Kluegel, Spencer G.	0810 - Court Administration	100 General Fund	42.92
33597	05/14/2019	Laboratory Corporation of America	2200 - Human Resources	251 Highway Fund	92.00
33597	05/14/2019	Laboratory Corporation of America	2200 - Human Resources	505 Solid Waste	54.00
33598	05/14/2019	Language Line Services, Inc.	1400 - General Government	216 SEACOM Operations	51.80
33599	05/14/2019	MacKinnon, John A.	1900 - Development Services	100 General Fund	233.00
33600	05/14/2019	Merck Sharp & Dohme Corp.	5000 - Health Dept	243 Immunization Program	24,018.25
33601	05/14/2019	Mitchell, Victoria	0810 - Court Administration	100 General Fund	303.76
33602	05/14/2019	Modern Marketing, Inc.	3000 - Sheriff	100 General Fund	641.61
33603	05/14/2019	Mundt, Lester Eugene	0810 - Court Administration	100 General Fund	15.08
33604	05/14/2019	NCS Pearson, Inc.	1200 - Juvenile Court Services	581 JCRF Planning Grant	74.00
33605	05/14/2019	Neuropsychological Assessment & Consulting, PLC	0810 - Court Administration	100 General Fund	5,375.00
33606	05/14/2019	NI Government Services Inc	3000 - Sheriff	100 General Fund	221.18
33607	05/14/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	485.99
33608	05/14/2019	PrevenTronics	3000 - Sheriff	100 General Fund	411.25
33609	05/14/2019	Quill Corporation	1200 - Juvenile Court Services	100 General Fund	68.09
33610	05/14/2019	Schiff, Laurence	5000 - Health Dept	100 General Fund	2,800.00
33611	05/14/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	67.20
33612	05/14/2019	Southern Arizona Rad Associates LLC	5000 - Health Dept	234 TB Control	17.04
33613	05/14/2019	Sparkletts	1900 - Development Services	100 General Fund	89.21
33614	05/14/2019	Spillman Technologies, Inc.	3000 - Sheriff	400 County Capital Projects	76,150.00
33615	05/14/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	500.00
33616	05/14/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	727.82
33617	05/14/2019	The Bisbee Observer LLC	8000 - County Library District	171 County Library	45.00
33618	05/14/2019	The Law Offices of Harriette P Levitt, PLLC	1310 - Indigent Defense Coordinator	100 General Fund	5,169.67
33619	05/14/2019	Total Equipment Service and Engineering LLC	3000 - Sheriff	100 General Fund	422.17
33620	05/14/2019	Trachtman, Sean	1800 - IT/Communications	100 General Fund	997.50
33621	05/14/2019	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	44,726.09
33622	05/14/2019	University of Arizona	1600 - Finance	100 General Fund	3,790.00
33623	05/14/2019	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	36.04
33624	05/14/2019	VCA Apache Animal Hospital	3000 - Sheriff	203 Jail Enhancement	172.05
33625	05/14/2019	Verizon Wireless	3000 - Sheriff	100 General Fund	11,961.83
33625	05/14/2019	Verizon Wireless	3000 - Sheriff	200 Financial Crimes Unit	249.53
33625	05/14/2019	Verizon Wireless	3000 - Sheriff	202 HIDTA	102.95
33626	05/14/2019	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	1,542.18
33627	05/14/2019	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	1,807.50
33628	05/14/2019	Wick Communications	8000 - County Library District	171 County Library	34.00
33629	05/14/2019	Wick Communications	1900 - Development Services	100 General Fund	60.85
33630	05/14/2019	City of Sierra Vista	8000 - County Library District	171 County Library	815.89
33631	05/14/2019	Nelson, Anita	1200 - Juvenile Court Services	100 General Fund	12.99
33632	05/15/2019	AFLAC	1600 - Finance	501 Cochise Combined Trust	8,002.51
33633	05/15/2019	Arizona Department of Administration-Risk Managemt	1600 - Finance	110 Payroll Clearing Fund	2,458.83
33634	05/15/2019	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	11,750.10
33635	05/15/2019	Pre-paid Legal Services, Inc. dba LegalShield	1600 - Finance	110 Payroll Clearing Fund	3,158.05
33636	05/16/2019	Arizona Counties Insurance Pool	2200 - Human Resources	100 General Fund	15,541.62

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33637	05/16/2019	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Management	32.00
33638	05/16/2019	Arizona Department of Environmental Quality	7000 - Solid Waste	505 Solid Waste	300.00
33639	05/16/2019	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	3,353.50
33640	05/16/2019	Arizona Water Company	2100 - Facilities Management	100 General Fund	98.62
33641	05/16/2019	Arnold Machinery Company	1720 - Heavy Fleet Capital	600 Heavy Fleet Management	75,559.33
33642	05/16/2019	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	298.85
33643	05/16/2019	Barnett's Towing LLC	1750 - Fleet Management	109 Fleet Management	1,068.75
33644	05/16/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	1,261.82
33645	05/16/2019	Catholic Community Services Southern Arizona, Inc.	0600 - County Attorney	100 General Fund	297.00
33646	05/16/2019	CDW LLC	1800 - IT/Communications	100 General Fund	182,723.86
33647	05/16/2019	CenturyLink Communications	0600 - County Attorney	100 General Fund	114.10
33647	05/16/2019	CenturyLink Communications	0600 - County Attorney	124 Attrny Anti-Racketeering	32.62
33647	05/16/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	68.11
33648	05/16/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	213.67
33649	05/16/2019	City of Bisbee	2100 - Facilities Management	100 General Fund	7,446.51
33650	05/16/2019	City of Sierra Vista	1750 - Fleet Management	109 Fleet Management	14,942.74
33651	05/16/2019	City of Sierra Vista	2100 - Facilities Management	100 General Fund	2,156.58
33652	05/16/2019	Colville and Associates	0600 - County Attorney	100 General Fund	828.30
33653	05/16/2019	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	116.29
33654	05/16/2019	CRM of America LLC	7000 - Solid Waste	506 Waste Tire Grant	7,039.18
33655	05/16/2019	Culligan of Tucson	0600 - County Attorney	100 General Fund	170.31
33655	05/16/2019	Culligan of Tucson	4010 - Highway Dept Administration	251 Highway Fund	470.21
33656	05/16/2019	DePew, Kimberly A.	1900 - Development Services	100 General Fund	54.54
33657	05/16/2019	Douglas, City of	2100 - Facilities Management	105 Bisbee/Douglas Airport	943.00
33658	05/16/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,340.00
33658	05/16/2019	Empire Southwest LLC	1720 - Heavy Fleet Capital	600 Heavy Fleet Management	9,215.12
33659	05/16/2019	Federal Express Corporation	1800 - IT/Communications	100 General Fund	21.77
33660	05/16/2019	Federal Express Corporation	0600 - County Attorney	100 General Fund	6.92
33661	05/16/2019	Gardner, Howard	0100 - Board of Supervisors	100 General Fund	100.00
33662	05/16/2019	Geodesy	1800 - IT/Communications	100 General Fund	3,200.00
33662	05/16/2019	Geodesy	1800 - IT/Communications	450 M.I.S. Capital Reserve	3,375.00
33663	05/16/2019	Greene, Patrick K.	1900 - Development Services	100 General Fund	67.82
33664	05/16/2019	Gregan, Wayne	1900 - Development Services	100 General Fund	65.66
33665	05/16/2019	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	150.00
33666	05/16/2019	Health Management Associates, Inc.	5000 - Health Dept	221 Public Health Accreditation	425.00
33667	05/16/2019	Marcella H. Heiss	0600 - County Attorney	100 General Fund	209.20
33668	05/16/2019	Honorable Adam Ambrose	2200 - Human Resources	501 Cochise Combined Trust	430.00
33669	05/16/2019	Huachuca City Community Garden, Inc.	1600 - Finance	529 Health Policy Initiative	246.43
33670	05/16/2019	International Chemtex Corporation	2100 - Facilities Management	100 General Fund	737.00
33671	05/16/2019	Interstate Battery	1750 - Fleet Management	109 Fleet Management	215.41
33672	05/16/2019	IronHawk Elevator LLC	2100 - Facilities Management	100 General Fund	750.00
33673	05/16/2019	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	500.00
33674	05/16/2019	Kathy Hansen Interpreting & Translation Services	0600 - County Attorney	100 General Fund	1,894.20
33675	05/16/2019	Law Office of Stephanie C. Stoltman	1310 - Indigent Defense Coordinator	100 General Fund	4,800.00
33676	05/16/2019	LexisNexis Matthew Bender	0920 - Justice Court 2	100 General Fund	81.69
33677	05/16/2019	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	464.23
33677	05/16/2019	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	754.02
33678	05/16/2019	Martzke, James F.	1900 - Development Services	100 General Fund	135.00
33679	05/16/2019	McGowan, Mark J.	1310 - Indigent Defense Coordinator	100 General Fund	11,150.00
33680	05/16/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,887.29
33681	05/16/2019	MG Reporting	0600 - County Attorney	100 General Fund	962.97
33682	05/16/2019	Miller, Carmen J.	1900 - Development Services	100 General Fund	95.68
33683	05/16/2019	Nyander, Penny Sue	0600 - County Attorney	100 General Fund	254.00
33684	05/16/2019	O'Rielly Chevrolet, Inc.	1750 - Fleet Management	109 Fleet Management	179.21
33685	05/16/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	101.28
33685	05/16/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	151.38
33686	05/16/2019	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,876.99
33687	05/16/2019	Rafael Malanga, PC	1310 - Indigent Defense Coordinator	100 General Fund	230.00
33688	05/16/2019	Riggs, Karen C.	4010 - Highway Dept Administration	261 Flood Control Distric	136.77
33689	05/16/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	202.14
33690	05/16/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	21,046.82
33690	05/16/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	20,629.31
33691	05/16/2019	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,639.85
33692	05/16/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	7,157.02
33692	05/16/2019	Southwest Gas Corporation	2100 - Facilities Management	105 Bisbee/Douglas Airport	46.26
33693	05/16/2019	Sparkletts	0100 - Board of Supervisors	100 General Fund	111.82
33694	05/16/2019	Stericycle Inc.	5000 - Health Dept	100 General Fund	1,647.80
33695	05/16/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	4,628.74
33695	05/16/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	166.73
33695	05/16/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	898.47
33696	05/16/2019	SWCA , Incorporated	4010 - Highway Dept Administration	252 Davis Road	525.00
33697	05/16/2019	Tracking Products, Inc.	1750 - Fleet Management	109 Fleet Management	102.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33698	05/16/2019	Valley Telephone Cooperative, Inc.	0960 - Justice Court 6	100 General Fund	473.18
33699	05/16/2019	Verizon Wireless	1600 - Finance	100 General Fund	18,529.36
33700	05/16/2019	Voyager Fleet System, Inc.	1750 - Fleet Management	109 Fleet Management	6,597.65
33701	05/16/2019	Vulcan Inc	4010 - Highway Dept Administration	251 Highway Fund	1,879.99
33702	05/16/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	2,986.75
33703	05/16/2019	Watkins, Nathan F.	1900 - Development Services	100 General Fund	49.68
33704	05/16/2019	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	4,560.67
33705	05/16/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	1,475.73
33706	05/16/2019	Welch, Catherine C.	0100 - Board of Supervisors	100 General Fund	100.00
33707	05/16/2019	Wick Communications	0600 - County Attorney	100 General Fund	233.73
33707	05/16/2019	Wick Communications	0600 - County Attorney	124 Attrny Anti-Racketeering	30.02
33708	05/16/2019	Wick Communications	0600 - County Attorney	124 Attrny Anti-Racketeering	2,050.00
33709	05/16/2019	WIST Office Products Co	0600 - County Attorney	100 General Fund	87.78
33709	05/16/2019	WIST Office Products Co	0600 - County Attorney	124 Attrny Anti-Racketeering	106.90
33710	05/16/2019	Arizona Secretary of State	0600 - County Attorney	124 Attrny Anti-Racketeering	43.00
33711	05/16/2019	US District Court	0600 - County Attorney	124 Attrny Anti-Racketeering	51.00
33712	05/16/2019	US District Court	0600 - County Attorney	100 General Fund	23.50
Grand Total					1,921,600.31

Consent 2.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date:	06/11/2019		
Approve the Proposed Settlement of the Small Tax Appeal in Angela M. Rockefeller & James A. Purvis v. Cochise County			
Submitted By:	Susana Stark, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Christine J. Roberts	**TITLE of PRESENTER:**	Civil Deputy County Attorney
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the Small Tax Appeal in Angela M. Rockefeller & James A. Purvis v. Cochise County, ST2018-000147, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 102-39-049 for tax year 2018. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax year 2018 should be lowered. The Assessor's recommended settlement offer is as follows:

- For tax year 2018, a reduction in full cash value from $88,890 to $29,395.
- For tax year 2018, a reduction in limited property value from $88,890 to $29,395.
- The assessment ratio shall remain at 10%.
- The legal class shall be changed to class 3.

Assessor shall recalculate the 2018 taxes on the subject property based upon full cash value as stated above. Each party would bear their own attorneys' fees and costs. The taxpayer has accepted the settlement offer.

Department's Next Steps (if approved):

Upon approval by the Board, the parties will file the stipulated judgment and stipulation for entry of judgment with the Arizona Tax Court disposing of this matter, pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County with the risk that the Court may: (1) rule in the taxpayers' favor; (2) order a larger reduction in the assessed value of the subject property; and (3) order the County to pay the Plaintiffs' fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Attachments

Stipulated Judgement
Stipulation for Entry of Judgement

BRIAN McINTYRE
COCHISE COUNTY ATTORNEY
By: CHRISTINE J. ROBERTS
Civil Deputy County Attorney
State Bar No. 033718
P.O. Drawer CA
Bisbee, AZ 85603
(520) 432-8700
CVAttymeo@cochise.az.gov
Attorney for Defendant Cochise County

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

ANGELA M. ROCKEFELLER & JAMES A. PURVIS, Plaintiffs, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2018-000147** **STIPULATED JUDGMENT** **(Assigned to Commissioner David W. Garbarino)**

The parties to this action having stipulated to the entry of this Judgment and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The only parcel subject to this judgment is parcel number 102-39-049.

2. For tax year 2018:

- The full cash value of the subject property shall be reduced from $88,890 to $29,395;

- The limited property value of the subject property shall be reduced from $88,890 to $29,395;
- The assessment ratio shall remain at 10%;
- The legal class shall be changed to class 3;

3. Defendant shall recalculate the 2018 taxes on the subject property based upon the full cash value and classification, as stated above, pursuant to Arizona Revised Statute § 42-16002 B.1.

4. Each party shall bear its own costs and attorney's fees.

DATED this _____ day of _____, 2019.

_____
Commissioner Abramson

APPROVED AS TO FORM:

Angela M. Rockefeller
2433 S. Sunset St.
Bisbee, AZ 85603
Plaintiff/Pro Per

James A. Purvis
2433 S. Sunset St.
Bisbee, AZ 85603
Plaintiff/Pro Per

_____
Christine J. Roberts
Civil Deputy County Attorney
P.O. Drawer CA
Bisbee, AZ 85603
Attorney for Defendant Cochise County

BRIAN McINTYRE
COCHISE COUNTY ATTORNEY
By: CHRISTINE J. ROBERTS
Civil Deputy County Attorney
State Bar No. 033718
P.O. Drawer CA
Bisbee, AZ 85603
(520) 432-8700
CVAttymeo@cochise.az.gov
Attorney for Defendant Cochise County

SUPERIOR COURT OF ARIZONA

IN THE ARIZONA TAX COURT

ANGELA M. ROCKEFELLER & JAMES A. PURVIS, Plaintiffs, v. COCHISE COUNTY, a political subdivision of the State of Arizona, Defendant.	**Case No. ST2018-000147** **STIPULATION FOR ENTRY OF JUDGMENT** **(Assigned to Commissioner David W. Garbarino)**

The parties to this action stipulate that the Court may enter the attached Judgment in full and final disposition to this action.

///

///

///

///

RESPECTFULLY SUBMITTED this ___ day of _____, 2019.

DATED: 5/15/2019

Angela M. Rockefeller
2433 S. Sunset St.
Bisbee, AZ 85603
Plaintiff/Pro Per

DATED: 5/15/2019

James A. Purvis
2433 S. Sunset St.
Bisbee, AZ 85603
Plaintiff/Pro Per

Cochise County Attorney

By:_____
CHRISTINE J. ROBERTS
Civil Deputy County Attorney

Copy of the foregoing mailed
this _____day of _____, 2019, to:

Commissioner David W. Garbarino
East Court Building-813
101 West Jefferson
Phoenix, AZ 85003-2243

Angela M. Rockefeller & James A. Purvis
2433 S. Sunset St.
Bisbee, AZ 85603
Plaintiffs/Pro Per

			Consent 3.
Regular Board of Supervisors Meeting			**Elections**
Meeting Date:	06/11/2019		
Approve appointment of Precinct Committeemen			
Submitted By:	Martha Rodriquez, Elections		
Department:	Elections		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):	N/A		
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	A.R.S. §16-821 (B)

Information

Agenda Item Text:

Approve the appointment of 2 Democrat Precinct Committeemen and 18 Republican Precinct Committeemen by recommendation of their Cochise County Party Chairmen to serve through the October 1, 2020 term.

Background:

Per A.R.S. Statute 16-821(B), a County Political Party Chairman may appoint eligible precinct committeemen to serve a two-year term through October 1, after the next Primary election year. The following members have been recommended for appointment by their Cochise County Political Party Chairman. Eligibility has been verified by the Elections Department. The following appointees are eligible voters in Cochise County and there are open seats for Precinct Committeemen in their appropriate precincts.

Democrat:
Margaret D. Hall-Pena 5282 S. Steele Rd Willcox, AZ 85643 07 Bowie
Joyce S. Carpenter 5200 Cedar Springs Dr Sierra Vista, AZ 85635 26 SV Avenida Del Sol

Republican:
Camme Carlson-Watkins 324 N. Flynn Jans Ct Pearce, AZ 85625 08 Cochise Stronghold
Frank R. Antenori 1951 W. Ladybug Lane Cochise, AZ 85606 08 Cochise Stronghold
Frank Antenori III 1951 W. Ladybug Lane Cochise, AZ 85606 08 Cochise Stronghold
Daniel R. Morales Sr. 2145 East 12th Street Douglas, AZ 85607 10 DO Carlson
Daniel R. Morales Jr. 757 3rd Street Douglas, AZ 85607 11 DO Castro Park
David B. Raber 3515 W. Ranch Dr McNeal, AZ 85617 17 McNeal
Chris A. Floyd 1845 Flying Horseshoe Rd Dragoon, AZ 85609 21 Pomerene
Mary L. Stillwell 1020 S. Carmichael Ave Sierra Vista, AZ 85635 28 SV Busby
Donna L. O'Daniel 4500 Campus Dr Sierra Vista, AZ 85635 31 SV College
John E. Kane 600 Charles Drive Sierra Vista, AZ 85635 39 SV Soldier Creek
Marsha A. Smith 1800 Lexington Drive Sierra Vista, AZ 85635 40 SV Town & Country
Lillian R. Hritz 114 Escondido Tombstone, AZ 85638 44 Tombstone

Robert J. Denton 2703 West Airport Road Willcox, AZ 85643 47 WI Kansas Settlement
Shauna R. Gappmayer 2707 W. Airport Road Willcox, AZ 85643 47 WI Kansas Settlement
Trina Sue Riggs 9903 East Creasey Ranch Rd Willcox, AZ 85643 47 WI Kansas Settlement
Kit D. Judd 705 N. Arizona Ave Willcox, AZ 85643 49 WI Willcox
Peggy S. Judd 705 N. Arizona Ave Willcox, AZ 85643 49 WI Willcox
Tommy L. Miller 2655 W. Arcadia Ln Willcox, AZ 85643 49 WI Willcox

Department's Next Steps (if approved):

Send the County Party Chariman the approved and verified forms(s) for the eligible Precinct Committeemen. Update the website listing and maintain a file with this information.

Impact of NOT Approving/Alternatives:

Vacancies will exist, and we may not be in compliance with A.R.S. §16-821(B)

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director of the outcome of this item.

Attachments

DEM PC
Rep PC

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
RECEIVED
2019 APR 26 A 8:49

Party: ☒ Democrat ☐ Green ☐ Libertarian ☐ Republican

Precinct # 7 BOWIE **Name:** ~~MARGARET D. HALL-PENA~~

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

HALL-PENA MARGARET D
Last Name First Name Middle Initial

5282 S Steele RD
Residence Address

Mailing Address (if different than above)

WILLCOX AZ 85643 (520) 507-0498 peggyhallpena59@GMAIL.COM
City/Town Zip Code Telephone # email Address

Signature of Appointee or Resignee 3/23/19
Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Elizabeth L. Lynch April 1, 2019
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 4-26-2019 Years/Term of Office: 2018-2020

of PC Positions Allotted: 2 # of Current PC Positions: 0

Date of BOS Meeting: June 11, 2019 Approval Recommended: (Yes) or No

Election Official Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 APR 26 A 8:49

Party: ■ **Democrat** ☐ **Green** ☐ **Libertarian** ☐ **Republican**

Precinct # 26 **Name:** Avenida del Sol

Please accept the ■ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

CARPENTER JOYCE A
Last Name First Name Middle Initial

5200 CEDAR SPRINGS Dr
Residence Address

Mailing Address (if different than above)

S.V. 85635 520 459-2340 jcarpenter11@cox.net
City/Town Zip Code Telephone # email Address

Joyce Carpenter 23 Mar 2019
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Elisabeth Snyder April 1, 2019
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 4-26-2019 Years/Term of Office: 2018-2020

of PC Positions Allotted: 5 # of Current PC Positions: 1

Date of BOS Meeting: June 11, 2019 Approval Recommended: (Yes) or No

Election Official Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
2019 MAY 14 A 11: 22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 8 **Name:** Cochise Stronghold

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Carlson-Watkins	Camme	C.
Last Name	First Name	Middle Initial

324 N. Flynn Fans Ct., Pearce, AZ 85625
Residence Address

Mailing Address (if different than above)

Pearce	85625	520-826-2658	Cammecwatkins@gmail.com
City/Town	Zip Code	Telephone #	email Address

Signature of Appointee or Resignee — Date: 4/9/19

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — Authorized Signature of Party Chair — Date: 5.13.19

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19
Years/Term of Office: 2019-2020
of PC Positions Allotted: 7
of Current PC Positions: 0
Date of BOS Meeting: June 11, 2019
Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

RECEIVED
2019 MAY 14 A 11:22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 08 **Name:** Cochise Stronghold

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Antenori	Frank	R
Last Name	First Name	Middle Initial

1951 W. Ladygug Lane
Residence Address

Mailing Address (if different than above)

Cochise	85606	5204658850	azantenori@cox.net
City/Town	Zip Code	Telephone #	email Address

Signature of Appointee or Resignee — Date: 4/20/19

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — Date: 5-13-19
Authorized Signature of Party Chair

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19
Years/Term of Office: 2019-2020
of PC Positions Allotted: 7
of Current PC Positions: 0
Date of BOS Meeting: June 11, 2019
Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

RECEIVED
2019 MAY 14 A 11:22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 8 **Name:** Cochise Stronghold

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Antenori	Frank	III
Last Name	First Name	Middle Initial

1951 W. Ladygug Lane
Residence Address

Mailing Address (if different than above)

Cochise	85606	5202508438	antenorif1@gmail.com
City/Town	Zip Code	Telephone #	email Address

Frank Antenori III — 4/20/19
Signature of Appointee or Resignee — Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — 5-13-19
Authorized Signature of Party Chair — Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19
Years/Term of Office: 2019-2020
of PC Positions Allotted: 7
of Current PC Positions: 0
Date of BOS Meeting: June 11, 2019
Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:23

Party: ___ Democrat ___ Green ___ Libertarian ✓ Republican

Precinct # ~~Co 11~~ 10 **Name:** ~~Castro~~ DO CARLSON

Please accept the X Appointment ___ Resignation
of the following individual as a Precinct Committeeperson:

MORALES DANIEL R. SR.
Last Name First Name Middle Initial

2145 EAST 12th STREET
Residence Address

Mailing Address (if different than above)

DOUGLAS AZ 85607 520-2491873
City/Town Zip Code Telephone # email Address

[signature] 1 APRIL 2019
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery 5.13.19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19 Years/Term of Office: 2019-2020

of PC Positions Allotted: 3 # of Current PC Positions: 2

Date of BOS Meeting: June 11, 2019 Approval Recommended: Yes or No

Election Official Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
2019 MAY 14 A 11:22

Party: ___ Democrat ___ Green ___ Libertarian ✓ Republican

Precinct # 10 11 **Name:** ~~Carlson~~ DANNY DJ ~~MORALES~~ DO CASTRO PARK

Please accept the ✓ Appointment ___ Resignation
of the following individual as a Precinct Committeeperson:

MORALES, JR	DANIEL	R
Last Name	First Name	Middle Initial

757 3RD STREET
Residence Address

Mailing Address (if different than above)

DOUGLAS	85607	(808) 232-3272	DANNYANDMARTHA@AOL.COM
City/Town	Zip Code	Telephone #	email Address

Signature of Appointee or Resignee — Date: 04/01/2019

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — Authorized Signature of Party Chair — Date: 5-13-19

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19
Years/Term of Office: 2019-2020
of PC Positions Allotted: 2
of Current PC Positions: 0
Date of BOS Meeting: June 11, 2019
Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:23

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 17.03 **Name:** MCNEAL

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Raber | David | b
Last Name | First Name | Middle Initial

3515 W. Ranch Dr McNeal, AZ 85617
Residence Address

Mailing Address (if different than above)

McNeal AZ 85617 | 520-249-0223 | raberll@hotmail.com
City/Town | Zip Code | Telephone # | email Address

Signature of Appointee or Resignee | Date 4/29/19

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery | 5.13.19
Authorized Signature of Party Chair | Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19
Years/Term of Office: 2019-2020
of PC Positions Allotted: 4
of Current PC Positions: 0
Date of BOS Meeting: June 11, 2019
Approval Recommended: (Yes) or No

Election Official | Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11: 22

COCHISE COUNTY

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 21 **Name:** Pomerene

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Floyd	Chris	A
Last Name	First Name	Middle Initial

1845 Flying Horseshoe Rd
Residence Address

PO Box 344
Mailing Address (if different than above)

Dragoon	85609	520 349-6657	Chris_floyd08@yahoo.com
City/Town	Zip Code	Telephone #	email Address

Signature of Appointee or Resignee — Date: 5/9/19

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — Authorized Signature of Party Chair — Date: 5.13.19

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19

Years/Term of Office: 2019-2020

of PC Positions Allotted: 5

of Current PC Positions: 1

Date of BOS Meeting: June 11, 2019

Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:23

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 28 **Name:** Busby

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Stillwell | MARY | L.
Last Name | First Name | Middle Initial

1020 S Carmichael Av. B204
Residence Address

1020 S "
Mailing Address (if different than above)

Sierra Vista | 85635 | 520 895-2143
City/Town | Zip Code | Telephone # | email Address

Mary Stillwell | 4-29-19
Signature of Appointee or Resignee | Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery | 5.13.19
Authorized Signature of Party Chair | Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19

Years/Term of Office: 2019-2020

of PC Positions Allotted: 6

of Current PC Positions: 0

Date of BOS Meeting: June 11, 2019

Approval Recommended: (Yes) or No

Election Official | Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:23

Party: ___ Democrat ___ Green ___ Libertarian ✓ Republican

Precinct # ~~34~~ 31 **Name:** ~~Donna O'Daniel~~ ~~Hopi~~ SV College

Please accept the ✓ Appointment ___ Resignation
of the following individual as a Precinct Committeeperson:

O'Daniel	Donna	L.
Last Name	First Name	Middle Initial

4500 Campus Dr., Sierra Vista, AZ 85635
Residence Address

—
Mailing Address (if different than above)

Sierra Vista	85635	575-520-7938	donna.daniel316@gmail.com
City/Town	Zip Code	Telephone #	email Address

Donna O'Daniel 3/14/19
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery 5-13-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19 Years/Term of Office: 2019-2020

of PC Positions Allotted: 6 # of Current PC Positions: 3

Date of BOS Meeting: June 11, 2019 Approval Recommended: Yes or No

Election Official Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:22

Party: ___ Democrat ___ Green ___ Libertarian ✓ Republican

Precinct # 39 **Name:** Soldier Creek

Please accept the ___ Appointment ___ Resignation
of the following individual as a Precinct Committeeperson:

KANE	JOHN	E
Last Name	First Name	Middle Initial

600 Charles Drive Apt #237
Residence Address

SAME
Mailing Address (if different than above)

Sierra Vista	85635	520-647-0216	Kane1949200@yahoo
City/Town	Zip Code	Telephone #	email Address

John E Kane — 6/Mar/2019
Signature of Appointee or Resignee — Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — 5.13.19
Authorized Signature of Party Chair — Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19
Years/Term of Office: 2019-2020
of PC Positions Allotted: 8
of Current PC Positions: 2
Date of BOS Meeting: June 11, 2019
Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:23

Party: ___ Democrat ___ Green ___ Libertarian ✓ Republican

Precinct # 40 **Name:** Town + Country

Please accept the ✓ Appointment ___ Resignation
of the following individual as a Precinct Committeeperson:

Last Name	First Name	Middle Initial
Smith	Marcy	Marsha A.

1800 Lexington Drive
Residence Address

Mailing Address (if different than above)

City/Town	Zip Code	Telephone #	email Address
Sierra Vista,	85635	(520)	1115smithsvaz@gmail.com

Marcy A Smith — 4-1-2019
Signature of Appointee or Resignee — Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — 5-13-19
Authorized Signature of Party Chair — Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19 Years/Term of Office: 2019-2020

of PC Positions Allotted: 8 # of Current PC Positions: 5

Date of BOS Meeting: June 11, 2019 Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 44 **Name:** ~~Lillian Hritz~~ Tombstone

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Hritz | Lillian | R
Last Name | First Name | Middle Initial

114 Escondid Tombstone AZ 85638
Residence Address

Mailing Address (if different than above)

Tombstone | 85638 | 520-236-4158 | lillianhritz@gmail.com
City/Town | Zip Code | Telephone # | email Address

Lillian R Hritz | 4-26-19
Signature of Appointee or Resignee | Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery | 5-13-19
Authorized Signature of Party Chair | Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19

Years/Term of Office: 2019-2020

of PC Positions Allotted: 7

of Current PC Positions: 5

Date of BOS Meeting: June 11, 2019

Approval Recommended: (Yes) or No

Election Official | Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 47 **Name:** Kansas Settlement

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

DENTON	ROBERT	J
Last Name	First Name	Middle Initial

2703 WEST AIRPORT ROAD ; WILLCOX AZ.
Residence Address

Mailing Address (if different than above)

WILLCOX	85643	520-507-2703	bob@simflo.com
City/Town	Zip Code	Telephone #	email Address

Robert J. Denton 04/08/2019
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery 5.13.19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19

Years/Term of Office: 2019-2020

of PC Positions Allotted: 6

of Current PC Positions: 0

Date of BOS Meeting: June 11, 2019

Approval Recommended: Yes or No

Election Official Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
2019 MAY 14 A 11: 22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 47 **Name:** ~~Shauna Gappmayer~~ Kansas Settlement

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Gappmayer	Shauna	R.
Last Name	First Name	Middle Initial

2707 W. Airport Road
Residence Address

Mailing Address (if different than above)

Willcox, AZ	85643	(385)221-4703	shauna.gappmayer@gmail.com
City/Town	Zip Code	Telephone #	email Address

Shauna R. Gappmayer — 4/8/2019
Signature of Appointee or Resignee — Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — 5.13.19
Authorized Signature of Party Chair — Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19
Years/Term of Office: 2019-2020
of PC Positions Allotted: 6
of Current PC Positions: 0
Date of BOS Meeting: June 11, 2019
Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:23

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 47 **Name:** Kansas Settlement

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Riggs	Trina Sue	
Last Name	First Name	Middle Initial

9903 East Creasey Ranch Rd.
Residence Address

Mailing Address (if different than above)

Willcox	85643	520-507-5321	trina_sue@yahoo.
City/Town	Zip Code	Telephone #	email Address

Trina Sue Riggs 4-8-19
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert A Montgomery 5-13-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19 Years/Term of Office: 2019 - 2020

of PC Positions Allotted: 6 # of Current PC Positions: 0

Date of BOS Meeting: June 11, 2019 Approval Recommended: (Yes) or No

Election Official Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 49 **Name:** ~~Kit Judd~~ Willcox

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Judd	Kit	D.
Last Name	First Name	Middle Initial

705 N. Arizona Ave.
Residence Address

Mailing Address (if different than above)

Willcox	85643	520)507-1880	busbarn@vtc.net
City/Town	Zip Code	Telephone #	email Address

Kit Judd 4/8/19
Signature of Appointee or Resignee Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery 5-13-19
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19

Years/Term of Office: 2019-2020

of PC Positions Allotted: 4

of Current PC Positions: 0

Date of BOS Meeting: June 11, 2019

Approval Recommended: Yes or No

Election Official Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only
2019 MAY 14 A 11:22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 49 **Name:** ~~Peggy Judd~~ Willcox

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

~~Judd~~ | Peggy | ~~S~~

Last Name | First Name | Middle Initial

705 N Arizona Ave, Willcox

Residence Address

Mailing Address (if different than above)

Willcox, 85643 | 520 366-2826 | Supervisorjudd@gmail.com

City/Town | Zip Code | Telephone # | email Address

~~Peggy Judd~~ | 4-8-19

Signature of Appointee or Resignee | Date

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Matthews | 5.13.19

Authorized Signature of Party Chair | Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19

Years/Term of Office: 2019-2020

of PC Positions Allotted: 4

of Current PC Positions: 0

Date of BOS Meeting: June 11, 2019

Approval Recommended: (Yes) or No

Election Official | Date

Precinct Committeeperson Appointment Form

Cochise County Elections Department
1415 Melody Lane, Bisbee AZ. 85603
Phone: 520-432-8970
email: Lmarra@cochise.az.gov

For official date/time stamp only

2019 MAY 14 A 11:22

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 49 **Name:** Willcox

Please accept the ☒ Appointment ☐ Resignation
of the following individual as a Precinct Committeeperson:

Last Name	First Name	Middle Initial
Miller	Tommy	L

Residence Address

2655 W ARCADIA LN

Mailing Address (if different than above)

City/Town	Zip Code	Telephone #	email Address
Willcox	85643	520-507-4508	TOMCAT - 591 @ Hotmail.com

Signature of Appointee or Resignee — Date: May 14 2019

All Precinct Committee appointments must be submitted by the County Chair (ARS 16-821B).
County Chair's signature required below:

Robert Montgomery — Date: 5.13.19

Authorized Signature of Party Chair

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 5/17/19

Years/Term of Office: 2019-2020

of PC Positions Allotted: 4

of Current PC Positions: 0

Date of BOS Meeting: June 11, 2019

Approval Recommended: (Yes) or No

Election Official — Date

Consent 4.

Regular Board of Supervisors Meeting **Finance**

Meeting Date:	06/11/2019		
Demands			
Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:
Approve demands and budget amendments for operating transfers.

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

Department's Next Steps (if approved):
Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:
Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:
Return to Finance after BOS approval.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Demands

Demands 6/6/2019
Date Range 05/17/19-06/06/19
Warrant Range 33713-34043

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33713	05/22/2019	A+ Language Services	1300 - Public Defender	100 General Fund	175.00
33714	05/22/2019	Aerial Solutions II LLC	3000 - Sheriff	211 Private Donor	37,251.34
33715	05/22/2019	Amazon.com LLC	8000 - County Library District	171 County Library	256.17
33715	05/22/2019	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	17.96
33715	05/22/2019	Amazon.com LLC	8000 - County Library District	182 CFSA-Troller Fund	8.60
33716	05/22/2019	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	96.00
33716	05/22/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	276.00
33716	05/22/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	797.27
33717	05/22/2019	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	89.25
33718	05/22/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	2,931.02
33718	05/22/2019	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	1,866.18
33719	05/22/2019	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	4,217.70
33720	05/22/2019	Arizona Supreme Court	1100 - Adult Probation	147 Adult Probation Svcs Fee	279.00
33721	05/22/2019	Arizona Water Company	2100 - Facilities Management	100 General Fund	2,284.39
33722	05/22/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	1,765.56
33722	05/22/2019	Baker & Taylor, LLC	8000 - County Library District	182 CFSA-Troller Fund	145.16
33723	05/22/2019	Becker, Judith V. PH.D.	1300 - Public Defender	100 General Fund	1,750.00
33724	05/22/2019	Bisbee Fire District	5000 - Health Dept	243 Immunization Program	912.45
33725	05/22/2019	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	335.43
33725	05/22/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	1,051.76
33726	05/22/2019	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	232.99
33727	05/22/2019	Cable One	2100 - Facilities Management	100 General Fund	94.52
33728	05/22/2019	Martha Cazares	0950 - Justice Court 5	100 General Fund	249.00
33729	05/22/2019	Center for Disease Detection, LLC	5000 - Health Dept	237 Health S.T.D. Grant	416.00
33730	05/22/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	1,233.89
33731	05/22/2019	CenturyLink Communications	2100 - Facilities Management	100 General Fund	69.47
33731	05/22/2019	CenturyLink Communications	3000 - Sheriff	100 General Fund	32.35
33732	05/22/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	222.07
33733	05/22/2019	Cintas Fire Protection	2100 - Facilities Management	100 General Fund	4,792.52
33734	05/22/2019	Complete Aviation Fuel Systems	2100 - Facilities Management	100 General Fund	2,055.80
33735	05/22/2019	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	4,624.94
33736	05/22/2019	Copper Queen Medical Associates	5000 - Health Dept	234 TB Control	42.00
33737	05/22/2019	Cordova, Alecando	4010 - Highway Dept Administration	251 Highway Fund	100.00
33738	05/22/2019	CureMD.com, Inc.	5000 - Health Dept	100 General Fund	305.00
33739	05/22/2019	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfare	67.63
33740	05/22/2019	Douglas, City of	5000 - Health Dept	243 Immunization Program	640.63
33741	05/22/2019	EC Data Technologies	8000 - County Library District	171 County Library	2,517.82
33742	05/22/2019	Ergon Asphalt & Emulsions, Inc.	4010 - Highway Dept Administration	251 Highway Fund	157,912.98
33743	05/22/2019	Fry Fire District	5000 - Health Dept	243 Immunization Program	335.86
33744	05/22/2019	Goodwill Industries of Southern Arizona, Inc	1100 - Adult Probation	591 Adult Probation LEARN Lab	97.92
33745	05/22/2019	Guidas, Elyse	5000 - Health Dept	529 Health Policy Initiative	194.72
33746	05/22/2019	IMS Infrastructure Management Services, LLC	4010 - Highway Dept Administration	251 Highway Fund	15,640.00
33747	05/22/2019	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	2,558.72
33748	05/22/2019	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	198.57
33749	05/22/2019	Maddock Machinery Corp	1750 - Fleet Management	109 Fleet Management	53.60
33750	05/22/2019	Maddux & Sons Inc	4010 - Highway Dept Administration	251 Highway Fund	127,209.95
33751	05/22/2019	Merle's Automotive Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	15.42
33751	05/22/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	94.79
33752	05/22/2019	Mindful Lactation	5000 - Health Dept	227 Breastfeeding Counseling Serv	404.00
33753	05/22/2019	Motorola Solutions Inc	3000 - Sheriff	100 General Fund	1,108.06
33754	05/22/2019	Nyander, Penny Sue	1300 - Public Defender	100 General Fund	254.00
33755	05/22/2019	O'Rielly Chevrolet, Inc.	1750 - Fleet Management	109 Fleet Management	7,183.89
33756	05/22/2019	OverDrive, Inc.	8000 - County Library District	171 County Library	199.00
33757	05/22/2019	Pima County	1600 - Finance	100 General Fund	39,000.00
33758	05/22/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	97.78
33758	05/22/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	119.88
33758	05/22/2019	Prudential Overall Supply	2100 - Facilities Management	100 General Fund	34.57
33759	05/22/2019	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	1,445.61
33760	05/22/2019	Safelite Autoglass Corp.	1750 - Fleet Management	109 Fleet Management	39.95
33761	05/22/2019	Safeway Stores Inc.	0600 - County Attorney	131 Attorney Diversion	21.60
33762	05/22/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	12,292.43
33762	05/22/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	13,886.10
33763	05/22/2019	SHI International Corp.	1800 - IT/Communications	100 General Fund	42,366.43
33764	05/22/2019	SourceHOV	0300 - Assessor	100 General Fund	38,315.12
33765	05/22/2019	SourceHOV	0300 - Assessor	100 General Fund	14,110.28
33766	05/22/2019	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	30.38

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33767	05/22/2019	Southwestern Border Sheriffs' Coalition	3000 - Sheriff	100 General Fund	200.00
33768	05/22/2019	Stamback Septic Service	7000 - Solid Waste	505 Solid Waste	611.50
33769	05/22/2019	Sulphur Springs Valley Electric Cooperative, Inc.	0950 - Justice Court 5	100 General Fund	112.00
33770	05/22/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	10,963.60
33770	05/22/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	1,075.51
33770	05/22/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,001.79
33771	05/22/2019	Sunsites-Pearce Fire District	5000 - Health Dept	243 Immunization Program	83.53
33772	05/22/2019	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	186.36
33773	05/22/2019	The SJ Anderson Company	2100 - Facilities Management	400 County Capital Projects	200,000.00
33774	05/22/2019	Titan Machinery Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	16,033.66
33775	05/22/2019	TRAK Engineering, Inc	1750 - Fleet Management	109 Fleet Management	10,466.22
33776	05/22/2019	United Fire Equipment Company	1750 - Fleet Management	109 Fleet Management	401.70
33777	05/22/2019	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	108.93
33778	05/22/2019	Vanguard Truck Center	1720 - Heavy Fleet Capital	600 Heavy Fleet Management	46,170.33
33779	05/22/2019	VCA Apache Animal Hospital	3000 - Sheriff	203 Jail Enhancement	81.78
33780	05/22/2019	Vericom LLC	4010 - Highway Dept Administration	251 Highway Fund	4,675.00
33781	05/22/2019	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	67.32
33782	05/22/2019	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	609.33
33783	05/22/2019	Wildlife Control Supplies (WCS), LLC	3000 - Sheriff	100 General Fund	2,008.34
33784	05/22/2019	Willcox Unified School District #13	9000 - School Superintendent	276 School Fund	21,921.80
33785	05/22/2019	Chuar LLC	0200 - Treasurer	100 General Fund	2,037.76
33786	05/22/2019	Cochise County Finance Revolving Fund	1600 - Finance	100 General Fund	12.42
33787	05/22/2019	Supplemental Health Care	1200 - Juvenile Court Services	100 General Fund	2,160.00
33788	05/22/2019	Traywick, Catherine Lynn	0200 - Treasurer	100 General Fund	853.32
33789	05/28/2019	A Foreign Language Service, Corp.	0810 - Court Administration	100 General Fund	65.00
33790	05/28/2019	Aqua Life	0920 - Justice Court 2	100 General Fund	22.00
33791	05/28/2019	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	61.36
33791	05/28/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	111.92
33792	05/28/2019	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	298.88
33793	05/28/2019	Arizona Police Psychology, PLLC	3000 - Sheriff	100 General Fund	498.04
33794	05/28/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	9,002.10
33795	05/28/2019	Arizona School Board Association	9000 - School Superintendent	278 Small Schools	3,600.00
33796	05/28/2019	Armstrong Consultants, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	0.18
33796	05/28/2019	Armstrong Consultants, Inc.	2100 - Facilities Management	400 County Capital Projects	2,590.92
33797	05/28/2019	Auletta, Susan P	0810 - Court Administration	100 General Fund	325.00
33798	05/28/2019	B & S Supply Co, Inc	2100 - Facilities Management	100 General Fund	1,356.47
33799	05/28/2019	Banz, Dean	0810 - Court Administration	100 General Fund	69.02
33800	05/28/2019	Becker, Grace	0910 - Justice Court 1	100 General Fund	90.33
33801	05/28/2019	Benson, City of	2100 - Facilities Management	100 General Fund	310.78
33802	05/28/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	160.38
33803	05/28/2019	Bowie Unified School District #14	9000 - School Superintendent	276 School Fund	4,672.51
33804	05/28/2019	CenturyLink Communications	1750 - Fleet Management	109 Fleet Management	31.75
33805	05/28/2019	Cintas Fire Protection	2100 - Facilities Management	100 General Fund	780.00
33806	05/28/2019	Cloud, Shelly R.	0810 - Court Administration	549 Probate Fees	500.00
33807	05/28/2019	Cochise County Justice Court #2	0920 - Justice Court 2	100 General Fund	132.00
33808	05/28/2019	Cochise Lock and Safe, Inc.	0700 - Clerk of the Superior Court	100 General Fund	429.00
33809	05/28/2019	Cooke, Stephen R.	0810 - Court Administration	168 Children's Issues Ed	285.00
33810	05/28/2019	Culligan of Tucson	0700 - Clerk of the Superior Court	100 General Fund	248.50
33811	05/28/2019	D & G Paint and Body Inc.	1750 - Fleet Management	100 General Fund	1,248.98
33812	05/28/2019	ExhibitOne Corporation	0810 - Court Administration	100 General Fund	23,261.32
33813	05/28/2019	Freedom Towing and Hauling	3000 - Sheriff	100 General Fund	220.00
33814	05/28/2019	Honorable Monica Stauffer	0810 - Court Administration	100 General Fund	186.76
33815	05/28/2019	HOV Services Inc/Lason Systems	0700 - Clerk of the Superior Court	100 General Fund	105.00
33816	05/28/2019	Indeh Multimedia Marketing Group	9000 - School Superintendent	287 Healthy Families	5,000.00
33817	05/28/2019	Johnstun, Doyle B.	2200 - Human Resources	501 Cochise Combined Trust	300.00
33818	05/28/2019	Lawley Motors LLC	1750 - Fleet Management	100 General Fund	733.54
33819	05/28/2019	Madrid, Isabel V	0810 - Court Administration	100 General Fund	250.00
33820	05/28/2019	McCoy's Septic Pumping	2100 - Facilities Management	100 General Fund	450.00
33821	05/28/2019	McCoys Septic Services LLC	2100 - Facilities Management	100 General Fund	1,050.00
33822	05/28/2019	Morin, Barth	2200 - Human Resources	501 Cochise Combined Trust	300.00
33823	05/28/2019	Mortensen, Cynthia	0910 - Justice Court 1	100 General Fund	84.03
33824	05/28/2019	MSR West	9000 - School Superintendent	278 Small Schools	120.00
33825	05/28/2019	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	355.60
33826	05/28/2019	Premier Alliances, Inc.	2100 - Facilities Management	100 General Fund	4,998.00
33827	05/28/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	109.30
33827	05/28/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	13.94
33828	05/28/2019	PTS-Prisoner Transportation Services America LLC	3000 - Sheriff	100 General Fund	11,319.45
33829	05/28/2019	Radiology Ltd	5000 - Health Dept	100 General Fund	587.18
33830	05/28/2019	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	3,755.00
33831	05/28/2019	Riggs, Karen C.	2200 - Human Resources	501 Cochise Combined Trust	150.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33832	05/28/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	1,140.80
33833	05/28/2019	Scott, Johanna	9000 - School Superintendent	278 Small Schools	50.00
33834	05/28/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	14,787.65
33834	05/28/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	4,714.18
33835	05/28/2019	Virginia A. Shreve,	0810 - Court Administration	549 Probate Fees	250.00
33836	05/28/2019	Southwest Metrology and Quality Service Inc	2100 - Facilities Management	100 General Fund	95.00
33837	05/28/2019	Sparkletts	0910 - Justice Court 1	311 JP 1 Enhancement Fund	56.30
33838	05/28/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	500.00
33839	05/28/2019	Stronghold Signs, Inc.	0910 - Justice Court 1	100 General Fund	189.95
33840	05/28/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	2,902.34
33841	05/28/2019	Thomson West	0810 - Court Administration	100 General Fund	472.50
33841	05/28/2019	Thomson West	0810 - Court Administration	311 JP 1 Enhancement Fund	157.50
33841	05/28/2019	Thomson West	0810 - Court Administration	313 JP 3 Enhancement Fund	157.50
33841	05/28/2019	Thomson West	0810 - Court Administration	315 JP 5 Enhancement Fund	157.50
33842	05/28/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	2,398.17
33843	05/28/2019	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	35.82
33844	05/28/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	1,141.22
33845	05/28/2019	Wick Communications	0700 - Clerk of the Superior Court	100 General Fund	196.27
33846	05/28/2019	Cochise County Clerk of Superior Court	0700 - Clerk of the Superior Court	100 General Fund	1,392.74
33847	05/28/2019	Cochise County Finance Revolving Fund	1600 - Finance	120 Attny Victim-Restitution	1,056.96
33848	05/28/2019	Hodges, Brigitta	5000 - Health Dept	100 General Fund	89.93
33849	06/06/2019	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	2,500.00
33850	06/06/2019	Accountable Healthcare Staffing, Inc.	5000 - Health Dept	100 General Fund	3,990.00
33851	06/06/2019	Aerial Solutions II LLC	3000 - Sheriff	211 Private Donor	37,557.23
33852	06/06/2019	AlphaGraphics	7000 - Solid Waste	505 Solid Waste	993.84
33853	06/06/2019	Alvarez, Christopher	0100 - Board of Supervisors	100 General Fund	200.00
33854	06/06/2019	Amazon.com LLC	8000 - County Library District	171 County Library	1,223.03
33854	06/06/2019	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	29.90
33855	06/06/2019	Anderson, Steven James	0810 - Court Administration	549 Probate Fees	250.00
33856	06/06/2019	Animal Watchers & More LLC	0600 - County Attorney	100 General Fund	320.00
33857	06/06/2019	APAAC- AZ Prosecuting Attorneys' Advisory Council	0600 - County Attorney	100 General Fund	1,200.00
33858	06/06/2019	Cassandra Archuleta	5000 - Health Dept	529 Health Policy Initiative	120.00
33859	06/06/2019	Arizona Ambulance Transport	5000 - Health Dept	100 General Fund	1,513.36
33860	06/06/2019	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Management	32.00
33860	06/06/2019	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	92.00
33860	06/06/2019	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	248.00
33860	06/06/2019	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	1,639.68
33861	06/06/2019	Arizona Department of Corrections	3000 - Sheriff	203 Jail Enhancement	810.00
33862	06/06/2019	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	85.00
33863	06/06/2019	Arizona Department of Transportation	1750 - Fleet Management	109 Fleet Management	2,083.72
33864	06/06/2019	Arizona Justice of the Peace Association	0960 - Justice Court 6	100 General Fund	100.00
33865	06/06/2019	Arizona Local Health Officers Association (ALHOA)	5000 - Health Dept	100 General Fund	800.00
33866	06/06/2019	Arizona Police Psychology, PLLC	3000 - Sheriff	100 General Fund	75.00
33867	06/06/2019	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	25,678.81
33867	06/06/2019	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	5,134.17
33867	06/06/2019	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	1,629.70
33868	06/06/2019	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	9,147.62
33869	06/06/2019	Arizona Supreme Court	0810 - Court Administration	100 General Fund	1,950.00
33870	06/06/2019	Arizona Supreme Court	0810 - Court Administration	315 JP 5 Enhancement Fund	4,583.33
33871	06/06/2019	Arizona Water Company	2100 - Facilities Management	100 General Fund	1,650.82
33871	06/06/2019	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	237.20
33872	06/06/2019	Melissa Arrieta	5000 - Health Dept	529 Health Policy Initiative	120.00
33873	06/06/2019	Athens Technical Specialists, Inc. (ATSI)	3000 - Sheriff	570 GIITEM	8,684.42
33874	06/06/2019	Auvine, Melissa	5000 - Health Dept	529 Health Policy Initiative	120.00
33875	06/06/2019	Baker & Taylor, LLC	8000 - County Library District	171 County Library	851.54
33875	06/06/2019	Baker & Taylor, LLC	8000 - County Library District	182 CFSA-Troller Fund	73.37
33876	06/06/2019	Bank of America	1600 - Finance	100 General Fund	256,339.60
33877	06/06/2019	Beacon Secure	5000 - Health Dept	100 General Fund	150.00
33878	06/06/2019	Bear Cat Manufacturing, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	7,892.67
33879	06/06/2019	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	1,222.14
33880	06/06/2019	Benson, City of	4010 - Highway Dept Administration	251 Highway Fund	260.53
33880	06/06/2019	Benson, City of	7000 - Solid Waste	505 Solid Waste	40.16
33881	06/06/2019	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	28.47
33881	06/06/2019	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	326.20
33882	06/06/2019	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	232.99
33883	06/06/2019	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	90.96
33883	06/06/2019	Bowie Water Improvement District	4010 - Highway Dept Administration	251 Highway Fund	49.65
33884	06/06/2019	Branco Machinery Company	4010 - Highway Dept Administration	251 Highway Fund	5,139.19
33885	06/06/2019	Brodart Company	8000 - County Library District	182 CFSA-Troller Fund	1,639.45
33886	06/06/2019	Brown & White Inc	4010 - Highway Dept Administration	251 Highway Fund	6,904.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33887	06/06/2019	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	760.00
33887	06/06/2019	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	45.00
33887	06/06/2019	Bug-Wiser Exterminating, Inc.	3000 - Sheriff	100 General Fund	180.00
33888	06/06/2019	Bureau of Vital Records	5000 - Health Dept	100 General Fund	4,345.00
33889	06/06/2019	Barbara Burr	0950 - Justice Court 5	100 General Fund	50.00
33890	06/06/2019	Cable One	1800 - IT/Communications	100 General Fund	160.29
33891	06/06/2019	CDW LLC	1800 - IT/Communications	100 General Fund	284.31
33891	06/06/2019	CDW LLC	8000 - County Library District	171 County Library	422.22
33892	06/06/2019	Center for Disease Detection, LLC	5000 - Health Dept	100 General Fund	282.50
33893	06/06/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	3,171.18
33893	06/06/2019	CenturyLink Communications	8000 - County Library District	171 County Library	1,459.09
33894	06/06/2019	CenturyLink Communications	1800 - IT/Communications	100 General Fund	2,285.18
33895	06/06/2019	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	65.24
33895	06/06/2019	CenturyLink Communications	0600 - County Attorney	100 General Fund	40.62
33895	06/06/2019	CenturyLink Communications	0600 - County Attorney	124 Attrny Anti-Racketeering	40.62
33895	06/06/2019	CenturyLink Communications	0920 - Justice Court 2	100 General Fund	63.26
33895	06/06/2019	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	1,034.77
33895	06/06/2019	CenturyLink Communications	2100 - Facilities Management	100 General Fund	87.04
33895	06/06/2019	CenturyLink Communications	2100 - Facilities Management	105 Bisbee/Douglas Airport	168.05
33895	06/06/2019	CenturyLink Communications	3000 - Sheriff	100 General Fund	618.44
33895	06/06/2019	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	92.32
33895	06/06/2019	CenturyLink Communications	5000 - Health Dept	100 General Fund	63.00
33895	06/06/2019	CenturyLink Communications	5000 - Health Dept	243 Immunization Program	63.25
33895	06/06/2019	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	611.09
33896	06/06/2019	Charm-Tex	3000 - Sheriff	100 General Fund	1,980.00
33897	06/06/2019	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	454.74
33898	06/06/2019	Cintas Fire Protection	2100 - Facilities Management	100 General Fund	12,812.43
33899	06/06/2019	City of Bisbee	1900 - Development Services	100 General Fund	6,387.10
33900	06/06/2019	City of Sierra Vista	2100 - Facilities Management	100 General Fund	392.27
33901	06/06/2019	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	90,224.00
33902	06/06/2019	Contract Pharmacy Services, Inc.	5000 - Health Dept	100 General Fund	10,745.16
33903	06/06/2019	Copper Queen Community Hospital	2200 - Human Resources	100 General Fund	497.00
33903	06/06/2019	Copper Queen Community Hospital	2200 - Human Resources	239 SEAGO Case Management AAA	20.00
33903	06/06/2019	Copper Queen Community Hospital	2200 - Human Resources	600 Heavy Fleet Management	65.00
33904	06/06/2019	Copygraphix Inc.	1600 - Finance	100 General Fund	26,682.84
33905	06/06/2019	County Supervisors Association	0100 - Board of Supervisors	100 General Fund	127.94
33906	06/06/2019	Timothy Crawford	0950 - Justice Court 5	100 General Fund	68.00
33907	06/06/2019	Carol Crockett	5000 - Health Dept	529 Health Policy Initiative	120.00
33908	06/06/2019	Culligan of Tucson	0600 - County Attorney	100 General Fund	6.98
33909	06/06/2019	Cummings, Dale A.	5000 - Health Dept	529 Health Policy Initiative	120.00
33910	06/06/2019	Czzowitz, Helga	0950 - Justice Court 5	100 General Fund	208.00
33911	06/06/2019	Gabriel C. Dare	0950 - Justice Court 5	100 General Fund	125.00
33912	06/06/2019	Del's Tire Company	1750 - Fleet Management	109 Fleet Management	17.99
33913	06/06/2019	Dell Marketing LP	1800 - IT/Communications	171 County Library	11,598.56
33914	06/06/2019	Demco Inc.	8000 - County Library District	171 County Library	242.90
33914	06/06/2019	Demco Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	346.25
33914	06/06/2019	Demco Inc.	8000 - County Library District	182 CFSA-Troller Fund	603.89
33915	06/06/2019	Deneke, Buffy	0600 - County Attorney	124 Attrny Anti-Racketeering	17.50
33915	06/06/2019	Deneke, Buffy	0810 - Court Administration	100 General Fund	508.20
33916	06/06/2019	Diamondback Police Supply Co	3000 - Sheriff	100 General Fund	477.19
33917	06/06/2019	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfare	26.99
33918	06/06/2019	Diveley, Geff B.	5000 - Health Dept	529 Health Policy Initiative	120.00
33919	06/06/2019	Douglas, City of	1900 - Development Services	100 General Fund	1,462.50
33919	06/06/2019	Douglas, City of	2100 - Facilities Management	100 General Fund	142.79
33919	06/06/2019	Douglas, City of	3000 - Sheriff	100 General Fund	3,221.35
33919	06/06/2019	Douglas, City of	4010 - Highway Dept Administration	251 Highway Fund	413.98
33919	06/06/2019	Douglas, City of	7000 - Solid Waste	505 Solid Waste	28.19
33920	06/06/2019	Douglas, City of	5000 - Health Dept	243 Immunization Program	429.66
33921	06/06/2019	Durley, Tania L.	5000 - Health Dept	529 Health Policy Initiative	120.00
33922	06/06/2019	Eastern Arizona Courier	8000 - County Library District	171 County Library	62.40
33923	06/06/2019	Elfrida Water Improvement District	2100 - Facilities Management	100 General Fund	32.68
33924	06/06/2019	Jessica Elkenberry	5000 - Health Dept	529 Health Policy Initiative	120.00
33925	06/06/2019	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	12,833.78
33926	06/06/2019	English, Ann S.	0100 - Board of Supervisors	100 General Fund	961.13
33927	06/06/2019	Environmental Systems Research Institute, Inc ESRI	1800 - IT/Communications	100 General Fund	18,818.32
33928	06/06/2019	Ergon Asphalt & Emulsions, Inc.	4010 - Highway Dept Administration	251 Highway Fund	137,650.24
33929	06/06/2019	Federal Express Corporation	1800 - IT/Communications	100 General Fund	17.40
33930	06/06/2019	Federal Express Corporation	0600 - County Attorney	100 General Fund	11.07
33930	06/06/2019	Federal Express Corporation	3000 - Sheriff	100 General Fund	102.56
33931	06/06/2019	Freedom Towing and Hauling	3000 - Sheriff	100 General Fund	124.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33932	06/06/2019	Fry Fire District	5000 - Health Dept	243 Immunization Program	240.78
33933	06/06/2019	Gamez, Jose	4010 - Highway Dept Administration	251 Highway Fund	100.00
33934	06/06/2019	Garcia, Alma	5000 - Health Dept	529 Health Policy Initiative	120.00
33935	06/06/2019	Geodesy	1800 - IT/Communications	100 General Fund	300.00
33935	06/06/2019	Geodesy	1800 - IT/Communications	450 M.I.S. Capital Reserve	1,875.00
33936	06/06/2019	Tai Breanna Granger	5000 - Health Dept	529 Health Policy Initiative	120.00
33937	06/06/2019	Jose Guzman	0950 - Justice Court 5	100 General Fund	214.00
33938	06/06/2019	Craig Hamilton	0950 - Justice Court 5	100 General Fund	132.00
33939	06/06/2019	Harris Systems USA, Inc.	0300 - Assessor	100 General Fund	185.00
33940	06/06/2019	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	1,300.00
33941	06/06/2019	Hayhurst, Teri A.	5000 - Health Dept	529 Health Policy Initiative	120.00
33942	06/06/2019	Helm, Livesay, & Worthington, Ltd	1600 - Finance	100 General Fund	39.12
33943	06/06/2019	Marissa A. Herrera	5000 - Health Dept	529 Health Policy Initiative	120.00
33944	06/06/2019	Hirshouer, James	5000 - Health Dept	529 Health Policy Initiative	120.00
33945	06/06/2019	Honeman, Van G.	0600 - County Attorney	124 Attrny Anti-Racketeering	24.50
33946	06/06/2019	HOV Services Inc/Lason Systems	0400 - Recorder	100 General Fund	734.61
33947	06/06/2019	HP Iron, Inc. dba Hitchin Post Iron	4010 - Highway Dept Administration	261 Flood Control Distric	11,964.69
33948	06/06/2019	Hubble, Anthony D	0810 - Court Administration	549 Probate Fees	250.00
33949	06/06/2019	Johnson, Gregory L.	1900 - Development Services	100 General Fund	220.55
33950	06/06/2019	Judd, Peggy S.	0100 - Board of Supervisors	100 General Fund	1,061.40
33951	06/06/2019	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	2,500.00
33952	06/06/2019	Kawamoto, Gerald	0100 - Board of Supervisors	100 General Fund	200.00
33953	06/06/2019	KE&G Construction Inc.	4010 - Highway Dept Administration	251 Highway Fund	46,772.08
33954	06/06/2019	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	5,466.92
33955	06/06/2019	Krieg, Eric David	5000 - Health Dept	529 Health Policy Initiative	120.00
33956	06/06/2019	John Langham	0950 - Justice Court 5	100 General Fund	508.00
33957	06/06/2019	Law Office of Joan M Sacramento	0810 - Court Administration	549 Probate Fees	350.00
33958	06/06/2019	Leever, Ronda	0100 - Board of Supervisors	100 General Fund	192.55
33959	06/06/2019	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	32.00
33960	06/06/2019	Logicalis, Inc.	1800 - IT/Communications	450 M.I.S. Capital Reserve	16,183.76
33961	06/06/2019	Lowell A. Jensen, PLC	1310 - Indigent Defense Coordinator	100 General Fund	2,810.00
33962	06/06/2019	Lumiere, Monica P.	5000 - Health Dept	529 Health Policy Initiative	120.00
33963	06/06/2019	Manny's St. David Automotive & Towing, Inc.	3000 - Sheriff	100 General Fund	259.00
33964	06/06/2019	McCarty, Allen	0950 - Justice Court 5	100 General Fund	126.05
33965	06/06/2019	McCook Boiler & Pump Company	2100 - Facilities Management	100 General Fund	2,848.00
33966	06/06/2019	Merck Sharp & Dohme Corp.	5000 - Health Dept	243 Immunization Program	36,918.85
33967	06/06/2019	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,312.60
33968	06/06/2019	Micholason, Ron	0950 - Justice Court 5	100 General Fund	41.00
33969	06/06/2019	Miller, Nicole Dee	5000 - Health Dept	529 Health Policy Initiative	120.00
33970	06/06/2019	Net Transcripts, Inc.	0600 - County Attorney	100 General Fund	84.02
33971	06/06/2019	NI Government Services Inc	3000 - Sheriff	100 General Fund	221.18
33972	06/06/2019	Nixon, Harold Fredrick	1600 - Finance	100 General Fund	20.40
33973	06/06/2019	Nyander, Penny Sue	0600 - County Attorney	100 General Fund	598.50
33974	06/06/2019	Patricia M Nyberg	5000 - Health Dept	529 Health Policy Initiative	120.00
33975	06/06/2019	Ost, Sherry L.	0100 - Board of Supervisors	100 General Fund	200.00
33976	06/06/2019	PrevenTronics	1800 - IT/Communications	100 General Fund	34,063.12
33977	06/06/2019	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	151.71
33977	06/06/2019	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	132.63
33977	06/06/2019	Prudential Overall Supply	2100 - Facilities Management	100 General Fund	34.57
33978	06/06/2019	Pueblo del Sol Water Company	4010 - Highway Dept Administration	251 Highway Fund	382.92
33979	06/06/2019	Relda LLC dba Dermatec	3000 - Sheriff	100 General Fund	705.99
33980	06/06/2019	RevolutionaryText, LLC	0600 - County Attorney	100 General Fund	49.00
33981	06/06/2019	Amy Elizabeth Roark	5000 - Health Dept	529 Health Policy Initiative	120.00
33982	06/06/2019	Runbeck Election Services Inc.	0400 - Recorder	100 General Fund	825.48
33983	06/06/2019	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	984.66
33983	06/06/2019	Safelite Autoglass Corp.	1750 - Fleet Management	109 Fleet Management	39.95
33984	06/06/2019	Sanchez, Natalie Nicole	5000 - Health Dept	232 Family Planning	36.91
33985	06/06/2019	Schasteen, Steve	4010 - Highway Dept Administration	251 Highway Fund	100.00
33986	06/06/2019	Schlesinger, Aaron	0600 - County Attorney	100 General Fund	696.50
33986	06/06/2019	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	464.80
33987	06/06/2019	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	14,674.56
33987	06/06/2019	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	21,245.79
33988	06/06/2019	Servicemaster Commercial Cleaning Services, LLC	2100 - Facilities Management	216 SEACOM Operations	1,870.63
33989	06/06/2019	Shepard, Sue Kay	5000 - Health Dept	529 Health Policy Initiative	120.00
33990	06/06/2019	Capacstreal Smith	5000 - Health Dept	529 Health Policy Initiative	120.00
33991	06/06/2019	Southeast Arizona Legal Support (SEALS)	0200 - Treasurer	100 General Fund	7,229.75
33992	06/06/2019	Southern Arizona Rad Associates LLC	5000 - Health Dept	234 TB Control	26.62
33993	06/06/2019	Southern Computer Warehouse, Inc.	1800 - IT/Communications	100 General Fund	4,197.90
33993	06/06/2019	Southern Computer Warehouse, Inc.	1800 - IT/Communications	450 M.I.S. Capital Reserve	1,173.01
33994	06/06/2019	Southwest Building Inspection Service, Inc	1900 - Development Services	100 General Fund	150.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
33995	06/06/2019	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	583.26
33995	06/06/2019	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	225.84
33996	06/06/2019	Sparkletts	0100 - Board of Supervisors	100 General Fund	89.19
33996	06/06/2019	Sparkletts	1800 - IT/Communications	100 General Fund	139.90
33996	06/06/2019	Sparkletts	1900 - Development Services	100 General Fund	109.09
33996	06/06/2019	Sparkletts	2100 - Facilities Management	100 General Fund	215.69
33996	06/06/2019	Sparkletts	8000 - County Library District	171 County Library	40.13
33997	06/06/2019	Sparkman Enterprises	2100 - Facilities Management	400 County Capital Projects	24,813.00
33998	06/06/2019	Stamback Septic Service	1900 - Development Services	100 General Fund	145.00
33999	06/06/2019	Stan Greer Millworks	2100 - Facilities Management	100 General Fund	1,469.49
34000	06/06/2019	State Bar of Arizona	1350 - Legal Defender	100 General Fund	98.40
34001	06/06/2019	Stericycle Inc.	3000 - Sheriff	100 General Fund	1,304.70
34002	06/06/2019	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	175.00
34003	06/06/2019	Sulphur Springs Medical Center	3000 - Sheriff	100 General Fund	153.36
34004	06/06/2019	Sulphur Springs Valley Electric Cooperative, Inc.	0950 - Justice Court 5	100 General Fund	112.50
34005	06/06/2019	Sulphur Springs Valley Electric Cooperative, Inc.	1800 - IT/Communications	100 General Fund	668.66
34005	06/06/2019	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	1,408.90
34005	06/06/2019	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	979.16
34005	06/06/2019	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,253.53
34005	06/06/2019	Sulphur Springs Valley Electric Cooperative, Inc.	8000 - County Library District	171 County Library	82.12
34006	06/06/2019	Sune D14 Misc-A Holdings, LLC	2100 - Facilities Management	100 General Fund	6,776.06
34007	06/06/2019	Sunsites-Pearce Fire District	5000 - Health Dept	100 General Fund	992.84
34008	06/06/2019	Teague, Patrick	1710 - Heavy Fleet Management	600 Heavy Fleet Management	115.00
34009	06/06/2019	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	263.29
34010	06/06/2019	Annika Britt Thomas	5000 - Health Dept	529 Health Policy Initiative	120.00
34011	06/06/2019	Thomson West	0810 - Court Administration	151 Law Library	3,658.41
34011	06/06/2019	Thomson West	1350 - Legal Defender	100 General Fund	411.96
34012	06/06/2019	Tim's Wrecker Service	1710 - Heavy Fleet Management	600 Heavy Fleet Management	250.00
34013	06/06/2019	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,225.00
34014	06/06/2019	Trademark Visual, Inc.	1750 - Fleet Management	109 Fleet Management	3,085.14
34015	06/06/2019	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	36,432.70
34016	06/06/2019	Victoria Marie Turner	5000 - Health Dept	529 Health Policy Initiative	120.00
34017	06/06/2019	University of Arizona	1600 - Finance	100 General Fund	28,953.25
34018	06/06/2019	Nuvia Valdez	0950 - Justice Court 5	100 General Fund	33.00
34019	06/06/2019	Valenzuela, Celia A.	5000 - Health Dept	529 Health Policy Initiative	120.00
34020	06/06/2019	Valley Telephone Cooperative, Inc.	0960 - Justice Court 6	100 General Fund	473.18
34020	06/06/2019	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	36.04
34020	06/06/2019	Valley Telephone Cooperative, Inc.	3000 - Sheriff	208 Sheriff Inmate Welfare	79.90
34020	06/06/2019	Valley Telephone Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	298.17
34020	06/06/2019	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	965.88
34021	06/06/2019	Verizon Wireless	3000 - Sheriff	100 General Fund	10,946.02
34021	06/06/2019	Verizon Wireless	3000 - Sheriff	200 Financial Crimes Unit	270.43
34021	06/06/2019	Verizon Wireless	3000 - Sheriff	202 HIDTA	117.12
34022	06/06/2019	Voyager Fleet System, Inc.	1750 - Fleet Management	109 Fleet Management	7,876.53
34023	06/06/2019	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	5,210.79
34024	06/06/2019	Waite, Justin	3000 - Sheriff	100 General Fund	700.00
34025	06/06/2019	Waste Management of Arizona, Inc.	2100 - Facilities Management	100 General Fund	620.82
34025	06/06/2019	Waste Management of Arizona, Inc.	4010 - Highway Dept Administration	251 Highway Fund	611.43
34026	06/06/2019	Waterman, David M	1310 - Indigent Defense Coordinator	100 General Fund	6,500.00
34027	06/06/2019	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	2,186.43
34027	06/06/2019	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	662.62
34028	06/06/2019	Wells, Doris K.	1800 - IT/Communications	100 General Fund	1,347.50
34029	06/06/2019	White, Teresa R	5000 - Health Dept	529 Health Policy Initiative	120.00
34030	06/06/2019	Wick Communications	0200 - Treasurer	100 General Fund	135.67
34031	06/06/2019	Willcox, City of	2100 - Facilities Management	100 General Fund	961.47
34031	06/06/2019	Willcox, City of	4010 - Highway Dept Administration	251 Highway Fund	1,243.54
34031	06/06/2019	Willcox, City of	7000 - Solid Waste	505 Solid Waste	140.08
34032	06/06/2019	WIST Office Products Co	0600 - County Attorney	100 General Fund	2,052.29
34032	06/06/2019	WIST Office Products Co	0600 - County Attorney	124 Attrny Anti-Racketeering	1,068.49
34033	06/06/2019	Arizona Department of Environmental Quality	7000 - Solid Waste	505 Solid Waste	600.00
34034	06/06/2019	Arizona Department of Environmental Quality	7000 - Solid Waste	505 Solid Waste	600.00
34035	06/06/2019	Chuar LLC	0200 - Treasurer	100 General Fund	14,433.74
34036	06/06/2019	Cochise County Finance Revolving Fund	1600 - Finance	100 General Fund	106.50
34037	06/06/2019	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	951.61
34038	06/06/2019	High Desert Clinic Urgent & Occupational Care, LLC	2200 - Human Resources	251 Highway Fund	80.00
34038	06/06/2019	High Desert Clinic Urgent & Occupational Care, LLC	2200 - Human Resources	505 Solid Waste	160.00
34039	06/06/2019	Pitney Bowes Reserve Account	2100 - Facilities Management	100 General Fund	15,000.00
34040	06/06/2019	ProPay, Inc	8000 - County Library District	171 County Library	99.95
34041	06/06/2019	Swartz, Richard M	1310 - Indigent Defense Coordinator	100 General Fund	197.70
34042	06/06/2019	University of Arizona	8000 - County Library District	172 State Grt in Aid 08-A-2	90.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
34043	06/06/2019	US District Court	0600 - County Attorney	124 Attrny Anti-Racketeering	115.50
					2,158,074.48

Consent 5.

Regular Board of Supervisors Meeting **Information Technologies**

Meeting Date:	06/11/2019		
Mule Mountain Communication Site Partial Transfer Assignment			
Submitted By:	Jackie McElyea, Facilities		
Department:	Information Technology		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	3
NAME of PRESENTER:	Joe Casey	**TITLE of PRESENTER:**	Chief Information Officer
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the partial assignment of the old Mule Mountain Communication Site between the Arizona Department of Public Safety and Cochise County, in the amount of $1,000 to process the transfer, effective June 1, 2019.

Background:

The transfer project began 7 years ago and was not completed due to unknown reasons.

Department's Next Steps (if approved):

3 original copies have been submitted to the Board to be signed and notarized. Once completed, one copy would be given to Cochise County, DPS, and State Land. Cochise County IT would then pay the $1,000 application fee to Arizona State Land.

Impact of NOT Approving/Alternatives:

If not approved, the old Mule Mountain Communication Site lease would not be transferred to Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

Please send thee (3) fully executed copies to Cochise County IT. Please have all signatures dated and applications notarized.

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ○ **Amount Available:**

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds 1:

Fund Transfers

Fiscal Year: 2019

One-time Fixed Costs? ($$$): $1,000

Ongoing Costs? ($$$):

County Match Required? ($$$):

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

Source of Funding?: IT Funds

Fiscal Impact & Funding Sources (if known):

$1,000 will be paid to State Land using Cochise County Information Technology funds.

Attachments

Application 1

Application 2
Application 3

ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY
Governor

FRANK L. MILSTEAD
Director

May 6, 2019

Cochise County
Attn: Joe Casey
Facilities Management
1415 Melody Lane, Bldg C
Bisbee, AZ 85603

RE: Partial Assignment of old Mule Mountain Communication Site

Dear Joe,

Enclosed please find the partial transfer applications for the old Mule Mountain Comm Site signed by our Assistant Director. There are (3) copies, one each for DPS, Cochise County and State Land.

Once Cochise County has signed them you can either mail all (3) back to me or send them directly to State Land. If you chose to send them to State Land, I would appreciate a scanned copy emailed to me – just in case they get lost in the mail! This transfer was a project started 7 years ago and for some unknown reason was not completed.

Brad Le Vasseur with State Land said a $1,000 application fee is required to process the transfer. We are requesting that Cochise County pay this fee. Please include a check made out to **Arizona State Land Department** when returning the signed Application for (Partial) Assignment Forms.

If you have any questions please let me know.

Sincerely,

Sue Shurtz

Sue Shurtz
Administrative Services Officer
Facilities Section, MD1220
2102 W Encanto Blvd
Phoenix, AZ 85009
Direct Phone (602) 223-2470
sshurtz@azdps.gov

Susanne Shurtz

From: Casey, Joe <JCasey@cochise.az.gov>
Sent: Monday, May 06, 2019 4:55 PM
To: Susanne Shurtz
Cc: Jeremy Knoll; Adam Follrath; Duarte, Pablo
Subject: RE: Partial Assignment to Cochise County - Mule Mountain Communication Site

Thank you. I will get them signed and returned when I receive them.

Joe

Joe E. Casey
Chief Information Officer (CIO)
Facilities Director
Cochise County
Office # 520-432-8302
Cell # 520-234-7038

From: Susanne Shurtz <SSHURTZ@AZDPS.GOV>
Sent: Monday, May 6, 2019 4:33 PM
To: Casey, Joe <JCasey@cochise.az.gov>
Cc: Jeremy Knoll <JKnoll@AZDPS.GOV>; Adam Follrath <AFOLLRATH@AZDPS.GOV>
Subject: RE: Partial Assignment to Cochise County - Mule Mountain Communication Site

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Joe,

I received the partial transfer applications for the old Mule Mountain Comm Site signed by our Assistant Director. I will mail them to you for signature of Cochise County. There are (3) copies, one each for DPS, Cochise County and State Land.

Once Cochise County has signed them you can either mail them back to me or send them directly to State Land. If you chose to send them to State Land, I would appreciate a scanned copy emailed to me – just in case they get lost in the mail! This transfer was a project 7 years ago and I want to make sure that the transfer paperwork is completed this time around. ☺

Thank you.

Sue Shurtz #7405
Administrative Services Officer
Arizona Department of Public Safety
Logistics Bureau, Facilities Section
(602) 223-2470



From: Casey, Joe [mailto:JCasey@cochise.az.gov]
Sent: Friday, April 19, 2019 11:02 AM
To: Susanne Shurtz <SSHURTZ@AZDPS.GOV>
Subject: RE: Partial Assignment to Cochise County - Mule Mountain Communication Site

Susanne,

This will have to be signed by the Board of Supervisors for the County, but I can remain as the contact person. The electrical service has now been transferred to Cochise County.

Thank you,

Joe

Joe E. Casey
Chief Information Officer (CIO)
Facilities Director
Cochise County
Office # 520-432-8302
Cell # 520-234-7038

From: Susanne Shurtz <SSHURTZ@AZDPS.GOV>
Sent: Thursday, April 18, 2019 4:44 PM
To: Casey, Joe <JCasey@cochise.az.gov>
Subject: Partial Assignment to Cochise County - Mule Mountain Communication Site
Importance: High

Joe,

Attached is the State Land (Partial) Assignment form that for some unknown reason was not completed in 2012. A Memorandum of Agreement was completed and signed (see attached). Now we need to process the State Land form for our "old" Mule Mountain Communication Site be changed over to Cochise County.

If the name, address, email and phone on page 1 and on page 7 are not correct, please let know as soon as possible.

Once DPS signs this form, I will send it to Cochise County, who will sign on page 5 and notarize on page 6.

Thank you.

Sue Shurtz #7405
Administrative Services Officer
Arizona Department of Public Safety
Logistics Bureau, Facilities Section
(602) 223-2470



Susanne Shurtz

From: Bradley Le Vasseur <blevasseur@azland.gov>
Sent: Wednesday, January 23, 2019 8:40 AM
To: Susanne Shurtz
Subject: Re: Mule Mountain Site (old) Transferred to Cochise County 003-00194000
Attachments: image002.png; Assignment.pdf

Good morning Sue,

Thanks for the information, I think I see what happened.

It looks like the right application was started, but it was either never submitted or was returned for revisions. I see pages 10 and 11 are blank, so that could've been a reason for it to be returned. Given how this application is about 6 years old, and on an old template, it'll need to be redone before being submitted. Since the Land Department has moved our applications online, the old paper applications need to be on the most current template for us to be able to enter it into our online system.

Attached is a new assignment application. It'll need to be re-filled out and signed/notarized by both parties. Make sure pages 10 and 11 are filled out as well, which is typically done by the Assignee.

Once the application is ready, you can mail it in with all of the other attachments you provided, and the $1,000 application fee.

If you have any questions, please let me know.

Thank you,

Bradley Le Vasseur

Contracts Management Specialist III

(602) 542-2646 || BLeVasseur@AzLand.gov

Arizona State Land Department

1616 W. Adams St., Phoenix AZ 85007

www.AzLand.gov

On Tue, Jan 22, 2019 at 2:04 PM Susanne Shurtz <SSHURTZ@azdps.gov> wrote:

> Brad,

Attached are the documents that I have for the "old" communication site at Mule Mountain that AZDPS assigned (gave) to Cochise County. AZDPS has built a new Mule Mountain communication site on the leased land we retained.

1) Signed Memorandum of Agreement between AZDPS & Cochise County

2) Assignment of Lease – "old" communicate site portion of the leased land

3) Meets & Bounds – Exhibit A & B

4) Pictures of the assigned site

Please let me know if you need anything else.

Sue Shurtz

Administrative Services Officer

Arizona Department of Public Safety

Logistics Bureau, Facilities Section

(602) 223-2470

RETURN TO:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

SUBMIT NON-REFUNDABLE FILING FEES

DEPARTMENTAL USE ONLY	A. ROLODEX #_____	B. ROLODEX#_____
ACCOUNTING	T & C	RECOMMENDATION/ INITIAL DATE
Filing Fees: Name Change: $500 Partial Assignment of Long Term Commercial Lease: $2,500 All Other Assignments: $1,000 C (24) P (25)	Examiner: Re-assign Examiner:	Approve _____ _____ Deny _____ _____ Reject _____ _____ Withdraw _____ _____

APPLICATION FOR ASSIGNMENT OF LEASE, PERMIT OR RIGHT OF WAY AND ASSUMPTION OF INTEREST

Type or print in ink.

DPS Contract No. 2012-224

LEASE, PERMIT, OR RIGHT OF WAY NUMBER 003 - 000194000

Partial Assignment ☒
Complete Assignment ☐
Name Change ☐

TO AVOID REJECTION, COMPLETE ALL QUESTIONS, SIGN, NOTARIZE AND SUBMIT APPLICATION WITH REQUIRED DOCUMENTS AND NON-REFUNDABLE FILING FEE OF $500 NAME CHANGE; $2,500 PARTIAL ASSIGNMENT OF LONG TERM COMMERCIAL LEASE; $1,000 ALL OTHER ASSIGNMENTS.

NOTICE: ***Any assignment of interest is not binding to either party or the State Land Department until this application has received the written consent of the STATE LAND COMMISSIONER.***

1. APPLICANT(S):

A. ASSIGNOR NAME(S)
(Also known as the Seller and State Lessee)

Arizona Department of Public Safety

Logistics Bureau, Facilities Section

PO Box 6638, Mail Drop 1220
Mailing Address

Phoenix AZ 85005-6638
City State Zip

Sue Shurtz
Contact Person

(602) 223-2470
Phone No

sshurtz@azdps.gov
Email Address (optional)

B. ASSIGNEE NAME(S)
(Also known as the Buyer)

Cochise County

c/o Facilities Management

1415 Melody Lane, Bldg C
Mailing Address

Bisbee AZ 85603
City State Zip

Joe Casey
Contact Person

(520) 432-8902
Phone No

jcasey@cochise.az.gov
Email Address (optional)

2. REQUEST TO ASSIGN INTEREST IN LEASE, PERMIT OR RIGHT OF WAY AND REQUEST TO ASSUME INTEREST OF LEASE, PERMIT OR RIGHT OF WAY:

Assignor(s) not being in default of the rental and/or the conditions of the state lease, permit or right of way does HEREBY MAKE APPLICATION AND REQUEST that the State Land Department authorize and consent to in writing, the assignment of all rights, title, interest and claim in and to the State lease, permit, or right of way no. 003 - 00019400

AND

Assignee(s) in consideration of the sum of zero dollars and no cents **($** 0.00 **) paid to the assignor, does HEREBY MAKE APPLICATION AND REQUEST that the State Land Department authorize the transfer and assumption of all rights, title, interest and claim of the lease, permit or right-of-way described in this application. The assignee hereby assumes and agrees to perform all obligations of the lessee, permittee or grantee under the lease, permit, or right of way and accepts the lease, permit or right of way subject to all existing terms and conditions.**

3. **PARTIAL ASSIGNMENT ONLY:**

If you are requesting assignment of only a portion of the land described in your lease, permit or right of way, complete below or attach a list to this application:

TWN.	RNG.	SEC.	LEGAL DESCRIPTION	ACRES	COUNTY	SLD USE ONLY CTY	GRT	PARCEL
225	23E	36	Please see Exhibit A for land description	.06	Cochise			

4. **ENCUMBRANCES:** ***(This portion is to be completed by assignor.)***

A. **Mortgage or lien:**
Are there any mortgages or liens on file with the Department? Yes ____ No X
If YES, you must enclose a copy of the satisfaction or release of lien signed by the lien holder. If the lien is not paid, a written letter from all parties involved consenting to this assignment must be attached to this application.

NOTICE: Pursuant to A.R.S. § 37-255(A), your application cannot be processed without a release of all liens or a written consent from each party involved. Your application will be rejected if submitted without the required documents. For information regarding liens on file, contact: Administration Division, (602) 542-2514.

B. **Sublease of Record:**
Are there any subleases on file with the Department? Yes____ No X If YES, the current sublease will automatically terminate upon approval of this assignment. If it's the assignees intent to continue subleasing, a new application will need to be submitted.

C. **Overriding Royalty: (Oil & Gas Leases only)**
Does the assignment of this lease reserve to the Assignor an overriding royalty? Yes ____ No ____
If YES, indicate royalty percent: _____

5. **Escrow: (For assignment of long term leases only, if applicable) Please provide escrow number _____**

Please provide name and address of escrow agent: _____

_____

_____

6. **Other Files: Are there other leases, permits or rights of way associated with this assignment? Yes ____ No X**
If YES, please provide a list and circle which ones will be assigned:

_____

7. **Do you have legal access to the proposed leased land? X Yes ___ No**
If yes, state your legal access route: North Juniper Flats Road

8. **ASSIGNOR(S) COMPLETE AND SIGN PAGE 3 AND HAVE ALL SIGNATURES NOTARIZED ON PAGE 4.**
NOTE: Arizona is a community property state. If the assignor(s) of this application is/are married, the assignor(s) and his/her spouse must both sign and have this application notarized, unless the original lease, permit or right of way was issued with the statement "Sole and Separate Property".

9. **ASSIGNEE(S) COMPLETE AND SIGN PAGE 5 AND HAVE ALL SIGNATURES NOTARIZED ON PAGE 6.**
NOTE: If you wish to hold title as "sole and separate property" or "joint tenants with right of survivorship", please indicate in Question No. 1 (Page 1).

TO BE COMPLETED BY ASSIGNOR(S) A.K.A. SELLER(S)

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and sign the certification. NOTE: Applicant must complete item #1.

1. **Is this application made in the name of: (Applicant must check one)** ____Individual(s) ____Husband & Wife
   ____Corporation ____Ltd. Liability Co. ____Partnership ____Ltd. Partnership ____Estate ____Trust
   ____Joint Venture ____Municipality ____Political Subdivision X Other (specify) State Government

2. **INDIVIDUAL(s) OR HUSBAND & WIFE: Complete the following for each applicant:**

NAME	AGE	MARITAL STATUS

3. **CORPORATION: Complete the following:**
   (A) Do you have authority from the Arizona Corporation Commission to transact business in the State of Arizona? Yes____ No____
   (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes____ No____
   (C) In what state are you incorporated? _____
   (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes____ No____
   If no, state the Legal Corporate Name: _____

   Address: _____
   (Street or Box Number) (City) (State) (Zip)

4. **LIMITED LIABILITY COMPANY: Complete the following:**
   (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission? Yes____ No____
   (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission? Yes____ No____
   (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? Yes____ No____

5. **PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal:**

NAME	ADDRESS	AGE	MARITAL STATUS

6. **LIMITED PARTNERSHIP: Is this limited partnership on file with the Arizona Secretary of State? Yes____ No____**
   Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS

7. **ESTATE: Complete the following and attach a copy of the court or estate document(s):**
   Name of the court appointed administrator or personal representative: _____
   List the type and date of issuance of the court or Estate document: _____
   (Type of Document) (Date issued)

8. **TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:**

NAME	ADDRESS	AGE	MARITAL STATUS

   or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. **I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.**

SIGNATURE(S)

Arizona Department of Public Safety
(Name of Corporation, Partnership, etc.)

Signature of Assignor (Individual, Trustee, Personal Representative, etc

Lt. Col. 4/29/19
Signature Title

Signature of Assignor (Individual, Trustee, Personal Representative, etc)

(Signatures must be notarized on page 4)

ASSIGNOR(S) *A.K.A. SELLER(S)*
NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
) **ss.**
County of Maricopa)

On this 29th **day of** April **, 20**19 **before me, a Notary Public within and for said County, personally appeared** Heston Silbert

and known to me to be the person(s) described in and who executed the same as his **free act and deed.**
(his/her/their)

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

My Commission Expires: 1/03/2023

Catherine L. Booton
Notary Public

CATHERINE L. BOOTON
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 557925
Expires January 3, 2023

STATE OF ARIZONA)
) **ss.**
County of _____)

On this _____ **day of** _____ **, 20**____ **before me, a Notary Public within and for said County, personally appeared** _____

and known to me to be the person(s) described in and who executed the same as _____ **free act and deed.**
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public



TO BE COMPLETED BY ASSIGNEE(S) A.K.A. BUYER(S)

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and sign the certification. NOTE: Applicant must complete item #1.

1. **Is this application made in the name of: (Applicant must check one)** ____Individual(s) ____Husband & Wife
   ____Corporation ____Ltd. Liability Co. ____Partnership ____Ltd. Partnership ____Estate ____Trust
   ____Joint Venture ____Municipality ____Political Subdivision X Other (specify) County Government

2. **INDIVIDUAL(s) OR HUSBAND & WIFE: Complete the following for each applicant:**

NAME	AGE	MARITAL STATUS

3. **CORPORATION: Complete the following:**
   (A) Do you have authority from the Arizona Corporation Commission to transact business in the State of Arizona? Yes____ No____
   (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes____ No____
   (C) In what state are you incorporated? _____
   (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes____ No____
   If no, state the Legal Corporate Name: _____

   Address: _____
   (Street or Box Number) (City) (State) (Zip)

4. **LIMITED LIABILITY COMPANY: Complete the following:**
   (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission? Yes____ No____
   (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission? Yes____ No____
   (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? Yes____ No____

5. **PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal:**

NAME	ADDRESS	AGE	MARITAL STATUS

6. **LIMITED PARTNERSHIP: Is this limited partnership on file with the Arizona Secretary of State? Yes____ No____**
   Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS

7. **ESTATE: Complete the following and attach a copy of the court or estate document(s):**
   Name of the court appointed administrator or personal representative: _____
   List the type and date of issuance of the court or Estate document: _____
   (Type of Document) (Date issued)

8. **TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:**

NAME	ADDRESS	AGE	MARITAL STATUS

   or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. **I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.**

SIGNATURE(S)

Cochise County
(Name of Corporation, Partnership, etc.) Signature of Assignee (Individual, Trustee, Personal Representative, etc)

Signature Title Signature of Assignee (Individual, Trustee, Personal Representative, etc)

(Signatures must be notarized on page 6)

ASSIGNEE(S) *A.K.A. BUYER(S)*
NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____, 20____ before me, a Notary Public within and for said County, personally appeared _____

_____

and known to me to be the person(s) described in and who executed the same as _____ free act and deed.
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____, 20____ before me, a Notary Public within and for said County, personally appeared _____

_____

and known to me to be the person(s) described in and who executed the same as _____ free act and deed.
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public

REQUIRED INFORMATION:

The following information must be provided to assist the Department in processing your application and returning all documents to the correct individual or firm.

APPLICATION SUBMITTED BY:

Cochise County
(Name of individual and/or firm)
c/o Facilities Management
1415 Melody Lane, Bldg C
Mailing Address
Bisbee AZ 85603
City State Zip
Joe Casey (520) 432-8302
Contact Person Phone
jcasey@cochise.az.gov
Email Address (optional)

RETURN COMPLETED ASSIGNMENT TRANSACTION TO:

Cochise County
(Name of individual and/or firm)
c/o Facilities Management
1415 Melody Lane, Bldg C
Mailing Address
Bisbee AZ 85603
City State Zip
Joe Casey (520) 432-8302
Contact Person Phone
jcasey@cochise.az.gov
Email Address (optional)

IMPORTANT NOTICE: Your application will be rejected and the non-refundable filing fee will be forfeited if this application is submitted without the required documents, notarized signatures and all pertinent questions answered.

ASSIGNEE (BUYER) READ CAREFULLY:

Pages 8 through 14 are specific questions that are required to be answered by the Assignee (Buyer) and returned with the application. Complete only the appropriate pages which pertain to the specific type of lease or permit being assigned.

Grazing . . . . . Complete Pages 8, 9 & 14

Commercial. . . . . Complete Pages 10 & 11

Homesite. . . . . .Complete Page 12

Agriculture. . . . . .Complete Pages 13 & 14

Right-of-Way. . . . . You may discard pages 8-14

Minerals/Oil & Gas. . . . . You may discard pages 8-14

All applicants must complete the Environmental Disclosure Questionnaire.

GRAZING ASSIGNMENT APPLICANT ONLY: **Lease or Permit No.** 003 _000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Grazing lease/permit. (Pages 10 thru 13 may now be discarded.)

No credit shall be given to the applicant for any claimed grazing use of private or federal lands within the ranch unit, unless disclosed at this time, or subsequently disclosed by an amended statement of your ranch holdings.

1. **Do you control a federal grazing allotment that will be used in association with this grazing lease? Yes____ No____**
   If yes, indicate the following:

   a. **Total acres/Name of federal allotment: _____**

   b. **Administering agency/Office location: _____**

2. **Do you own contiguous land which will be used in connection with this State grazing lease? Yes____ No____**
   If yes, indicate the total acres _____, and attach supporting documentation to show proof of ownership.

3. **Do you control any contiguous private land by written agreement that will be used in connection with this State grazing lease? Yes____ No____. If yes, indicate the total acres_____. A copy of each written agreement for private lands you control but do not own must be attached or your application may be returned.**

4. **Have you attached a current copy of your certificate indicating proof of an Arizona Registered Brand?**
   Yes _____ No_____ If not, your application will be returned.
   NOTE: Brand Certificate must be in the same name as assignee.

5. **Do you intend to use the leased land for livestock grazing? Yes____ No____**

6. **Indicate the type of livestock operation you intend to manage on the subject land:**

   ____ cattle ____ horses _____ sheep _____ goats
   ____ cow/calf ____ cow/calf/stocker _____ cow/calf/yearling _____ stocker other_____

7. **Indicate the time of year livestock will be grazed upon the subject land: (check one)**

   ___ year long ___ seasonal: Date of use, from _____ to _____

8. **Do you claim superior right to lease this tract by virtue of private land holdings, private land leases, water rights, or federal permits, improvements or other equities in the vicinity of same? Yes____ No____. If yes, explain in detail:**

   _____

   _____

   _____

9. **COMPLETE MAP ON PAGE 9.**

10. **COMPLETE IMPROVEMENT QUESTIONNAIRE ON PAGE 14.**

COMPLETE THIS MAP, COLOR CODE THE VARIOUS CATEGORIES OF LAND OWNERSHIP OR CONTROL AS FOLLOWS:

☐ **1. Location of perimeter fencing (---x---x---x)**

☐ **2. Location of major cross fencing (---/---/---)**

☐ **3. Location of State leased land within your ranch boundaries = blue**

☐ **4. Location of any federal land you control within your ranch boundaries = yellow**

☐ **5. Location of any private land you own within your ranch boundaries = red**

☐ **6. Location of any private land you control by written agreement within your ranch boundaries = green**

☐ **7. Location of any uncontrolled land within your ranch boundaries = orange**

☐ **8. Indicate the appropriate township and range in the blanks provided along the margins of the plat**

☐ **9. Provide smaller subdivisions, if needed.**

<u>You may submit the map information on the plat below,</u> or on a county highway map, BLM, or Forest Service allotment map.

INDICATE SCALE OF MAP: _____

COMMERCIAL LEASE ASSIGNMENT APPLICANT ONLY: Lease No. 003 - 000194000

Assignee *(Buyer)* will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Commercial lease. (Pages 8, 9 and 12 thru 14 may now be discarded.)

1. **Give full description of the nature of the business, or businesses that you propose to operate on the land being applied for:**
   We are assuming a site with a communication tower built on it. There will be no improvements to the site.

   NOTE: THE LEASE ONLY PERMITS THE USE OF THE LAND FOR THE PURPOSES EXPRESSLY STATED IN THE CONTRACT AND CANNOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL FROM THE DEPARTMENT.

2. **What is your plan of operation? (if you plan to develop this parcel, you must include a conceptual plan to complete this application). A complete site plan will be required before you begin any grading or construction. The State Land Department development guidelines may apply. Indicate dates you intend to start. Complete page 11, PART I.** ***(To request assistance completing this questionnaire, contact (602)542-3000.)***

3. **Pursuant to A.R.S. §37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there any improvements on the parcel of land you are applying to lease? Yes ___ No X. If yes, list each improvement and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s) on page 11, PART II.**

   NOTE: ***Above does not apply to Long Term Commercial Leases.***

4. **Are any improvements or changes in existing improvements, to be constructed or installed on the leased land? Yes___ No X. If yes, complete page 11, PART III.**

5. **What is the estimated date of completion of the proposed improvement(s)?** Does not apply

   NOTE: ***Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.***

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

6. **What is, or will be, the source of water for the use of the land being applied for?**
   Does not apply

7. **What is, or will be, the source of utilities for the use of the land being applied for?**
   APS and back up propane generator

PART I. **Plan of Operation(s): (Include starting date.)**

The Cochise County Sheriff's Office has been using this communication site since Cochise County signed a Memorandum of Agreement with AZDPS in 2012. The DPS Contract No. is 2012-157. A copy is attached to this partial assignment of lease. For an unknown reason the original partial assignment of lease was not submitted to and/or completed by Arizona State Land. So we are processing it now after-the-fact.

PART II. **Existing Improvements:**

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION
This site contains a 15'x23' block building, with a 12'x13' generator room, a 60 foot Sabre S3TL tower and a Generac - Propane Generator.	The legal description of this land/site is contained in the attached Exhibits A and B.

PART III. **Proposed Improvements:**

DESCRIPTION	ANTICIPATED VALUE	OWNERSHIP
There will be no improvements to this site.	Does not apply, no improvements will be made to this site.	Cochise County

HOMESITE ASSIGNMENT APPLICANT ONLY: Lease No. 003 -000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Homesite lease. (Pages 8 thru 11, 13 and 14 may now be discarded.)

1. **What is, or will be, the source of water for the use of the land being applied for?**

   _____

2. **What is, or will be, the source of utilities for the use of the land being applied for?**

   _____

3. **Pursuant to A.R.S. §37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there any improvements on the lands applied for at this time? Yes _____ No _____ If yes, list each improvement and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s) under PART I below.**

4. **Are any improvements or changes in existing improvements to be constructed or installed on the leased land? Yes _____ No _____. If yes, complete PART II below.**

5. **What is the estimated date of completion of the proposed improvement(s)? _____**

NOTE: ***Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.***

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

PART I. Existing Improvements:

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION

PART II. Proposed Improvements:

DESCRIPTION	ANTICIPATED VALUE	OWNERSHIP

AGRICULTURE ASSIGNMENT APPLICANT ONLY: **Lease or Permit No.** 003 000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume an Agriculture lease/permit. (Pages 8 thru 12 may now be discarded.)

1. **If your application to assign is approved, do you intend to farm the subject lands? Yes ____ No ____.**

   a. **If yes, how many acres will be farmed? (Please attach proposed farm plan.)** _____

   _____

   b. **If no, indicate reason:** _____

   _____

   _____

2. **Is this application for an agriculture lease located within an irrigation district? Yes ____ No ____. If yes, a copy of the paid irrigation tax receipt must be submitted with this application.**

   NOTE: ***If the acreage under this application is located within a Central Arizona Project irrigation district, the assignment will not be approved unless the assignee has filed the proper acreage certification form with the irrigation district. Please contact the irrigation district for forms and information.***

3. **If the lands under the lease are located within an Active Management Area or Irrigation Non-Expansion Area, have you reviewed the annual allotment of water, regulated by the Arizona Department of Water Resources (ADWR), with which to irrigate eligible acres? _____ Yes _____ No.**

   Have you reviewed the status of the flexibility account for the Irrigation Grandfathered Right (IGR)? ____ Yes ____No.

   NOTE: ***The annual allotment of water may be reduced pursuant to management plan requirements developed and enforced by ADWR. If the flexibility account has a debit balance that exceeds 50% of the allotment during a calendar year, a transfer of credits to the IGR would be required to avoid enforcement by ADWR and the Department. Please contact either ADWR or the Department's Water Rights Section (602) 542-3500 for assistance.***

4. **COMPLETE IMPROVEMENT QUESTIONNAIRE ON PAGE 14.**

IMPROVEMENT QUESTIONNAIRE

GRAZING & AGRICULTURE ASSIGNMENT APPLICANTS ONLY: **Lease or Permit No.** 003 -000194000

IMPROVEMENT INFORMATION:

Pursuant to A.R.S. § 37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there improvements on the parcel of land you are applying to lease?____ Yes ____ No. If yes, list each improvement below and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s).

(If needed, additional sheet can be attached) Note: Do not attach Departmental computer print-out list of improvement records.

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION

Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

ASSIGNMENT APPLICATION
FILING INFORMATION

(READ CAREFULLY)

Please check our website at www.azland.gov or call our Public Records Counter at (602) 542-4631 to ensure you have the most current assignment application.

Filing Fee:

Name Change $500
Partial Assignment of Long Term Commercial Lease $2,500
All other Assignments $1,000

Submit Application and NON-REFUNDABLE filing fee to:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

For assistance contact: . . . . . (602) 542-2665
For Minerals or Oil & Gas assistance contact: . . . . . (602) 542-2687

LIENS:

1. **Current Liens on File: All liens filed with the Department require a satisfaction or written consent of all parties involved. This must be submitted with your application or it will be rejected. (A.R.S. § 37-255 and A.R.S. § 37-289)**

2. **Filing a new lien: To file a new lien on the leasehold interest, the lien document must include the lease number and/or legal description(s) of the lease. You must submit a $50.00 filing fee with each new mortgage or lien filed.**

FORECLOSURE, BANKRUPTCY OR DEED OF TRUST SALE:
Submit a copy of the sheriff's deed, trustee's deed or appropriate court order with the completed assignment application. The document must include the lease number and/or legal description(s) of the lease. ***A deed of conveyance or warranty deed cannot be accepted as evidence of a lease assignment. All assignments of lease, permit or right of way must be submitted on an application provided by the State Land Department and accompanied by the appropriate legal document. (A.R.S. Title 37)***

RENT OR DEFAULTS:
A lessee of State lands not in default in rent and who has kept and performed all conditions of the lease, may, with the written consent of the Department, assign the lease. DO NOT submit your application if your rent is not paid. (A.R.S. § 37-286(B))

An application for assignment of lease or permit will not be accepted for filing and processing during the last 30 days of the lease year, unless the next year's advanced rents have been paid. (Departmental Rule 12-5-512.B)

NAMES:
The assignor (current state lessee) name(s) must be stated on this application EXACTLY as the name(s) are on the original lease, permit or right of way document. (Additional certification and acknowledgment pages may be copied and attached, if required.)

MULTI-LEASES OR LEASE CODES:
A separate application and fee must be submitted for each lease or code of a lease.
(Example of a code: 01-27445-01 or 01-27445-02)

BRANDS - GRAZING ASSIGNEE ONLY:
ASLD policy states applicants for a Grazing lease/permit must have an Arizona registered brand. A copy of your certificate must accompany your application or your application will be rejected. NOTE: Brand Certificate must be in the same name as assignee.

POWER OF ATTORNEY:
If you are acting as an Attorney in Fact for the applicant, you must submit a copy of your notarized Power of Attorney and a $50.00 additional fee.

ESTATE, DEATH OR INCOMPETENCE OF A LESSEE:
When a personal representative or administrator is executing the assignment application, you are required to submit a CERTIFIED copy of the appropriate legal document or court order or your application will be rejected.

HOLDING TITLE:

ASSIGNOR(S): Arizona is a community property state. If the assignor(s) of this application is/are married, the assignor(s) and his/her spouse must both sign and have this application notarized, unless the original lease, permit or right of way was issued with the statement "Sole and Separate Property".

ASSIGNEE(S): If you wish to hold title as "sole and separate property" or "joint tenants with right of survivorship", please indicate in Question No. 1 (Page 1).

DISSOLUTION OF MARRIAGE:
Send a copy of the dissolution court document to the Department for review prior to submitting an assignment application or call (602) 542-2665 for information.

Note: If the dissolution includes the lease number and/or legal description(s) of the lease, and states which spouse retained the lease, an assignment may not be necessary.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST:
If an overriding royalty interest is to be conveyed, please submit a copy of the Assignment of Overriding Royalty Interest. This document must be filed in the county where the property is located.

SUBLEASE OF RECORD:
If there is a sublease of record, assignor must notify the sublessee of proposed assignment. If it is the assignees intent to continue subleasing, a new application will need to be submitted after the approval of the assignment.

CHECK LIST

To avoid rejection of your application, be sure to include the following:

- ☐ **Your non-refundable filing fee and any additional fees required.**
- ☐ **Rental payment, if rent is not currently paid. (If you are uncertain, please contact the Department.)**
- ☐ **Original signature(s) and acknowledgment(s) of assignor(s) and assignee(s).**
- ☐ **All legal documents or documentation required to complete this assignment transaction.**
- ☐ **Release or written consent of any mortgages or liens of record. (If you are uncertain as to what liens are of record, please contact the Department.)**
- ☐ **All pertinent questions answered or addressed. (Pages 1 thru 7 and applicable Pages 8-14)**
- ☐ **Environmental Disclosure Questionnaire.**
- ☐ **Original lease or permit must be submitted with the application for Mineral or Oil & Gas Assignments ONLY.**

Your application will be rejected and the non-refundable filing fee will be forfeited if this application is submitted without the required documents, notarized signatures and all pertinent questions answered.

Tower Site
Mule Mtns.

EXHIBIT A
LAND DESCRIPTION

THAT PORTION OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 23 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND G.L.O. BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 36, TOWNSHIP 22 SOUTH, RANGE 23 EAST AND SECTION 31, TOWNSHIP 22 SOUTH, RANGE 24 EAST;

THENCE S 38°38'12"W, A DISTANCE OF 715.56 FEET TO THE **POINT OF BEGINNING;**

THENCE S 16°41'26"W, A DISTANCE OF 50.00 FEET TO A POINT FROM WHICH A G.L.O. BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS S 12°40'06"E, A DISTANCE OF 2072.32 FEET;

THENCE N 73°18'34"W, A DISTANCE OF 51.00 FEET;

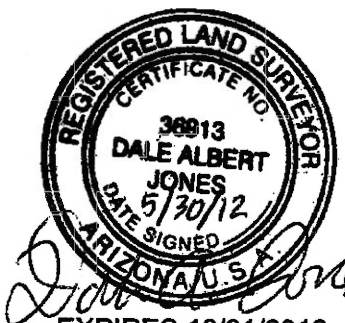
THENCE N 16°41'26"E, A DISTANCE OF 50.00 FEET TO A POINT FROM WHICH A G.L.O. BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 25 AND SAID SECTION 36 BEARS N 33°45'51"W, A DISTANCE OF 3829.61 FEET;

THENCE S 73°18'34"E, A DISTANCE OF 51.00 FEET TO THE **POINT OF BEGINNING.**

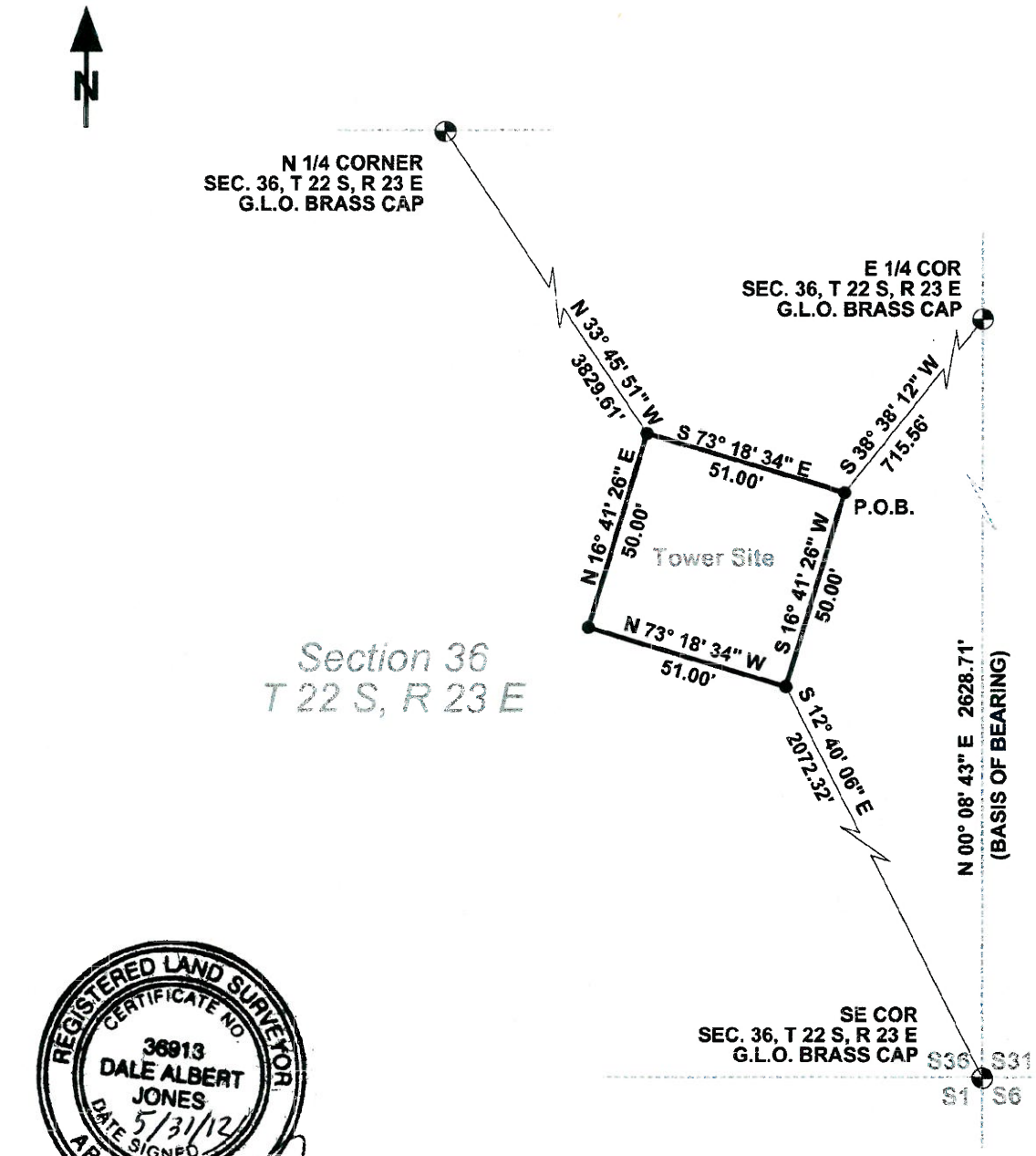
ENCOMPASSING AN AREA OF 2550 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY AND ALL PRIOR EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS, AND ENCUMBRANCES, OF RECORD OR NOT OF RECORD, WHICH MAY OTHERWISE LEGALLY EXIST.

ANY MODIFICATION TO THE FOREGOING DESCRIPTION TERMINATES THE LIABILITY OF THE SURVEYOR.



EXPIRES 12/31/2013



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36913
DALE ALBERT
JONES
DATE SIGNED 5/31/12
ARIZONA U.S.A.

EXPIRES 12/31/2013

COUNTY OF COCHISE
1881
ARIZONA

EXHIBIT B
Mule Mountain
Tower Lease Site Map
Por. of Sec 36, T 22 S, R 23 E
Gila and Salt River Meridian

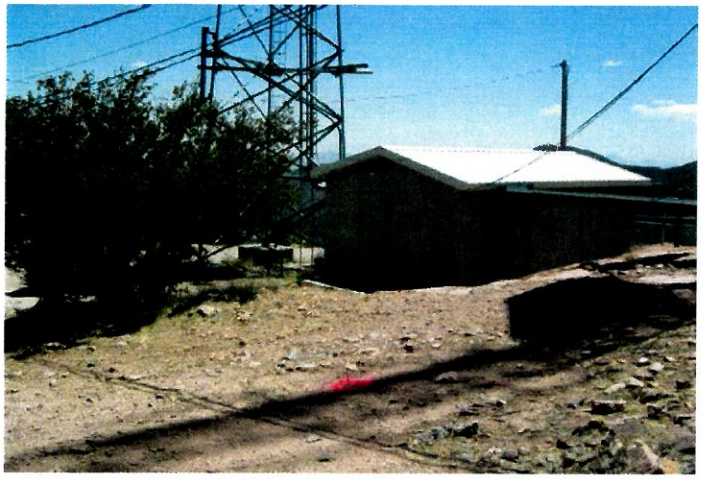
This map is a product of the Cochise County GIS

Not to Scale

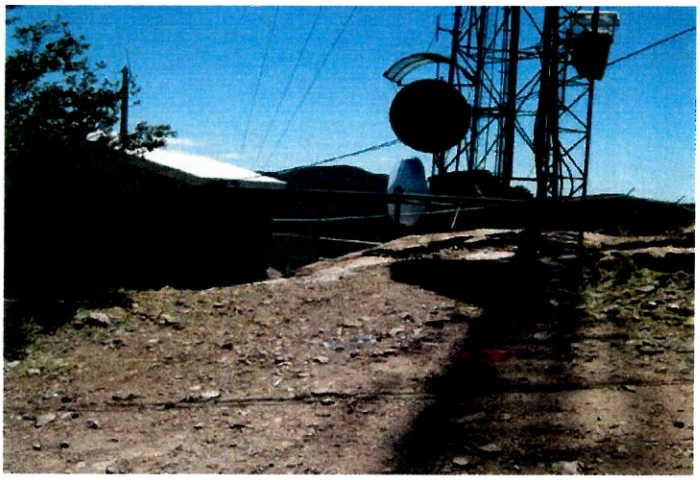
jmcgrath, 2012-05-31 10:31:49
Mule Mountain Lease Site ExhibitB (\\Ccappmi3\geocesy\Encompass\Admin\Personal\GISAdmin.mdb)

This document is a graphic representation only of best available sources.
Cochise County assumes no responsibility for any errors.

Photos of AZDPS "Old" Mule Mountain Communication Site Assigned to Cochise County



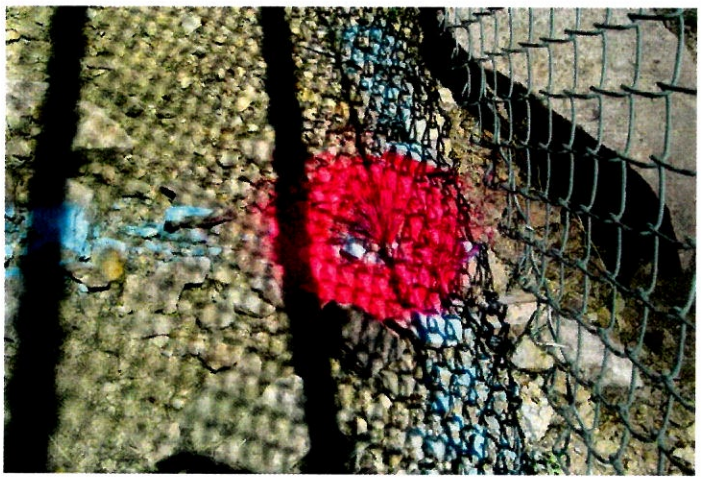
Corner 1_1



Corner 1_2



Corner 1_3

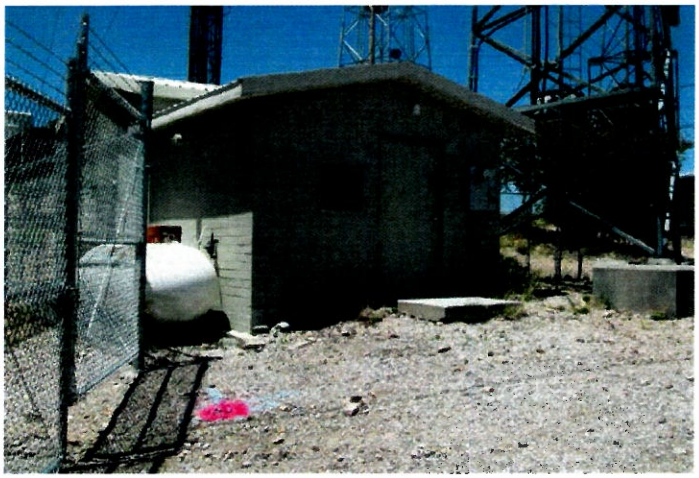


Corner 2_1



Corner 2_2

Photos of AZDPS "Old" Mule Mountain Communication Site Assigned to Cochise County



Corner 3_1



Corner 3_2



Corner 4_1



Corner 4_2

RETURN TO:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

SUBMIT NON-REFUNDABLE FILING FEES

DEPARTMENTAL USE ONLY	A. ROLODEX #_____	B. ROLODEX#_____
ACCOUNTING	T & C	RECOMMENDATION/ INITIAL DATE
Filing Fees: Name Change: $500 Partial Assignment of Long Term Commercial Lease: $2,500 All Other Assignments: $1,000 C (24) P (25)	Examiner: Re-assign Examiner:	Approve _____ _____ Deny _____ _____ Reject _____ _____ Withdraw _____ _____

APPLICATION FOR ASSIGNMENT OF LEASE, PERMIT OR RIGHT OF WAY AND ASSUMPTION OF INTEREST

Type or print in ink.

DPS Contract No. 2012-224

LEASE, PERMIT, OR RIGHT OF WAY NUMBER 003 - 000194000

Partial Assignment ☒
Complete Assignment ☐
Name Change ☐

TO AVOID REJECTION, COMPLETE ALL QUESTIONS, SIGN, NOTARIZE AND SUBMIT APPLICATION WITH REQUIRED DOCUMENTS AND NON-REFUNDABLE FILING FEE OF $500 NAME CHANGE; $2,500 PARTIAL ASSIGNMENT OF LONG TERM COMMERCIAL LEASE; $1,000 ALL OTHER ASSIGNMENTS.

NOTICE: ***Any assignment of interest is not binding to either party or the State Land Department until this application has received the written consent of the STATE LAND COMMISSIONER.***

1. APPLICANT(S):

A. ASSIGNOR NAME(S)
(Also known as the Seller and State Lessee)

Arizona Department of Public Safety

Logistics Bureau, Facilities Section

PO Box 6638, Mail Drop 1220
Mailing Address

Phoenix AZ 85005-6638
City State Zip

Sue Shurtz
Contact Person

sshurtz@azdps.gov (602) 223-2470
Email Address (optional) Phone No

B. ASSIGNEE NAME(S)
(Also known as the Buyer)

Cochise County

c/o Facilities Management

1415 Melody Lane, Bldg C
Mailing Address

Bisbee AZ 85603
City State Zip

Joe Casey
Contact Person

jcasey@cochise.az.gov (520) 432-8902
Email Address (optional) Phone No

2. REQUEST TO ASSIGN INTEREST IN LEASE, PERMIT OR RIGHT OF WAY AND REQUEST TO ASSUME INTEREST OF LEASE, PERMIT OR RIGHT OF WAY:

Assignor(s) not being in default of the rental and/or the conditions of the state lease, permit or right of way does HEREBY MAKE APPLICATION AND REQUEST that the State Land Department authorize and consent to in writing, the assignment of all rights, title, interest and claim in and to the State lease, permit, or right of way no. 003 - 00019400

AND

Assignee(s) in consideration of the sum of zero dollars and no cents **($** 0.00 **) paid to the assignor, does HEREBY MAKE APPLICATION AND REQUEST that the State Land Department authorize the transfer and assumption of all rights, title, interest and claim of the lease, permit or right-of-way described in this application. The assignee hereby assumes and agrees to perform all obligations of the lessee, permittee or grantee under the lease, permit, or right of way and accepts the lease, permit or right of way subject to all existing terms and conditions.**

3. **PARTIAL ASSIGNMENT ONLY:**

If you are requesting assignment of only a portion of the land described in your lease, permit or right of way, complete below or attach a list to this application:

TWN.	RNG.	SEC.	LEGAL DESCRIPTION	ACRES	COUNTY	SLD USE ONLY CTY	GRT	PARCEL
225	23E	36	Please see Exhibit A for land description	.06	Cochise			

4. **ENCUMBRANCES:** ***(This portion is to be completed by assignor.)***

A. **Mortgage or lien:**
Are there any mortgages or liens on file with the Department? Yes ____ No X
If YES, you must enclose a copy of the satisfaction or release of lien signed by the lien holder. If the lien is not paid, a written letter from all parties involved consenting to this assignment must be attached to this application.

NOTICE: Pursuant to A.R.S. § 37-255(A), your application cannot be processed without a release of all liens or a written consent from each party involved. Your application will be rejected if submitted without the required documents. For information regarding liens on file, contact: Administration Division, (602) 542-2514.

B. **Sublease of Record:**
Are there any subleases on file with the Department? Yes____ No X If YES, the current sublease will automatically terminate upon approval of this assignment. If it's the assignees intent to continue subleasing, a new application will need to be submitted.

C. **Overriding Royalty: (Oil & Gas Leases only)**
Does the assignment of this lease reserve to the Assignor an overriding royalty? Yes ____ No ____
If YES, indicate royalty percent: _____

5. **Escrow: (For assignment of long term leases only, if applicable) Please provide escrow number _____**

Please provide name and address of escrow agent: _____

_____

_____

6. **Other Files: Are there other leases, permits or rights of way associated with this assignment? Yes ____ No X**
If YES, please provide a list and circle which ones will be assigned:

_____

7. **Do you have legal access to the proposed leased land? X Yes ___ No**
If yes, state your legal access route: North Juniper Flats Road

8. **ASSIGNOR(S) COMPLETE AND SIGN PAGE 3 AND HAVE ALL SIGNATURES NOTARIZED ON PAGE 4.**
NOTE: Arizona is a community property state. If the assignor(s) of this application is/are married, the assignor(s) and his/her spouse must both sign and have this application notarized, unless the original lease, permit or right of way was issued with the statement "Sole and Separate Property".

9. **ASSIGNEE(S) COMPLETE AND SIGN PAGE 5 AND HAVE ALL SIGNATURES NOTARIZED ON PAGE 6.**
NOTE: If you wish to hold title as "sole and separate property" or "joint tenants with right of survivorship", please indicate in Question No. 1 (Page 1).

TO BE COMPLETED BY ASSIGNOR(S) A.K.A. SELLER(S)

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and sign the certification. NOTE: Applicant must complete item #1.

1. **Is this application made in the name of: (Applicant must check one)** ____Individual(s) ____Husband & Wife
   ____Corporation ____Ltd. Liability Co. ____Partnership ____Ltd. Partnership ____Estate ____Trust
   ____Joint Venture ____Municipality ____Political Subdivision X Other (specify) State Government

2. **INDIVIDUAL(s) OR HUSBAND & WIFE: Complete the following for each applicant:**

NAME	AGE	MARITAL STATUS

3. **CORPORATION: Complete the following:**
   (A) Do you have authority from the Arizona Corporation Commission to transact business in the State of Arizona? Yes____ No____
   (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes____ No____
   (C) In what state are you incorporated? _____
   (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes____ No____
   If no, state the Legal Corporate Name: _____

   Address: _____
   (Street or Box Number) (City) (State) (Zip)

4. **LIMITED LIABILITY COMPANY: Complete the following:**
   (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission? Yes____ No____
   (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission? Yes____ No____
   (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? Yes____ No____

5. **PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal:**

NAME	ADDRESS	AGE	MARITAL STATUS

6. **LIMITED PARTNERSHIP: Is this limited partnership on file with the Arizona Secretary of State? Yes____ No____**
   Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS

7. **ESTATE: Complete the following and attach a copy of the court or estate document(s):**
   Name of the court appointed administrator or personal representative: _____
   List the type and date of issuance of the court or Estate document: _____
   (Type of Document) (Date issued)

8. **TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:**

NAME	ADDRESS	AGE	MARITAL STATUS

   or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. **I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.**

SIGNATURE(S)

Arizona Department of Public Safety
(Name of Corporation, Partnership, etc.) — Signature of Assignor (Individual, Trustee, Personal Representative, etc

Lt. Col. 4/20/17
Signature — Title — Signature of Assignor (Individual, Trustee, Personal Representative, etc)

(Signatures must be notarized on page 4)

ASSIGNOR(S) *A.K.A. SELLER(S)*
NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
) **ss.**
County of Maricopa)

On this 29th **day of** April **, 20** 19 **before me, a Notary Public within and for said County, personally appeared** Heston Silbert

and known to me to be the person(s) described in and who executed the same as his **free act and deed.**
(his/her/their)

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

My Commission Expires: 01/03/2023

Catherine L Booton
Notary Public

CATHERINE L. BOOTON
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 557925
Expires January 3, 2023

STATE OF ARIZONA)
) **ss.**
County of _____)

On this _____ **day of** _____ **, 20**____ **before me, a Notary Public within and for said County, personally appeared** _____

and known to me to be the person(s) described in and who executed the same as _____ **free act and deed.**
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public



TO BE COMPLETED BY ASSIGNEE(S) A.K.A. BUYER(S)

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and sign the certification. NOTE: Applicant must complete item #1.

1. **Is this application made in the name of: (Applicant must check one)** ___Individual(s) ___Husband & Wife
   ___Corporation ___Ltd. Liability Co. ___Partnership ___Ltd. Partnership ___Estate ___Trust
   ___Joint Venture ___Municipality ___Political Subdivision X Other (specify) County Government

2. **INDIVIDUAL(s) OR HUSBAND & WIFE: Complete the following for each applicant:**

NAME	AGE	MARITAL STATUS

3. **CORPORATION: Complete the following:**
   (A) Do you have authority from the Arizona Corporation Commission to transact business in the State of Arizona? Yes___ No___
   (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes___ No___
   (C) In what state are you incorporated? _____
   (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes___ No___
   If no, state the Legal Corporate Name: _____

   Address: _____
   (Street or Box Number) (City) (State) (Zip)

4. **LIMITED LIABILITY COMPANY: Complete the following:**
   (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission? Yes___ No___
   (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission? Yes___ No___
   (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? Yes___ No___

5. **PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal:**

NAME	ADDRESS	AGE	MARITAL STATUS

6. **LIMITED PARTNERSHIP: Is this limited partnership on file with the Arizona Secretary of State? Yes___ No___**
   Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS

7. **ESTATE: Complete the following and attach a copy of the court or estate document(s):**
   Name of the court appointed administrator or personal representative: _____
   List the type and date of issuance of the court or Estate document: _____
   (Type of Document) (Date issued)

8. **TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:**

NAME	ADDRESS	AGE	MARITAL STATUS

   or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. **I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.**

SIGNATURE(S)

Cochise County
(Name of Corporation, Partnership, etc.)

Signature of Assignee (Individual, Trustee, Personal Representative, etc)

Signature Title

Signature of Assignee (Individual, Trustee, Personal Representative, etc)

(Signatures must be notarized on page 6)

ASSIGNEE(S) *A.K.A. BUYER(S)*
NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____, 20____ before me, a Notary Public within and for said County, personally appeared _____

_____

and known to me to be the person(s) described in and who executed the same as _____ free act and deed.
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____, 20____ before me, a Notary Public within and for said County, personally appeared _____

_____

and known to me to be the person(s) described in and who executed the same as _____ free act and deed.
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public

REQUIRED INFORMATION:

The following information must be provided to assist the Department in processing your application and returning all documents to the correct individual or firm.

APPLICATION SUBMITTED BY:

Cochise County
(Name of individual and/or firm)
c/o Facilities Management
1415 Melody Lane, Bldg C
Mailing Address
Bisbee AZ 85603
City State Zip
Joe Casey (520) 432-8302
Contact Person Phone
jcasey@cochise.az.gov
Email Address (optional)

RETURN COMPLETED ASSIGNMENT TRANSACTION TO:

Cochise County
(Name of individual and/or firm)
c/o Facilities Management
1415 Melody Lane, Bldg C
Mailing Address
Bisbee AZ 85603
City State Zip
Joe Casey (520) 432-8302
Contact Person Phone
jcasey@cochise.az.gov
Email Address (optional)

IMPORTANT NOTICE: Your application will be rejected and the non-refundable filing fee will be forfeited if this application is submitted without the required documents, notarized signatures and all pertinent questions answered.

ASSIGNEE (BUYER) READ CAREFULLY:

Pages 8 through 14 are specific questions that are required to be answered by the Assignee (Buyer) and returned with the application. Complete only the appropriate pages which pertain to the specific type of lease or permit being assigned.

Grazing . . . . . Complete Pages 8, 9 & 14

Commercial. . . . . Complete Pages 10 & 11

Homesite. . . . . .Complete Page 12

Agriculture. . . . . .Complete Pages 13 & 14

Right-of-Way. . . . . You may discard pages 8-14

Minerals/Oil & Gas. . . . . You may discard pages 8-14

All applicants must complete the Environmental Disclosure Questionnaire.

GRAZING ASSIGNMENT APPLICANT ONLY: **Lease or Permit No.** 003 -000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Grazing lease/permit. (Pages 10 thru 13 may now be discarded.)

No credit shall be given to the applicant for any claimed grazing use of private or federal lands within the ranch unit, unless disclosed at this time, or subsequently disclosed by an amended statement of your ranch holdings.

1. **Do you control a federal grazing allotment that will be used in association with this grazing lease? Yes____ No____**
   If yes, indicate the following:

   a. **Total acres/Name of federal allotment:** _____

   b. **Administering agency/Office location:** _____

2. **Do you own contiguous land which will be used in connection with this State grazing lease? Yes____ No____**
   If yes, indicate the total acres _____**, and attach supporting documentation to show proof of ownership.**

3. **Do you control any contiguous private land by written agreement that will be used in connection with this State grazing lease? Yes____ No____. If yes, indicate the total acres**_____**. A copy of each written agreement for private lands you control but do not own must be attached or your application may be returned.**

4. **Have you attached a current copy of your certificate indicating proof of an Arizona Registered Brand?**
   Yes _____ No_____ If not, your application will be returned.
   NOTE: Brand Certificate must be in the same name as assignee.

5. **Do you intend to use the leased land for livestock grazing? Yes____ No____**

6. **Indicate the type of livestock operation you intend to manage on the subject land:**

   ____ cattle ____ horses _____ sheep _____ goats
   ____ cow/calf ____ cow/calf/stocker _____ cow/calf/yearling _____ stocker other_____

7. **Indicate the time of year livestock will be grazed upon the subject land: (check one)**

   ___ year long ___ seasonal: Date of use, from _____ to _____

8. **Do you claim superior right to lease this tract by virtue of private land holdings, private land leases, water rights, or federal permits, improvements or other equities in the vicinity of same? Yes____ No____. If yes, explain in detail:**

   _____

   _____

   _____

9. **COMPLETE MAP ON PAGE 9.**

10. **COMPLETE IMPROVEMENT QUESTIONNAIRE ON PAGE 14.**

COMPLETE THIS MAP, COLOR CODE THE VARIOUS CATEGORIES OF LAND OWNERSHIP OR CONTROL AS FOLLOWS:

☐ **1. Location of perimeter fencing (---x---x---x)**

☐ **2. Location of major cross fencing (---/---/---)**

☐ **3. Location of State leased land within your ranch boundaries = blue**

☐ **4. Location of any federal land you control within your ranch boundaries = yellow**

☐ **5. Location of any private land you own within your ranch boundaries = red**

☐ **6. Location of any private land you control by written agreement within your ranch boundaries = green**

☐ **7. Location of any uncontrolled land within your ranch boundaries = orange**

☐ **8. Indicate the appropriate township and range in the blanks provided along the margins of the plat**

☐ **9. Provide smaller subdivisions, if needed.**

<u>You may submit the map information on the plat below,</u> or on a county highway map, BLM, or Forest Service allotment map.

INDICATE SCALE OF MAP: _____

COMMERCIAL LEASE ASSIGNMENT APPLICANT ONLY: **Lease No.** 003 - 000194000

Assignee *(Buyer)* will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Commercial lease. (Pages 8, 9 and 12 thru 14 may now be discarded.)

1. **Give full description of the nature of the business, or businesses that you propose to operate on the land being applied for:**
   We are assuming a site with a communication tower built on it. There will be no improvements to the site.

   NOTE: THE LEASE ONLY PERMITS THE USE OF THE LAND FOR THE PURPOSES EXPRESSLY STATED IN THE CONTRACT AND CANNOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL FROM THE DEPARTMENT.

2. **What is your plan of operation? (If you plan to develop this parcel, you must include a conceptual plan to complete this application). A complete site plan will be required before you begin any grading or construction. The State Land Department development guidelines may apply. Indicate dates you intend to start. Complete page 11, PART I.** ***(To request assistance completing this questionnaire, contact (602)542-3000.)***

3. **Pursuant to A.R.S. §37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there any improvements on the parcel of land you are applying to lease? Yes ___ No X. If yes, list each improvement and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s) on page 11, PART II.**

   NOTE: ***Above does not apply to Long Term Commercial Leases.***

4. **Are any improvements or changes in existing improvements, to be constructed or installed on the leased land? Yes___ No X. If yes, complete page 11, PART III.**

5. **What is the estimated date of completion of the proposed improvement(s)?** Does not apply

   NOTE: ***Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.***

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

6. **What is, or will be, the source of water for the use of the land being applied for?**
   Does not apply

7. **What is, or will be, the source of utilities for the use of the land being applied for?**
   APS and back up propane generator

PART I. **Plan of Operation(s): (Include starting date.)**

The Cochise County Sheriff's Office has been using this communication site since Cochise County signed a Memorandum of Agreement with AZDPS in 2012. The DPS Contract No. is 2012-157. A copy is attached to this partial assignment of lease. For an unknown reason the original partial assignment of lease was not submitted to and/or completed by Arizona State Land. So we are processing it now after-the-fact.

PART II. **Existing Improvements:**

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION
This site contains a 15'x23' block building, with a 12'x13' generator room, a 60 foot Sabre S3TL tower and a Generac - Propane Generator.	The legal description of this land/site is contained in the attached Exhibits A and B.

PART III. **Proposed Improvements:**

DESCRIPTION	ANTICIPATED VALUE	OWNERSHIP
There will be no improvements to this site.	Does not apply, no improvements will be made to this site.	Cochise County

HOMESITE ASSIGNMENT APPLICANT ONLY: **Lease No.** 003 - 000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Homesite lease. (Pages 8 thru 11, 13 and 14 may now be discarded.)

1. **What is, or will be, the source of water for the use of the land being applied for?**

   _____

2. **What is, or will be, the source of utilities for the use of the land being applied for?**

   _____

3. **Pursuant to A.R.S. §37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there any improvements on the lands applied for at this time? Yes _____ No _____ If yes, list each improvement and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s) under PART I below.**

4. **Are any improvements or changes in existing improvements to be constructed or installed on the leased land? Yes _____ No _____. If yes, complete PART II below.**

5. **What is the estimated date of completion of the proposed improvement(s)? _____**

NOTE: ***Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.***

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

PART I. **Existing Improvements:**

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION

PART II. **Proposed Improvements:**

DESCRIPTION	ANTICIPATED VALUE	OWNERSHIP

AGRICULTURE ASSIGNMENT APPLICANT ONLY: **Lease or Permit No.** 003 000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume an Agriculture lease/permit. (Pages 8 thru 12 may now be discarded.)

1. **If your application to assign is approved, do you intend to farm the subject lands? Yes ____ No ____.**

   a. **If yes, how many acres will be farmed? (Please attach proposed farm plan.)** _____

   _____

   b. **If no, indicate reason:** _____

   _____

   _____

2. **Is this application for an agriculture lease located within an irrigation district? Yes ____ No ____. If yes, a copy of the paid irrigation tax receipt must be submitted with this application.**

   NOTE: ***If the acreage under this application is located within a Central Arizona Project irrigation district, the assignment will not be approved unless the assignee has filed the proper acreage certification form with the irrigation district. Please contact the irrigation district for forms and information.***

3. **If the lands under the lease are located within an Active Management Area or Irrigation Non-Expansion Area, have you reviewed the annual allotment of water, regulated by the Arizona Department of Water Resources (ADWR), with which to irrigate eligible acres? _____ Yes _____ No.**

   Have you reviewed the status of the flexibility account for the Irrigation Grandfathered Right (IGR)? ____ Yes ____No.

   NOTE: ***The annual allotment of water may be reduced pursuant to management plan requirements developed and enforced by ADWR. If the flexibility account has a debit balance that exceeds 50% of the allotment during a calendar year, a transfer of credits to the IGR would be required to avoid enforcement by ADWR and the Department. Please contact either ADWR or the Department's Water Rights Section (602) 542-3500 for assistance.***

4. **COMPLETE IMPROVEMENT QUESTIONNAIRE ON PAGE 14.**

IMPROVEMENT QUESTIONNAIRE

GRAZING & AGRICULTURE ASSIGNMENT APPLICANTS ONLY: **Lease or Permit No.** 003 -000194000

IMPROVEMENT INFORMATION:

Pursuant to A.R.S. § 37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there improvements on the parcel of land you are applying to lease?____ Yes ____ No. If yes, list each improvement below and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s).

(If needed, additional sheet can be attached) Note: Do not attach Departmental computer print-out list of improvement records.

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION

Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

ASSIGNMENT APPLICATION
FILING INFORMATION

(READ CAREFULLY)

Please check our website at www.azland.gov or call our Public Records Counter at (602) 542-4631 to ensure you have the most current assignment application.

Filing Fee:

Name Change $500
Partial Assignment of Long Term Commercial Lease $2,500
All other Assignments $1,000

Submit Application and NON-REFUNDABLE filing fee to:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

For assistance contact: . . . . . (602) 542-2665
For Minerals or Oil & Gas assistance contact: . . . . . (602) 542-2687

LIENS:

1. **Current Liens on File: All liens filed with the Department require a satisfaction or written consent of all parties involved. This must be submitted with your application or it will be rejected. (A.R.S. § 37-255 and A.R.S. § 37-289)**

2. **Filing a new lien: To file a new lien on the leasehold interest, the lien document must include the lease number and/or legal description(s) of the lease. You must submit a $50.00 filing fee with each new mortgage or lien filed.**

FORECLOSURE, BANKRUPTCY OR DEED OF TRUST SALE:

Submit a copy of the sheriff's deed, trustee's deed or appropriate court order with the completed assignment application. The document must include the lease number and/or legal description(s) of the lease. ***A deed of conveyance or warranty deed cannot be accepted as evidence of a lease assignment. All assignments of lease, permit or right of way must be submitted on an application provided by the State Land Department and accompanied by the appropriate legal document. (A.R.S. Title 37)***

RENT OR DEFAULTS:

A lessee of State lands not in default in rent and who has kept and performed all conditions of the lease, may, with the written consent of the Department, assign the lease. DO NOT submit your application if your rent is not paid. (A.R.S. § 37-286(B))

An application for assignment of lease or permit will not be accepted for filing and processing during the last 30 days of the lease year, unless the next year's advanced rents have been paid. (Departmental Rule 12-5-512.B)

NAMES:

The assignor (current state lessee) name(s) must be stated on this application EXACTLY as the name(s) are on the original lease, permit or right of way document. (Additional certification and acknowledgment pages may be copied and attached, if required.)

MULTI-LEASES OR LEASE CODES:

A separate application and fee must be submitted for each lease or code of a lease.
(Example of a code: 01-27445-01 or 01-27445-02)

BRANDS - GRAZING ASSIGNEE ONLY:

ASLD policy states applicants for a Grazing lease/permit must have an Arizona registered brand. A copy of your certificate must accompany your application or your application will be rejected. NOTE: Brand Certificate must be in the same name as assignee.

POWER OF ATTORNEY:

If you are acting as an Attorney in Fact for the applicant, you must submit a copy of your notarized Power of Attorney and a $50.00 additional fee.

ESTATE, DEATH OR INCOMPETENCE OF A LESSEE:
When a personal representative or administrator is executing the assignment application, you are required to submit a CERTIFIED copy of the appropriate legal document or court order or your application will be rejected.

HOLDING TITLE:

ASSIGNOR(S): Arizona is a community property state. If the assignor(s) of this application is/are married, the assignor(s) and his/her spouse must both sign and have this application notarized, unless the original lease, permit or right of way was issued with the statement "Sole and Separate Property".

ASSIGNEE(S): If you wish to hold title as "sole and separate property" or "joint tenants with right of survivorship", please indicate in Question No. 1 (Page 1).

DISSOLUTION OF MARRIAGE:
Send a copy of the dissolution court document to the Department for review prior to submitting an assignment application or call (602) 542-2665 for information.

Note: If the dissolution includes the lease number and/or legal description(s) of the lease, and states which spouse retained the lease, an assignment may not be necessary.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST:
If an overriding royalty interest is to be conveyed, please submit a copy of the Assignment of Overriding Royalty Interest. This document must be filed in the county where the property is located.

SUBLEASE OF RECORD:
If there is a sublease of record, assignor must notify the sublessee of proposed assignment. If it is the assignees intent to continue subleasing, a new application will need to be submitted after the approval of the assignment.

CHECK LIST

To avoid rejection of your application, be sure to include the following:

- ☐ **Your non-refundable filing fee and any additional fees required.**
- ☐ **Rental payment, if rent is not currently paid. (If you are uncertain, please contact the Department.)**
- ☐ **Original signature(s) and acknowledgment(s) of assignor(s) and assignee(s).**
- ☐ **All legal documents or documentation required to complete this assignment transaction.**
- ☐ **Release or written consent of any mortgages or liens of record. (If you are uncertain as to what liens are of record, please contact the Department.)**
- ☐ **All pertinent questions answered or addressed. (Pages 1 thru 7 and applicable Pages 8-14)**
- ☐ **Environmental Disclosure Questionnaire.**
- ☐ **Original lease or permit must be submitted with the application for Mineral or Oil & Gas Assignments ONLY.**

Your application will be rejected and the non-refundable filing fee will be forfeited if this application is submitted without the required documents, notarized signatures and all pertinent questions answered.

Tower Site
Mule Mtns.

EXHIBIT A
LAND DESCRIPTION

THAT PORTION OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 23 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND G.L.O. BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 36, TOWNSHIP 22 SOUTH, RANGE 23 EAST AND SECTION 31, TOWNSHIP 22 SOUTH, RANGE 24 EAST;

THENCE S 38°38'12"W, A DISTANCE OF 715.56 FEET TO THE **POINT OF BEGINNING;**

THENCE S 16°41'26"W, A DISTANCE OF 50.00 FEET TO A POINT FROM WHICH A G.L.O. BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS S 12°40'06"E, A DISTANCE OF 2072.32 FEET;

THENCE N 73°18'34"W, A DISTANCE OF 51.00 FEET;

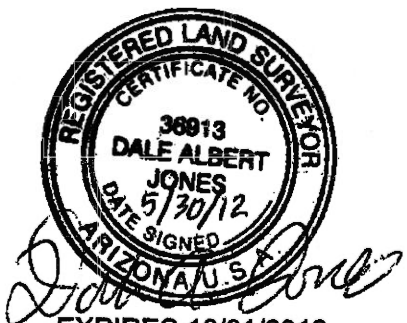
THENCE N 16°41'26"E, A DISTANCE OF 50.00 FEET TO A POINT FROM WHICH A G.L.O. BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 25 AND SAID SECTION 36 BEARS N 33°45'51"W, A DISTANCE OF 3829.61 FEET;

THENCE S 73°18'34"E, A DISTANCE OF 51.00 FEET TO THE **POINT OF BEGINNING.**

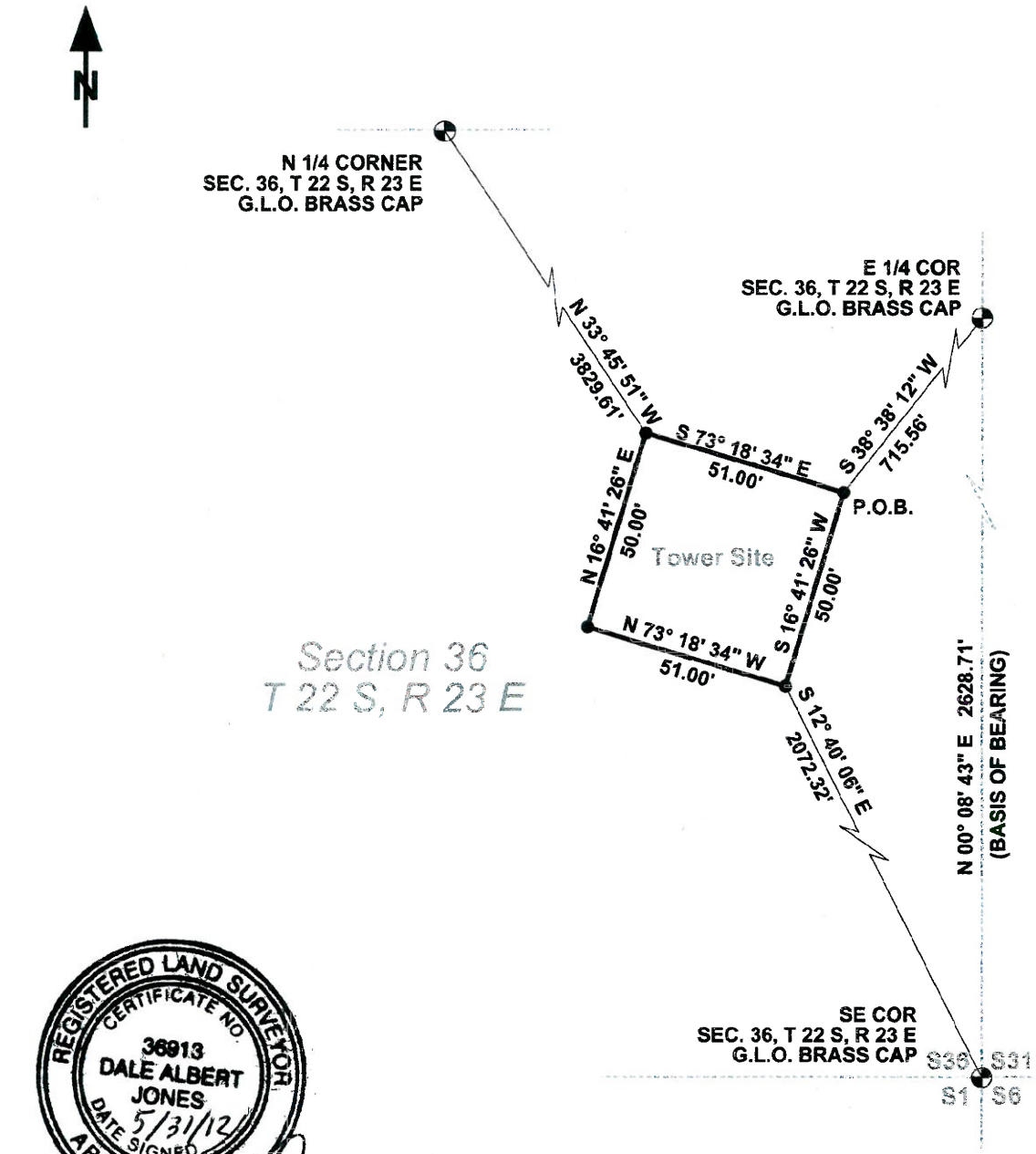
ENCOMPASSING AN AREA OF 2550 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY AND ALL PRIOR EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS, AND ENCUMBRANCES, OF RECORD OR NOT OF RECORD, WHICH MAY OTHERWISE LEGALLY EXIST.

ANY MODIFICATION TO THE FOREGOING DESCRIPTION TERMINATES THE LIABILITY OF THE SURVEYOR.



EXPIRES 12/31/2013



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36913
DALE ALBERT
JONES
DATE SIGNED
5/31/12
ARIZONA U.S.A.

EXPIRES 12/31/2013

COUNTY OF COCHISE
1881
ARIZONA

EXHIBIT B
Mule Mountain
Tower Lease Site Map
Por. of Sec 36, T 22 S, R 23 E
Gila and Salt River Meridian

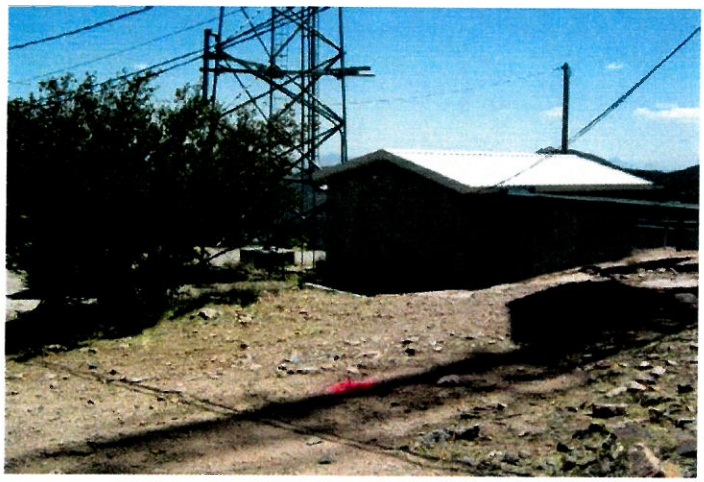
This map is a product of the Cochise County GIS

Not to Scale

jmcgrath, 2012-05-31 10:31:49
Mule Mountain Lease Site ExhibitB (\\Ccappmi3\geodesy\Encompass\Admin\Personal\GISAdmin.mdb)

This document is a graphic representation only of best available sources.
Cochise County assumes no responsibility for any errors.

Photos of AZDPS "Old" Mule Mountain Communication Site Assigned to Cochise County



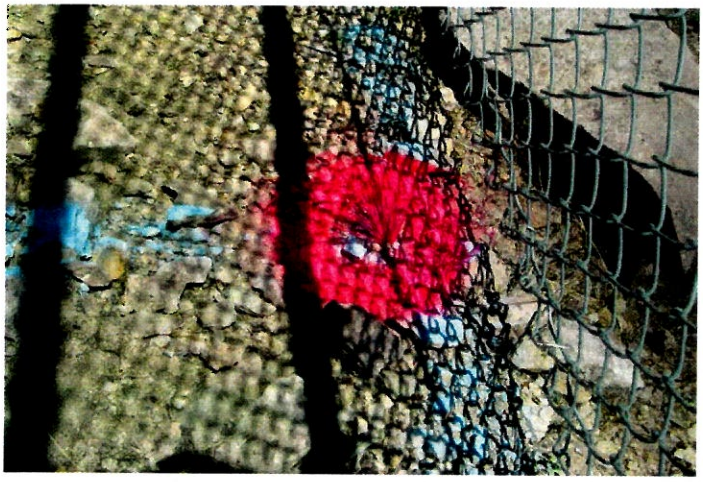
Corner 1_1



Corner 1_2



Corner 1_3

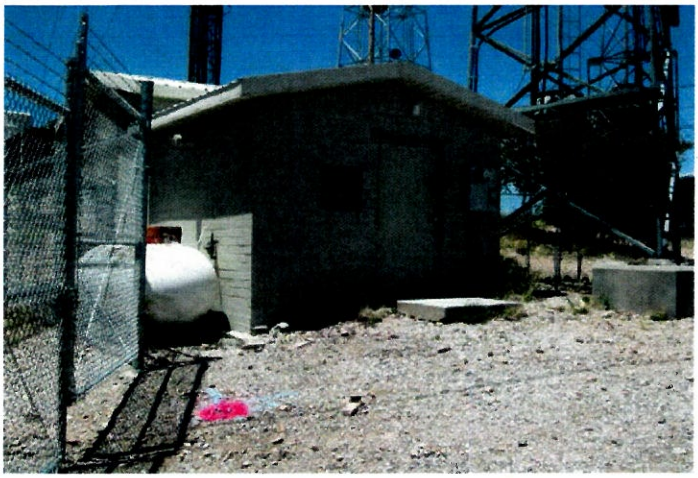


Corner 2_1



Corner 2_2

Photos of AZDPS "Old" Mule Mountain Communication Site Assigned to Cochise County



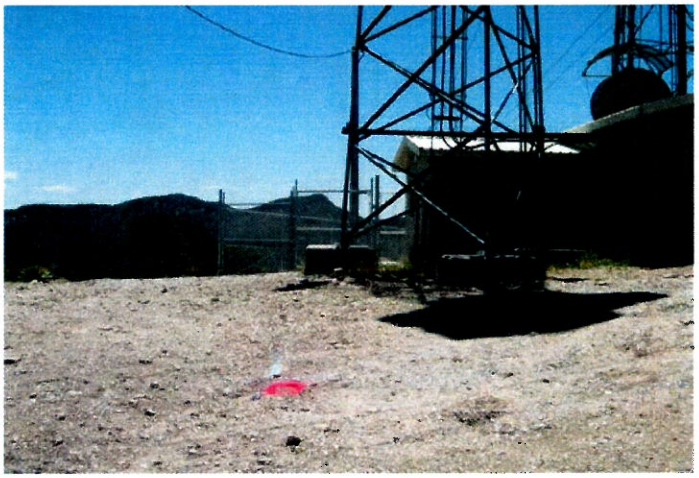
Corner 3_1



Corner 3_2



Corner 4_1



Corner 4_2

RETURN TO:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

SUBMIT NON-REFUNDABLE FILING FEES

DEPARTMENTAL USE ONLY	A. ROLODEX #_____	B. ROLODEX#_____
ACCOUNTING	T & C	RECOMMENDATION/ INITIAL DATE
Filing Fees: Name Change: $500 Partial Assignment of Long Term Commercial Lease: $2,500 All Other Assignments: $1,000 C (24) P (25)	Examiner: Re-assign Examiner:	Approve _____ _____ Deny _____ _____ Reject _____ _____ Withdraw _____ _____

APPLICATION FOR ASSIGNMENT OF LEASE, PERMIT OR RIGHT OF WAY AND ASSUMPTION OF INTEREST

Type or print in ink.

DPS Contract No. 2012-224

LEASE, PERMIT, OR RIGHT OF WAY NUMBER 003 _ 000194000

Partial Assignment ☒
Complete Assignment ☐
Name Change ☐

TO AVOID REJECTION, COMPLETE ALL QUESTIONS, SIGN, NOTARIZE AND SUBMIT APPLICATION WITH REQUIRED DOCUMENTS AND NON-REFUNDABLE FILING FEE OF $500 NAME CHANGE; $2,500 PARTIAL ASSIGNMENT OF LONG TERM COMMERCIAL LEASE; $1,000 ALL OTHER ASSIGNMENTS.

NOTICE: ***Any assignment of interest is not binding to either party or the State Land Department until this application has received the written consent of the STATE LAND COMMISSIONER.***

1. APPLICANT(S):

A. ASSIGNOR NAME(S)
(Also known as the Seller and State Lessee)

Arizona Department of Public Safety
Logistics Bureau, Facilities Section
PO Box 6638, Mail Drop 1220
Mailing Address
Phoenix AZ 85005-6638
City State Zip

Sue Shurtz
Contact Person Phone No
sshurtz@azdps.gov (602) 223-2470
Email Address (optional)

B. ASSIGNEE NAME(S)
(Also known as the Buyer)

Cochise County
c/o Facilities Management
1415 Melody Lane, Bldg C
Mailing Address
Bisbee AZ 85603
City State Zip

Joe Casey
Contact Person Phone No
jcasey@cochise.az.gov (520) 432-8902
Email Address (optional)

2. REQUEST TO ASSIGN INTEREST IN LEASE, PERMIT OR RIGHT OF WAY AND REQUEST TO ASSUME INTEREST OF LEASE, PERMIT OR RIGHT OF WAY:

Assignor(s) not being in default of the rental and/or the conditions of the state lease, permit or right of way does HEREBY MAKE APPLICATION AND REQUEST that the State Land Department authorize and consent to in writing, the assignment of all rights, title, interest and claim in and to the State lease, permit, or right of way no. 003 - 00019400

AND

Assignee(s) in consideration of the sum of zero dollars and no cents ($ 0.00) **paid to the assignor, does HEREBY MAKE APPLICATION AND REQUEST that the State Land Department authorize the transfer and assumption of all rights, title, interest and claim of the lease, permit or right-of-way described in this application. The assignee hereby assumes and agrees to perform all obligations of the lessee, permittee or grantee under the lease, permit, or right of way and accepts the lease, permit or right of way subject to all existing terms and conditions.**

3. **PARTIAL ASSIGNMENT ONLY:**

If you are requesting assignment of only a portion of the land described in your lease, permit or right of way, complete below or attach a list to this application:

TWN.	RNG.	SEC.	LEGAL DESCRIPTION	ACRES	COUNTY	SLD USE ONLY CTY	GRT	PARCEL
225	23E	36	Please see Exhibit A for land description	.06	Cochise			

4. **ENCUMBRANCES:** *(This portion is to be completed by assignor.)*

A. **Mortgage or lien:**
Are there any mortgages or liens on file with the Department? Yes ____ No X
If YES, you must enclose a copy of the satisfaction or release of lien signed by the lien holder. If the lien is not paid, a written letter from all parties involved consenting to this assignment must be attached to this application.

NOTICE: Pursuant to A.R.S. § 37-255(A), your application cannot be processed without a release of all liens or a written consent from each party involved. Your application will be rejected if submitted without the required documents. For information regarding liens on file, contact: Administration Division, (602) 542-2514.

B. **Sublease of Record:**
Are there any subleases on file with the Department? Yes____ No X If YES, the current sublease will automatically terminate upon approval of this assignment. If it's the assignees intent to continue subleasing, a new application will need to be submitted.

C. **Overriding Royalty: (Oil & Gas Leases only)**
Does the assignment of this lease reserve to the Assignor an overriding royalty? Yes____ No ____
If YES, indicate royalty percent: _____

5. **Escrow: (For assignment of long term leases only, if applicable) Please provide escrow number _____**

Please provide name and address of escrow agent: _____

_____

_____

6. **Other Files: Are there other leases, permits or rights of way associated with this assignment? Yes ____ No X**
If YES, please provide a list and circle which ones will be assigned:

_____

7. **Do you have legal access to the proposed leased land? X Yes ___ No**
If yes, state your legal access route: North Juniper Flats Road

8. **ASSIGNOR(S) COMPLETE AND SIGN PAGE 3 AND HAVE ALL SIGNATURES NOTARIZED ON PAGE 4.**
NOTE: Arizona is a community property state. If the assignor(s) of this application is/are married, the assignor(s) and his/her spouse must both sign and have this application notarized, unless the original lease, permit or right of way was issued with the statement "Sole and Separate Property".

9. **ASSIGNEE(S) COMPLETE AND SIGN PAGE 5 AND HAVE ALL SIGNATURES NOTARIZED ON PAGE 6.**
NOTE: If you wish to hold title as "sole and separate property" or "joint tenants with right of survivorship", please indicate in Question No. 1 (Page 1).

TO BE COMPLETED BY ASSIGNOR(S) A.K.A. SELLER(S)

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and sign the certification. NOTE: Applicant must complete item #1.

1. **Is this application made in the name of: (Applicant must check one)** ____Individual(s) ____Husband & Wife
   ____Corporation ____Ltd. Liability Co. ____Partnership ____Ltd. Partnership ____Estate ____Trust
   ____Joint Venture ____Municipality ____Political Subdivision X Other (specify) State Government

2. **INDIVIDUAL(s) OR HUSBAND & WIFE: Complete the following for each applicant:**

NAME	AGE	MARITAL STATUS

3. **CORPORATION: Complete the following:**
   (A) Do you have authority from the Arizona Corporation Commission to transact business in the State of Arizona? Yes____ No____
   (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes____ No____
   (C) In what state are you incorporated? _____
   (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes____ No____
   If no, state the Legal Corporate Name: _____

   Address: _____
   (Street or Box Number) (City) (State) (Zip)

4. **LIMITED LIABILITY COMPANY: Complete the following:**
   (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission? Yes____ No____
   (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission? Yes____ No____
   (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? Yes____ No____

5. **PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal:**

NAME	ADDRESS	AGE	MARITAL STATUS

6. **LIMITED PARTNERSHIP: Is this limited partnership on file with the Arizona Secretary of State? Yes____ No____**
   Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS

7. **ESTATE: Complete the following and attach a copy of the court or estate document(s):**
   Name of the court appointed administrator or personal representative: _____
   List the type and date of issuance of the court or Estate document: _____
   (Type of Document) (Date issued)

8. **TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:**

NAME	ADDRESS	AGE	MARITAL STATUS

   or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. **I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.**

SIGNATURE(S)

Arizona Department of Public Safety
(Name of Corporation, Partnership, etc.)

Signature Lt. Col. 4/09/19
Signature Title

Signature of Assignor (Individual, Trustee, Personal Representative, etc

Signature of Assignor (Individual, Trustee, Personal Representative, etc)

(Signatures must be notarized on page 4)

ASSIGNOR(S) *A.K.A. SELLER(S)*
NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
) **ss.**
County of Maricopa)

On this 29th **day of** April **,** 20 19 **before me, a Notary Public within and for said**

County, personally appeared Heston Silbert

and known to me to be the person(s) described in and who executed the same as his **free act and deed.**
(his/her/their)

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

My Commission Expires: 01/03/2023

Catherine L. Booton
Notary Public

CATHERINE L. BOOTON
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 557925
Expires January 3, 2023

STATE OF ARIZONA)
) **ss.**
County of _____)

On this _____ **day of** _____ **,** 20____ **before me, a Notary Public within and for said**

County, personally appeared _____

and known to me to be the person(s) described in and who executed the same as _____ **free act and deed.**
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public



TO BE COMPLETED BY ASSIGNEE(S) A.K.A. BUYER(S)

CERTIFICATION: Pursuant to A.R.S. Title 37 and the Rules of the Arizona State Land Department, A.A.C. Title 12, Chapter 5, you must complete the following information pertinent to you and sign the certification. NOTE: Applicant must complete item #1.

1. **Is this application made in the name of: (Applicant must check one)** ____Individual(s) ____Husband & Wife
   ____Corporation ____Ltd. Liability Co. ____Partnership ____Ltd. Partnership ____Estate ____Trust
   ____Joint Venture ____Municipality ____Political Subdivision X Other (specify) County Government

2. **INDIVIDUAL(s) OR HUSBAND & WIFE: Complete the following for each applicant:**

NAME	AGE	MARITAL STATUS

3. **CORPORATION: Complete the following:**
   (A) Do you have authority from the Arizona Corporation Commission to transact business in the State of Arizona? Yes____ No____
   (B) Is the corporation presently in good standing with the Arizona Corporation Commission? Yes____ No____
   (C) In what state are you incorporated? _____
   (D) Is the legal corporate name and Arizona business address the same as stated in this application? Yes____ No____
   If no, state the Legal Corporate Name: _____

   Address: _____
   (Street or Box Number) (City) (State) (Zip)

4. **LIMITED LIABILITY COMPANY: Complete the following:**
   (A) If an out-of-state limited liability company: Have you filed for a Certificate of Registration with the Arizona Corporation Commission? Yes____ No____
   (B) If an Arizona limited liability company: Have you filed Articles of Organization with the Arizona Corporation Commission? Yes____ No____
   (C) Are you authorized by the Arizona Corporation Commission to transact business in Arizona? Yes____ No____

5. **PARTNERSHIP OR JOINT VENTURE: Complete the following for each authorized partner or principal:**

NAME	ADDRESS	AGE	MARITAL STATUS

6. **LIMITED PARTNERSHIP: Is this limited partnership on file with the Arizona Secretary of State? Yes____ No____**
   Complete the following for the authorized general partner(s) only:

GENERAL PARTNER(S) NAME	BUSINESS ADDRESS

7. **ESTATE: Complete the following and attach a copy of the court or estate document(s):**
   Name of the court appointed administrator or personal representative: _____
   List the type and date of issuance of the court or Estate document: _____
   (Type of Document) (Date issued)

8. **TRUST: (A) Complete the following pursuant to A.R.S. § 33-404, for each beneficiary of the Trust:**

NAME	ADDRESS	AGE	MARITAL STATUS

   or (B) Identify the Trust document by title, document number, and county where document is recorded: _____

9. **I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE INFORMATION AND STATEMENTS CONTAINED HEREIN, TOGETHER WITH ALL EXHIBITS AND ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE AND THAT I/WE HAVE AUTHORITY TO SIGN THIS DOCUMENT.**

SIGNATURE(S)

Cochise County
(Name of Corporation, Partnership, etc.) Signature of Assignee (Individual, Trustee, Personal Representative, etc)

Signature Title Signature of Assignee (Individual, Trustee, Personal Representative, etc)

(Signatures must be notarized on page 6)

ASSIGNEE(S) *A.K.A. BUYER(S)*
NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____, 20____ before me, a Notary Public within and for said County, personally appeared _____

_____

and known to me to be the person(s) described in and who executed the same as _____ free act and deed.
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of _____)

On this _____ day of _____, 20____ before me, a Notary Public within and for said County, personally appeared _____

_____

and known to me to be the person(s) described in and who executed the same as _____ free act and deed.
(his/her/their)

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

My Commission Expires: _____

_____
Notary Public

REQUIRED INFORMATION:

The following information must be provided to assist the Department in processing your application and returning all documents to the correct individual or firm.

APPLICATION SUBMITTED BY:

Cochise County
(Name of individual and/or firm)
c/o Facilities Management
1415 Melody Lane, Bldg C
Mailing Address
Bisbee AZ 85603
City State Zip
Joe Casey (520) 432-8302
Contact Person Phone
jcasey@cochise.az.gov
Email Address (optional)

RETURN COMPLETED ASSIGNMENT TRANSACTION TO:

Cochise County
(Name of individual and/or firm)
c/o Facilities Management
1415 Melody Lane, Bldg C
Mailing Address
Bisbee AZ 85603
City State Zip
Joe Casey (520) 432-8302
Contact Person Phone
jcasey@cochise.az.gov
Email Address (optional)

IMPORTANT NOTICE: Your application will be rejected and the non-refundable filing fee will be forfeited if this application is submitted without the required documents, notarized signatures and all pertinent questions answered.

ASSIGNEE (BUYER) READ CAREFULLY:

Pages 8 through 14 are specific questions that are required to be answered by the Assignee (Buyer) and returned with the application. Complete only the appropriate pages which pertain to the specific type of lease or permit being assigned.

Grazing . . . . . Complete Pages 8, 9 & 14

Commercial. . . . . Complete Pages 10 & 11

Homesite. . . . . .Complete Page 12

Agriculture. . . . . .Complete Pages 13 & 14

Right-of-Way. . . . . You may discard pages 8-14

Minerals/Oil & Gas. . . . . You may discard pages 8-14

All applicants must complete the Environmental Disclosure Questionnaire.

GRAZING ASSIGNMENT APPLICANT ONLY: **Lease or Permit No.** 003 _000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Grazing lease/permit. (Pages 10 thru 13 may now be discarded.)

No credit shall be given to the applicant for any claimed grazing use of private or federal lands within the ranch unit, unless disclosed at this time, or subsequently disclosed by an amended statement of your ranch holdings.

1. **Do you control a federal grazing allotment that will be used in association with this grazing lease? Yes____ No_____**
   If yes, indicate the following:

   a. **Total acres/Name of federal allotment:** _____

   b. **Administering agency/Office location:** _____

2. **Do you own contiguous land which will be used in connection with this State grazing lease? Yes____ No____**
   If yes, indicate the total acres _____, and attach supporting documentation to show proof of ownership.

3. **Do you control any contiguous private land by written agreement that will be used in connection with this State grazing lease? Yes____ No____. If yes, indicate the total acres_____. A copy of each written agreement for private lands you control but do not own must be attached or your application may be returned.**

4. **Have you attached a current copy of your certificate indicating proof of an Arizona Registered Brand?**
   Yes _____ No_____ If not, your application will be returned.
   NOTE: Brand Certificate must be in the same name as assignee.

5. **Do you intend to use the leased land for livestock grazing? Yes____ No____**

6. **Indicate the type of livestock operation you intend to manage on the subject land:**

   ____ cattle ____ horses _____ sheep _____ goats
   ____ cow/calf ____ cow/calf/stocker _____ cow/calf/yearling _____ stocker other_____

7. **Indicate the time of year livestock will be grazed upon the subject land: (check one)**

   ___ year long ___ seasonal: Date of use, from _____ to _____

8. **Do you claim superior right to lease this tract by virtue of private land holdings, private land leases, water rights, or federal permits, improvements or other equities in the vicinity of same? Yes____ No____. If yes, explain in detail:**

   _____

   _____

   _____

9. **COMPLETE MAP ON PAGE 9.**

10. **COMPLETE IMPROVEMENT QUESTIONNAIRE ON PAGE 14.**

COMPLETE THIS MAP, COLOR CODE THE VARIOUS CATEGORIES OF LAND OWNERSHIP OR CONTROL AS FOLLOWS:

☐ **1. Location of perimeter fencing (---x---x---x)**

☐ **2. Location of major cross fencing (---/---/---)**

☐ **3. Location of State leased land within your ranch boundaries = blue**

☐ **4. Location of any federal land you control within your ranch boundaries = yellow**

☐ **5. Location of any private land you own within your ranch boundaries = red**

☐ **6. Location of any private land you control by written agreement within your ranch boundaries = green**

☐ **7. Location of any uncontrolled land within your ranch boundaries = orange**

☐ **8. Indicate the appropriate township and range in the blanks provided along the margins of the plat**

☐ **9. Provide smaller subdivisions, if needed.**

<u>You may submit the map information on the plat below,</u> or on a county highway map, BLM, or Forest Service allotment map.

INDICATE SCALE OF MAP: _____

COMMERCIAL LEASE ASSIGNMENT APPLICANT ONLY: **Lease No.** 003 - 000194000

Assignee *(Buyer)* will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Commercial lease. (Pages 8, 9 and 12 thru 14 may now be discarded.)

1. **Give full description of the nature of the business, or businesses that you propose to operate on the land being applied for:**
   We are assuming a site with a communication tower built on it. There will be no improvements to the site.

   NOTE: THE LEASE ONLY PERMITS THE USE OF THE LAND FOR THE PURPOSES EXPRESSLY STATED IN THE CONTRACT AND CANNOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL FROM THE DEPARTMENT.

2. **What is your plan of operation? (If you plan to develop this parcel, you must include a conceptual plan to complete this application). A complete site plan will be required before you begin any grading or construction. The State Land Department development guidelines may apply. Indicate dates you intend to start. Complete page 11, PART I.** ***(To request assistance completing this questionnaire, contact (602)542-3000.)***

3. **Pursuant to A.R.S. §37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there any improvements on the parcel of land you are applying to lease? Yes ___ No X. If yes, list each improvement and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s) on page 11, PART II.**

   NOTE: ***Above does <u>not</u> apply to Long Term Commercial Leases.***

4. **Are any improvements or changes in existing improvements, to be constructed or installed on the leased land? Yes___ No X. If yes, complete page 11, PART III.**

5. **What is the estimated date of completion of the proposed improvement(s)?** Does not apply

   NOTE: ***Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee <u>must</u> submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.***

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

6. **What is, or will be, the source of water for the use of the land being applied for?**
   Does not apply

7. **What is, or will be, the source of utilities for the use of the land being applied for?**
   APS and back up propane generator

PART I. **Plan of Operation(s): (Include starting date.)**

The Cochise County Sheriff's Office has been using this communication site since Cochise County signed a Memorandum of Agreement with AZDPS in 2012. The DPS Contract No. is 2012-157. A copy is attached to this partial assignment of lease. For an unknown reason the original partial assignment of lease was not submitted to and/or completed by Arizona State Land. So we are processing it now after-the-fact.

PART II. **Existing Improvements:**

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION
This site contains a 15'x23' block building, with a 12'x13' generator room, a 60 foot Sabre S3TL tower and a Generac - Propane Generator.	The legal description of this land/site is contained in the attached Exhibits A and B.

PART III. **Proposed Improvements:**

DESCRIPTION	ANTICIPATED VALUE	OWNERSHIP
There will be no improvements to this site.	Does not apply, no improvements will be made to this site.	Cochise County

HOMESITE ASSIGNMENT APPLICANT ONLY: Lease No. 003 -000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume a Homesite lease. (Pages 8 thru 11, 13 and 14 may now be discarded.)

1. **What is, or will be, the source of water for the use of the land being applied for?**

   _____

2. **What is, or will be, the source of utilities for the use of the land being applied for?**

   _____

3. **Pursuant to A.R.S. §37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there any improvements on the lands applied for at this time? Yes _____ No _____ If yes, list each improvement and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s) under PART I below.**

4. **Are any improvements or changes in existing improvements to be constructed or installed on the leased land? Yes _____ No _____. If yes, complete PART II below.**

5. **What is the estimated date of completion of the proposed improvement(s)? _____**

NOTE: ***Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.***

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

PART I. Existing Improvements:

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION

PART II. Proposed Improvements:

DESCRIPTION	ANTICIPATED VALUE	OWNERSHIP

AGRICULTURE ASSIGNMENT APPLICANT ONLY: **Lease or Permit No.** 003 000194000

Assignee (*Buyer*) will need to complete these questions and the Environmental Disclosure Questionnaire if you are applying to assume an Agriculture lease/permit. (Pages 8 thru 12 may now be discarded.)

1. **If your application to assign is approved, do you intend to farm the subject lands? Yes ____ No ____.**

   a. **If yes, how many acres will be farmed? (Please attach proposed farm plan.)** _____

   _____

   b. **If no, indicate reason:** _____

   _____

   _____

2. **Is this application for an agriculture lease located within an irrigation district? Yes ____ No ____. If yes, a copy of the paid irrigation tax receipt must be submitted with this application.**

   NOTE: ***If the acreage under this application is located within a Central Arizona Project irrigation district, the assignment will not be approved unless the assignee has filed the proper acreage certification form with the irrigation district. Please contact the irrigation district for forms and information.***

3. **If the lands under the lease are located within an Active Management Area or Irrigation Non-Expansion Area, have you reviewed the annual allotment of water, regulated by the Arizona Department of Water Resources (ADWR), with which to irrigate eligible acres? _____ Yes _____ No.**

   Have you reviewed the status of the flexibility account for the Irrigation Grandfathered Right (IGR)? ____ Yes ____No.

   NOTE: ***The annual allotment of water may be reduced pursuant to management plan requirements developed and enforced by ADWR. If the flexibility account has a debit balance that exceeds 50% of the allotment during a calendar year, a transfer of credits to the IGR would be required to avoid enforcement by ADWR and the Department. Please contact either ADWR or the Department's Water Rights Section (602) 542-3500 for assistance.***

4. **COMPLETE IMPROVEMENT QUESTIONNAIRE ON PAGE 14.**

IMPROVEMENT QUESTIONNAIRE

GRAZING & AGRICULTURE ASSIGNMENT APPLICANTS ONLY: **Lease or Permit No.** 003 -000194000

IMPROVEMENT INFORMATION:

Pursuant to A.R.S. § 37-322.01 the succeeding Lessee is required to reimburse the previous Lessee for improvements. Are there improvements on the parcel of land you are applying to lease?____ Yes ____ No. If yes, list each improvement below and if requested by the Department, provide proof of ownership of the improvements by submitting a copy of a notarized Bill of Sale from the owner, or a notarized letter from the owner stating that he/she has relinquished any claim to ownership and reimbursement for the improvement(s).

(If needed, additional sheet can be attached) Note: Do not attach Departmental computer print-out list of improvement records.

TYPE OF IMPROVEMENT	LEGAL DESCRIPTION / LOCATION

Approval of this assignment application does not constitute approval of any improvements nor confers ownership. Upon approval of the lease assignment, if the Lessee intends to construct improvement(s), the Lessee must submit to the Department an Application to Place Improvements. Improvement(s) cannot be constructed without the Department's approval.

Pursuant to A.R.S. § 37-321, Lessee is not entitled to reimbursement for improvements that have not been authorized by prior written approval from the Department.

ASSIGNMENT APPLICATION
FILING INFORMATION

(READ CAREFULLY)

Please check our website at www.azland.gov or call our Public Records Counter at (602) 542-4631 to ensure you have the most current assignment application.

Filing Fee:

Name Change $500
Partial Assignment of Long Term Commercial Lease $2,500
All other Assignments $1,000

Submit Application and NON-REFUNDABLE filing fee to:

ARIZONA STATE LAND DEPARTMENT
PUBLIC COUNTER
1616 WEST ADAMS
PHOENIX, ARIZONA 85007

For assistance contact: . . . . . (602) 542-2665
For Minerals or Oil & Gas assistance contact: . . . . . (602) 542-2687

LIENS:

1. **Current Liens on File: All liens filed with the Department require a satisfaction or written consent of all parties involved. This must be submitted with your application or it will be rejected. (A.R.S. § 37-255 and A.R.S. § 37-289)**

2. **Filing a new lien: To file a new lien on the leasehold interest, the lien document must include the lease number and/or legal description(s) of the lease. You must submit a $50.00 filing fee with each new mortgage or lien filed.**

FORECLOSURE, BANKRUPTCY OR DEED OF TRUST SALE:
Submit a copy of the sheriff's deed, trustee's deed or appropriate court order with the completed assignment application. The document must include the lease number and/or legal description(s) of the lease. ***A deed of conveyance or warranty deed cannot be accepted as evidence of a lease assignment. All assignments of lease, permit or right of way must be submitted on an application provided by the State Land Department and accompanied by the appropriate legal document. (A.R.S. Title 37)***

RENT OR DEFAULTS:
A lessee of State lands not in default in rent and who has kept and performed all conditions of the lease, may, with the written consent of the Department, assign the lease. DO NOT submit your application if your rent is not paid. (A.R.S. § 37-286(B))

An application for assignment of lease or permit will not be accepted for filing and processing during the last 30 days of the lease year, unless the next year's advanced rents have been paid. (Departmental Rule 12-5-512.B)

NAMES:
The assignor (current state lessee) name(s) must be stated on this application EXACTLY as the name(s) are on the original lease, permit or right of way document. (Additional certification and acknowledgment pages may be copied and attached, if required.)

MULTI-LEASES OR LEASE CODES:
A separate application and fee must be submitted for each lease or code of a lease.
(Example of a code: 01-27445-01 or 01-27445-02)

BRANDS - GRAZING ASSIGNEE ONLY:
ASLD policy states applicants for a Grazing lease/permit must have an Arizona registered brand. A copy of your certificate must accompany your application or your application will be rejected. NOTE: Brand Certificate must be in the same name as assignee.

POWER OF ATTORNEY:
If you are acting as an Attorney in Fact for the applicant, you must submit a copy of your notarized Power of Attorney and a $50.00 additional fee.

ESTATE, DEATH OR INCOMPETENCE OF A LESSEE:
When a personal representative or administrator is executing the assignment application, you are required to submit a CERTIFIED copy of the appropriate legal document or court order or your application will be rejected.

HOLDING TITLE:

ASSIGNOR(S): Arizona is a community property state. If the assignor(s) of this application is/are married, the assignor(s) and his/her spouse must both sign and have this application notarized, unless the original lease, permit or right of way was issued with the statement "Sole and Separate Property".

ASSIGNEE(S): If you wish to hold title as "sole and separate property" or "joint tenants with right of survivorship", please indicate in Question No. 1 (Page 1).

DISSOLUTION OF MARRIAGE:
Send a copy of the dissolution court document to the Department for review prior to submitting an assignment application or call (602) 542-2665 for information.

Note: If the dissolution includes the lease number and/or legal description(s) of the lease, and states which spouse retained the lease, an assignment may not be necessary.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST:
If an overriding royalty interest is to be conveyed, please submit a copy of the Assignment of Overriding Royalty Interest. This document must be filed in the county where the property is located.

SUBLEASE OF RECORD:
If there is a sublease of record, assignor must notify the sublessee of proposed assignment. If it is the assignees intent to continue subleasing, a new application will need to be submitted after the approval of the assignment.

CHECK LIST

To avoid rejection of your application, be sure to include the following:

- ☐ **Your non-refundable filing fee and any additional fees required.**
- ☐ **Rental payment, if rent is not currently paid. (If you are uncertain, please contact the Department.)**
- ☐ **Original signature(s) and acknowledgment(s) of assignor(s) and assignee(s).**
- ☐ **All legal documents or documentation required to complete this assignment transaction.**
- ☐ **Release or written consent of any mortgages or liens of record. (If you are uncertain as to what liens are of record, please contact the Department.)**
- ☐ **All pertinent questions answered or addressed. (Pages 1 thru 7 and applicable Pages 8-14)**
- ☐ **Environmental Disclosure Questionnaire.**
- ☐ **Original lease or permit must be submitted with the application for Mineral or Oil & Gas Assignments ONLY.**

Your application will be rejected and the non-refundable filing fee will be forfeited if this application is submitted without the required documents, notarized signatures and all pertinent questions answered.

Tower Site
Mule Mtns.

EXHIBIT A
LAND DESCRIPTION

THAT PORTION OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 23 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND G.L.O. BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 36, TOWNSHIP 22 SOUTH, RANGE 23 EAST AND SECTION 31, TOWNSHIP 22 SOUTH, RANGE 24 EAST;

THENCE S 38°38'12"W, A DISTANCE OF 715.56 FEET TO THE **POINT OF BEGINNING;**

THENCE S 16°41'26"W, A DISTANCE OF 50.00 FEET TO A POINT FROM WHICH A G.L.O. BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 36 BEARS S 12°40'06"E, A DISTANCE OF 2072.32 FEET;

THENCE N 73°18'34"W, A DISTANCE OF 51.00 FEET;

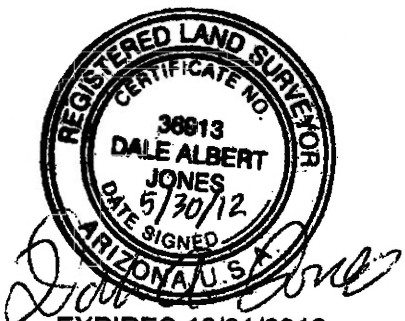
THENCE N 16°41'26"E, A DISTANCE OF 50.00 FEET TO A POINT FROM WHICH A G.L.O. BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 25 AND SAID SECTION 36 BEARS N 33°45'51"W, A DISTANCE OF 3829.61 FEET;

THENCE S 73°18'34"E, A DISTANCE OF 51.00 FEET TO THE **POINT OF BEGINNING.**

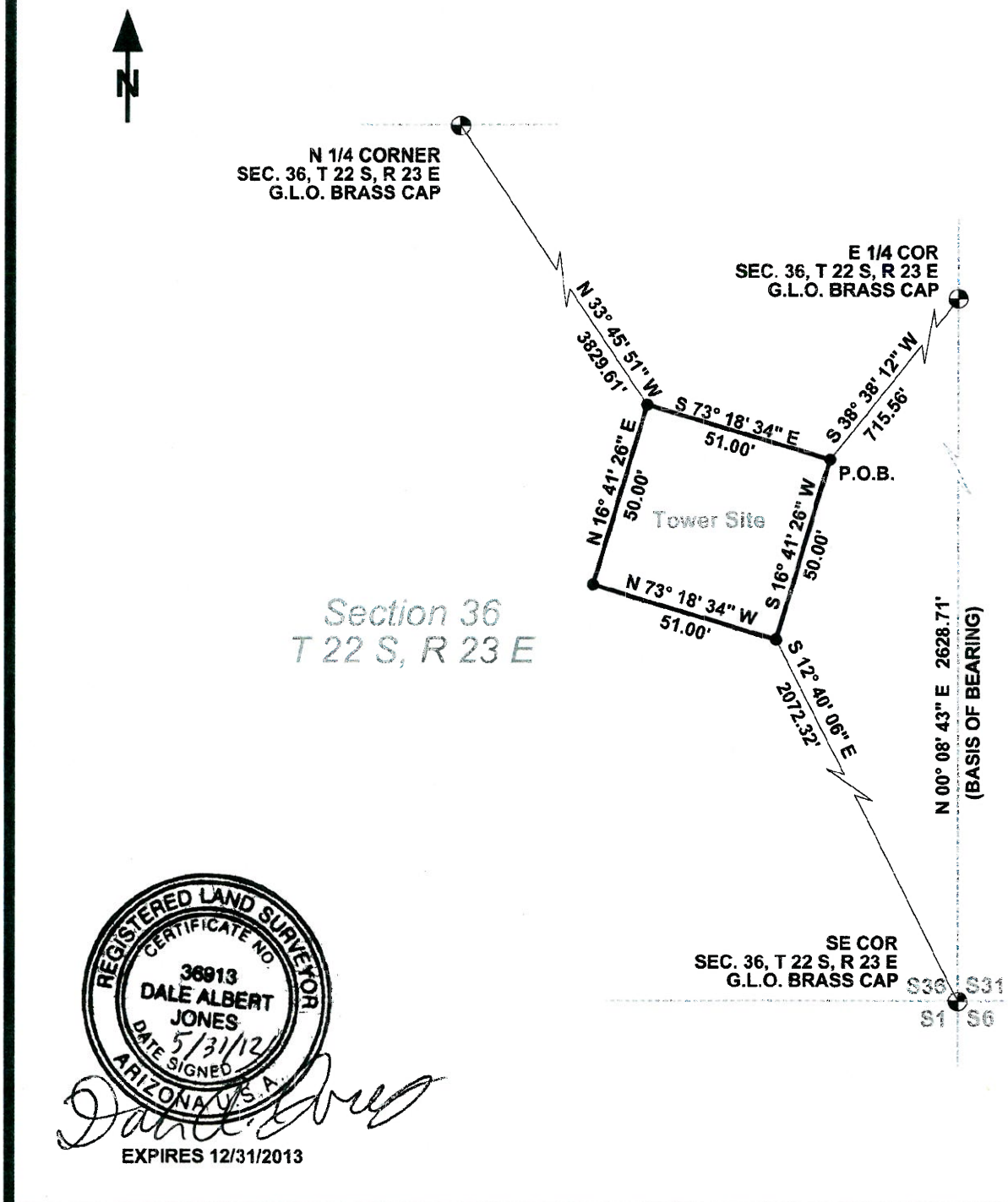
ENCOMPASSING AN AREA OF 2550 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY AND ALL PRIOR EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS, AND ENCUMBRANCES, OF RECORD OR NOT OF RECORD, WHICH MAY OTHERWISE LEGALLY EXIST.

ANY MODIFICATION TO THE FOREGOING DESCRIPTION TERMINATES THE LIABILITY OF THE SURVEYOR.



EXPIRES 12/31/2013



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36913
DALE ALBERT
JONES
DATE SIGNED
5/31/12
ARIZONA U.S.A.

EXPIRES 12/31/2013

COUNTY OF COCHISE
1881
ARIZONA

EXHIBIT B
Mule Mountain
Tower Lease Site Map
Por. of Sec 36, T 22 S, R 23 E
Gila and Salt River Meridian

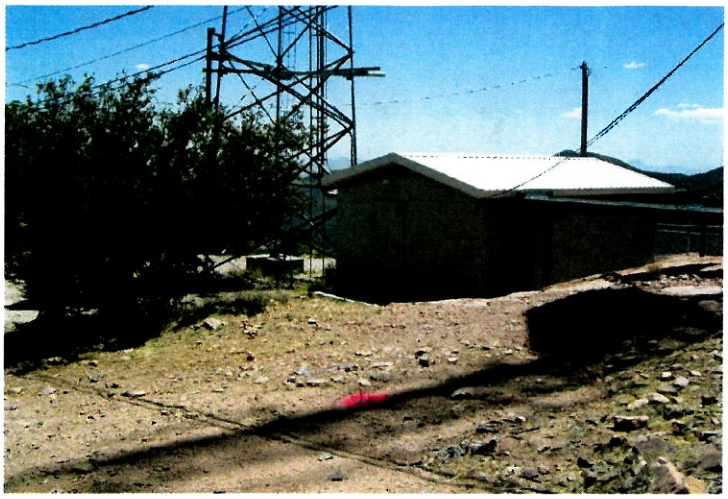
This map is a product of the Cochise County GIS

Not to Scale

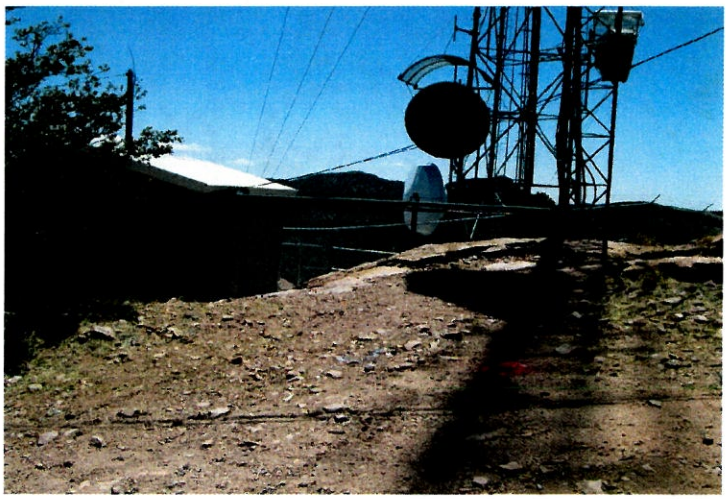
jmcgrath, 2012-05-31 10:31:49
Mule Mountain Lease Site Exhibit B (\\Ccappmi3\geocesy\Encompass\Admin\Personal\GISAdmin.mdb)

This document is a graphic representation only of best available sources. Cochise County assumes no responsibility for any errors.

Photos of Mule Mountain Communication Site Assigned to Cochise County



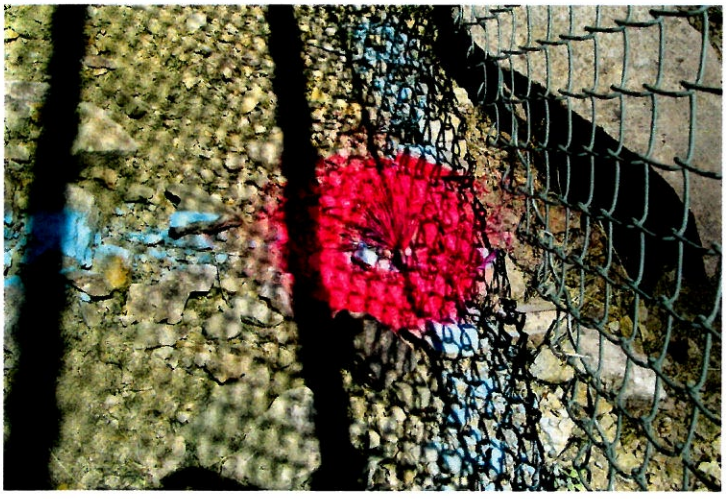
Corner 1_1



Corner 1_2



Corner 1_3



Corner 2_1



Corner 2_2

Photos of Mule Mountain Communication Site Assigned to Cochise County



Corner 3_1



Corner 3_2



Corner 4_1



Corner 4_2

Consent 6.

Regular Board of Supervisors Meeting **Juvenile Probation**

Meeting Date:	06/11/2019		
FY20 Family Counseling Funding Agreement			
Submitted By:	Teresa Rockrich, Juvenile Probation		
Department:	Juvenile Probation		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Teresa Rockrich	**TITLE of PRESENTER:**	Administrative Finance Manager
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

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

Information

Agenda Item Text:

Adopt Resolution 19-11 to approve Fiscal Year 2019-2020 Family Counseling funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2019 through June 30, 2020, in the amount of $12,584 and the required $3,146 matching funds as budgeted in the general fund budget submitted by Juvenile Probation.

Background:

Juvenile Probation receives the funding from the AOC and together with the matching funds from Cochise County can provide counseling services for families that would otherwise not be able to pay for services.

Department's Next Steps (if approved):

Juvenile Probation will send all signed documents to the AOC for processing of revenue for FY20.

Impact of NOT Approving/Alternatives:

No funding for family counseling services to the families within Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

Please call 432-8819 for pick up after Board Resolution has been signed by Peggy Judd, Chairperson, Board of Supervisors.

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

Resolution
Court Certification
FY20 Allocation
Grant Approval Form Family Counseling

Resolution 19-11

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION

FAMILY COUNSELING
FISCAL YEAR 2020

The Cochise County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section §8-261 through §8-265 for fiscal year 2020.

The Board of Supervisors resolves that $3,146 in matching funds will be provided by this county's Board of Supervisors for Cochise County, Arizona.

Clerk of the Board	Date
Chairperson, Board of Supervisors	Date

Please file with:

Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: TC Colla, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION

FAMILY COUNSELING
FISCAL YEAR 2020

Court Certification

I. The Juvenile Division of the Superior Court in Cochise County certifies that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be made available for family counseling services.

II. The Juvenile Division of the Superior court in Cochise County certifies that the amount of aid provided by the state and county to a family counseling program pursuant to this article does not exceed 70% of the program's annual operating budget.

III. (Complete if information is not contained in the Annual Resolution of the Board of Supervisors.)

The Juvenile Division of the Superior Court in Cochise County certifies that the matching funds as required in A.R.S. Section ' 8-261(4) and ' 8-265(A) have been provided by the county for fiscal year 2020 as follows (include amounts and explanation):

_____

_____

_____

_____

James L. Conlogue
Presiding Juvenile Court Judge

05/14/19
Date

Please file with:
Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: TC Colla, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231

FAMILY COUNSELING
FUND ALLOCATION SCHEDULE
FY 2020

COUNTY	JUVENILE POPULATION 17 & UNDER	PERCENTAGE OF TOTAL	BASE ENTITLEMENT	*POPULATION ALLOCATION	*TOTAL BUDGET ALLOCATION	COUNTY MATCH	FIRST DISTRIB. OCT. 31, 2018	*SECOND DISTRIB. APR. 15, 2019
Apache	19,570	1.1722%	5,000	4,981	9,981	2,494	4,891	5,090
Cochise	29,792	1.7845%	5,000	7,584	12,584	3,146	6,166	6,418
Coconino	31,035	1.8590%	5,000	7,901	12,901	3,225	6,321	6,580
Gila	11,057	0.6623%	5,000	2,815	7,815	1,954	3,829	3,986
Graham	10,648	0.6378%	5,000	2,711	7,711	1,928	3,778	3,933
Greenlee	2,693	0.1613%	5,000	686	5,686	1,422	2,786	2,900
La Paz	4,070	0.2438%	5,000	1,036	6,036	1,509	2,958	3,078
Maricopa	1,046,770	62.7007%	5,000	266,478	271,478	67,869	133,024	138,454
Mohave	39,458	2.3635%	5,000	10,045	15,045	3,761	7,372	7,673
Navajo	30,087	1.8022%	5,000	7,659	12,659	3,165	6,203	6,456
Pima	221,738	13.2819%	5,000	56,448	61,448	15,362	30,110	31,338
Pinal	110,888	6.6421%	5,000	28,229	33,229	8,307	16,282	16,947
Santa Cruz	13,473	0.8070%	5,000	3,430	8,430	2,108	4,131	4,299
Yavapai	39,654	2.3752%	5,000	10,095	15,095	3,774	7,397	7,698
Yuma	58,539	3.5064%	5,000	14,902	19,902	4,976	9,752	10,150
TOTAL	1,669,472	100.00%	75,000	425,000	500,000	125,000	245,000	255,000

Source: Arizona Department of Economic Security, Research Administration, Population Statistics Unit. Arizona population projections for 2017-2055.

*Total reflects rounding adjustments.

APPROVED: Joseph Kelroy — Digitally signed by Joseph Kelroy Date: 2019.05.02 15:45:30 -07'00'

Unallocated

GRAND TOTAL **500,000**

N:\JJSD\FY2019\1075\FY19_famco.xlsx

CK SUM **500,000**

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Consent 7. Procurement

Regular Board of Supervisors Meeting

Meeting Date:	06/11/2019		
Professional Engineering Services for Bisbee Douglas International Airport Runway Lighting			
Submitted By:	Dan Coxworth, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Brandon Morrison	**TITLE of PRESENTER:**	Manager
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Agreement with Armstrong Consultant, Inc. to provide professional engineering services for the Bisbee-Douglas International Airport rehabilitate runway lighting project, in the amount of $73,710, effective June 11, 2019.

Background:

The Consulting firm of Armstrong Consultants was selected from those consultants who submitted their qualifications and on July 2, 2013 a professional service agreement was signed to provide professional engineering services to Cochise County for the work at Bisbee Douglas International Airport. The scope of work for the lighting project was submitted to FAA and ADOT on April 29, 2019 for review. The scope of work included bidding and construction administration services. Armstrong submitted their fee on April 30, 2019 in the amount of $73,710.

Department's Next Steps (if approved):

The Department will coordinate efforts with Armstrong Consultants and the contractor that will perform the work to rehabilitate the runway lighting at BDI.

Impact of NOT Approving/Alternatives:

Armstrong Consultants will not be available to manage construction services for this project.

To BOS Staff: Document Disposition/Follow-Up:

Please sign and return both copies to Brandon Morrison, Procurement Manager

---

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

Task Order I

Task Order I fees weekly inspection

TASK ORDER I
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2019

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is associated with Task Order H as the construction phase services and is made a part of and incorporated by reference into the Professional Services Agreement made on July 2, 2013, between **COCHISE COUNTY, ARIZONA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC.**, **(Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Bisbee Douglas International Airport, Douglas, Arizona

3. **WORK PROGRAM** – Attached

   Element 1 – *Replace Runway 17/35 Edge Lighting, Signage and Vault (Construction Admin)*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development	$3,130
Element 1 – Bidding Services	$7,450
Element 1 – Construction Period Services	
Construction Administration Services	$16,660
Construction Inspection Services	$34,690
Element 1 – Project Closeout	$4,780
Element 1 – Special Services	
Electrical Engineering – Construction Admin	$7,000
Element 1 Engineering Total	$73,710

SPONSOR:
COCHISE COUNTY
BOARD OF SUPERVISORS

_____
Peggy Judd, Chairman

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

_____
Dennis Corsi, President

SCOPE OF WORK
BISBEE DOUGLAS INTERNATIONAL AIRPORT
AIP NO. 3-04-0013-013-2019

ELEMENT #1 REPLACE RUNWAY 17/35 EDGE LIGHTING, SIGNAGE, AND VAULT (CONSTRUCTION ADMIN)

1. The existing Runway 17/35 edge lighting system is in poor condition and needs to be upgraded. The signage does not meet the current FAA standards. The vault is old military equipment and needs to be upgraded to the new electrical standards and to meet the demand of the airport.

   1.1. The project will remove the existing lights, cans, and signs and abandon in-place the direct buried cable.

   1.2. The project will install new edge lighting and signage with a new conduit and can system, new LED edge lights, new LED signage, vault equipment and rehabilitation of the existing vault building.

Estimated Construction Cost is:	$580,000
Estimated Construction Period is:	50 days

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Develop a draft Scope of Work narrative for review and approval. Upon receiving approval of the draft scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work.

2. Prepare final Scope of Work and Contract. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.

3. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
   a. Prepare the following forms: SF424 and FAA Form 5100-100.
   b. Prepare Project Narrative and Sketch.
   c. Prepare Preliminary Estimate.
   d. Prepare the Sponsor's Certifications.
   e. Attach the current Grant Assurances.

   The Engineer will submit the application to the Sponsor for approval and signatures.

II. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor and FAA will be given a hard copy set of the final plans, specifications and contract documents.

2. Provide technical assistance and recommendations to the Airport during construction bidding.

3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda.

4. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.

5. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.

6. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

III. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules.

2. Provide Sponsor, State, and FAA with digital copies of the Contract Documents, Specifications, and Construction Plans (hard copies upon request). Provide Contractor with digital copies of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.

3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.

4. Conduct pre-construction conference.

5. No AGIS survey requirements are to be conducted as a part of this contract or project.

6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.

7. Provide technical assistance and recommendations to the airport during construction. This item includes two (2) trips to the job site for on-site clarification. This item also includes daily construction coordination from the office that does not fit in another item such as communications to and from the Contractor, inspector and Sponsor for project updates, questions, and instruction.

8. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.

9. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA and State payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursements through the FAA e-invoicing system and ADOT processes.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.

2. Provide a part time representative to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, and measure and document construction pay quantities. Assist the Sponsor with interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports. Visits will be conducted once a week (7 visits).

3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA, State and Sponsor no later than the following week that the report refers to.

4. Conduct final project inspection with the Sponsor, State, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action.

IV. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including preparing final SF425 and SF271 forms and grant closeout letter.

2. Prepare record drawings, indicating changes made to the design during construction. The FAA, State and Sponsor will each receive one copy of the record drawings in half size (11”x17”) format, as well as one in electronic format on a CD.

3. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance. The Final Engineer’s Report will include a summary of tests to document the acceptance testing performed on the project.

V. SPECIAL SERVICES

Armstrong does not provide some services “in-house”. When a service is needed that we don’t provide we will contract with other firms that provide those services. The following are activities that Armstrong will provide as part of this project but will hire a sub consultant to perform the activities.

Activities include:

1. Electrical Engineering for the review of shop drawings and inspection.

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts	In Contract
Access to Records and Reports	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**x**
Affirmative Action Requirement	**$10,000**	REQD	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
Breach of Contract	**$150,000**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**x**
Buy American Preferences	**$ 0**	REF	**Limited**	REQD	REQD	**Limited**	**n/a**	
(1) Buy American Statement	**$ 0**	**NIS**	**Limited**	REQD	REQD	**Limited**	**n/a**	
(2) BA – Total Facility	**$ 0**	**NIS**	**Limited**	REQD	REQD	**Limited**	**n/a**	
(3) B.A. – Manufactured Product	**$ 0**	**NIS**	**Limited**	REQD	REQD	**Limited**	**n/a**	
Civil Rights – General	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	REQD	X
Civil Rights - Title VI Assurances	**$ 0**	REF	REQD	REQD	REQD	REQD	REQD	X
(1) Notice - Solicitation	**$ 0**	REQD	REQD	REQD	REQD	REQD	REQD	X
(2) Clause - Contracts	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	REQD	X
(3) Clause – Transfer of U.S. Property	**$ 0**	**NIS**	**n/a**	**n/a**	**n/a**	**Limited**	REQD	
(4) Clause – Transfer of Real Property	**$ 0**	**NIS**	**n/a**	**n/a**	**n/a**	REQD	REQD	
(5) Clause - Construct/Use/Access to Real Property	**$ 0**	**NIS**	**n/a**	**n/a**	**n/a**	REQD	REQD	
(6) List – Pertinent Authorities	**$0**	**NIS**	REQD	REQD	REQD	REQD	REQD	X
Clean Air/Water Pollution Control	**$150,000**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**X**
Contract Work Hours and Safety Standards	**$100,000**	**NIS**	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
Copeland Anti-Kickback	**$ 2,000**	**NIS**	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
Davis Bacon Requirements	**$ 2,000**	REF	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
Debarment and Suspension	**$25,000**	REF	REQD	REQD	REQD	**Limited**	**n/a**	**X**
Disadvantaged Business Enterprise	**$ 0**	REF	REQD	REQD	REQD	REQD	**n/a**	**X**
Distracted Driving	**$3,500**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**X**
Energy Conservation Requirements	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**X**
Equal Employment Opportunity	**$10,000**	**NIS**	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
(1) EEO Contract Clause	**$10,000**	**NIS**	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
(2) EEO Specification	**$10,000**	**NIS**	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
Federal Fair Labor Standards Act	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	**Info**	**X**
Foreign Trade Restriction	**$ 0**	REF	REQD	REQD	REQD	REQD	**n/a**	**X**
Lobbying Federal Employees	**$ 100,000**	REF	REQD	REQD	REQD	REQD	**n/a**	**X**
Occupational Safety and Health Act	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	**Info**	**X**
Prohibition of Segregated Facilities	**$10,000**	**NIS**	**Limited**	REQD	**Limited**	**Limited**	**n/a**	
Recovered Materials	**$10,000**	REF	**Limited**	REQD	REQD	**Limited**	**n/a**	
Rights to Inventions	**$ 0**	**NIS**	**Limited**	**Limited**	**Limited**	**n/a**	**n/a**	
Seismic Safety	**$ 0**	**NIS**	**Limited**	**Limited**	**Limited**	**n/a**	**n/a**	
Tax Delinquency and Felony Conviction	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**X**
Termination of Contract	**$10,000**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**X**
Veteran's Preference	**$ 0**	**NIS**	REQD	REQD	REQD	REQD	**n/a**	**X**

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor | Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor | Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TITLE VI SOLICITATION NOTICE

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* / *Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* / *Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain

to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Detailed Engineering Fee Breakout

AIRPORT: Bisbee Douglas International Airport
LOCATION: Cochise County, AZ
FAA GRANT NO.:
PROJECT DESCRIPTION: Replace Runway 17/35 Edge Lighting, Signage and Vault (Construction Admin)

ACI PROJECT NUMBER: Pending
DATE: 4/30/19
REV. NO: 0

Note: This spreadsheet is provided to show how the lump sum totals for each phase have been established. The monthly billing will be a simple percentage of each phases total lump sum amount.

			Proposed Fee
1.	PROJECT DEVELOPMENT		$3,130.00
2.	BIDDING SERVICES		$7,450.00
3a.	CONSTRUCTION ADMINISTRATION SERVICES		$16,660.00
3b.	CONSTRUCTION INSPECTION SERVICES		$34,690.00
4.	PROJECT CLOSEOUT		$4,780.00
	SPECIAL SERVICES **		$7,000.00
	C.A. Electrical Engineering - CR Engineers	$7,000.00	
	TOTAL ENGINEERING SERVICES		**$73,710.00**

I.PROJECT DEVELOPMENT

Item No.		Principal	Project Manager	Project Engineer	Senior Designer	Drafter	Clerical	Total		Cost
1.0	**PROJECT DEVELOPMENT**	$238.00	$173.00	$134.00	$124.00	$102.00	$89.00	Hours		Summary
1.1	Develop Draft Scope of Work and Fee Estimates	1	4	0	0	0	2	7		$1,108.00
1.2	Prepare Final Scope of Work and Contract	1	4	0	0	0	1	6		$1,019.00
1.3	Prepare FAA Grant Application	0	1	0	2	0	1	4		$510.00
	Estimated Total Man-hours	**2**	**9**	**0**	**2**	**0**	**4**	**17**		
	Summary Costs	**$476.00**	**$1,557.00**	**$0.00**	**$248.00**	**$0.00**	**$356.00**			**$2,637.00**
1.90	**Reimbursables**									
1.91	Miscellaneous	0	500	0	0	0	0	500.00	$500.00	$500.00
1.92	Auto Rental	0	0	0	0	0	0	0 Days	$70.00	$0.00
1.93	Mileage	0	0	0	0	0	0	0 Mi	$0.445	$0.00
1.94	Lodging and Per Diem	0	0	0	0	0	0	0 Days	per adot	$0.00
1.95	Meals and Incidentals	0	0	0	0	0	0	0 Days	per adot	$0.00
								Total Project Development Phase:		**$3,137.00**
										Checks
									use	$3,130.00

II. BIDDING SERVICES

Item No.		Principal	Project Manager	Project Engineer	Senior Designer	Drafter	Clerical	Total		Cost
2.0	**BIDDING SERVICES**	$238.00	$173.00	$134.00	$124.00	$102.00	$89.00	Hours		Summary
2.1	Assist Sponsor with Advertising	0	1	0	2	0	2	5		$599.00
2.2	Provide Technical Assistance During Bidding	1	2	0	4	0	2	9		$1,258.00
2.3	Attend and Assist with Pre-Bid Conference, Address RFIs	0	9	10	0	2	0	21		$3,101.00
2.4	Prepare Bid Abstract and Award Recommendation	0	1	0	2	0	4	7		$777.00
2.5	Update FAA Grant APP	0	1	0	2	0	0	3		$421.00
2.6	Assist with Award Notification, Return Bonds, and Review Bidding Documents	0	1	0	2	0	1	4		$510.00
	Estimated Total Man-hours	**1**	**15**	**10**	**12**	**2**	**9**	**49**		
	Summary Costs	**$238.00**	**$2,595.00**	**$1,340.00**	**$1,488.00**	**$204.00**	**$801.00**			**$6,666.00**
2.90	**Reimbursables**									
2.91	Miscellaneous (Printing, Copying & Mailing)		500					500.00	$500.00	$500.00
2.92	Auto Rental		1					1 Days	$70.00	$70.00
2.93	Mileage		444					444 Mi	$0.445	$197.58
2.94	Lodging and Per Diem							0 Days	per adot	$0.00
2.95	Meals and Incidentals		1	1				2 Meals	per adot	$26.00
								Total Bidding Services:		**$7,459.58**
										Checks
									use	$7,450.00

III. CONSTRUCTION SERVICES

Item No.	**CONSTRUCTION ADMINISTRATION SERVICES**	Principal	Project Manager	Project Engineer	Senior Designer	Drafter	Clerical	Total		Cost
3A.0	**(based on 50 Calendar Days)**	$238.00	$173.00	$134.00	$124.00	$102.00	$89.00	Hours		Summary
3A.1	Coordinate Construction Agreement, Review Bonds, Certs, Construction Schedule, Notice to Proceed.	0	1	0	2	0	0	3		$421.00
3A.3	Review Construction Safety Compliance Doc	0	1	0	2	0	0	3		$421.00
3A.4	Conduct Pre-Construction Conference	0	9	9	0	0	1	19		$2,852.00
3A.6	Engineering Assistance on Contractor's Survey Control	0	1	0	4	2	0	7		$873.00
3A.7	Provide Technical Assistance During Construction	2	33	13	0	0	4	52		$8,283.00
3A.8	Prepare Change Orders and Supplemental Agreements	0	2	0	4	0	0	6		$842.00
3A.9	Prepare and Confirm Pay Request and Reimbursement Requests	0	3	0	6	0	4	13		$1,619.00
	Estimated Total Man-hours	**2**	**50**	**22**	**18**	**2**	**9**	**103**		
	Summary Costs	**$476.00**	**$8,650.00**	**$2,948.00**	**$2,232.00**	**$204.00**	**$801.00**			**$15,311.00**
3A.90	**Fixed Fee/Reimbursables**									
3A.91	Miscellaneous		500					500.00	$500.00	$500.00
3A.92	Auto Rental		3					3 Days	$70.00	$210.00
3A.93	Mileage		1332					1332 Mi	$0.445	$592.74
3A.94	Lodging and Per Diem							0 Days	per adot	$0.00
3A.95	Meals and Incidentals		3	1				4 Meals	per adot	$52.00
	Total Construction Phase Services							**Total Construction Administration Services:**		**$16,665.74**
										Checks
									use	$16,660.00

Item No.	**CONSTRUCTION INSPECTION SERVICES**	Principal	Project Manager	Project Engineer	Construction Supervisor	Resident Inspector	Clerical	Total		Cost
3B.0	**(based on 50 Calendar Days)**	$238.00	$173.00	$134.00	$162.00	$124.00	$89.00	Hours		Summary
3B.1	Review Submittals and Shop Drawings	0	2	4	0	0	2	8		$1,060.00
3B.2	Provide Part Time Inspection	0	77	77	13	0	4	171		$25,607.00
3B.3	Prepare and Submit Weekly Inspection Reports	0	1	0	8	0	0	9		$1,165.00
3B.4	Conduct Final Inspection	0	9	11	0	0	1	21		$3,120.00
	Estimated Total Man-hours	**0**	**89**	**92**	**21**	**0**	**7**	**209**		
	Summary Costs	**$0.00**	**$15,397.00**	**$12,328.00**	**$3,402.00**	**$0.00**	**$623.00**			**$31,750.00**
3B.90	**Fixed Fee/Reimbursables**									
3B.91	Miscellaneous		500					500.00	$500.00	$500.00
3B.92	Auto Rental		8					8 Days	$70.00	$560.00
3B.93	Mileage		3552					3552 Mi	$0.445	$1,580.64
3B.94	Lodging and Per Diem							0 Days	per adot	$0.00
3B.95	Meals and Incidentals		8	8				16 Meals	per adot	$304.00
								Total Construction Inspection Services:		**$34,694.64**
										Checks
									use	$34,690.00

VI. Project Closeout

Item No.		Principal	Project Manager	Project Engineer	Senior Designer	Drafter	Clerical	Total		Cost
4.0	**PROJECT CLOSEOUT**	$238.00	$173.00	$134.00	$124.00	$102.00	$89.00	Hours		Summary
4.1	Assist Sponsor with Grant Closeout Certifications	0	2	0	4	0	0	6		$842.00
4.2	Prepare Record Drawings	0	0	1	2	2	0	5		$586.00
4.3	Prepare Final Engineers Report	0	4	0	16	0	2	22		$2,854.00
	Estimated Total Man-hours	**0**	**6**	**1**	**22**	**2**	**2**	**33**		
	Summary Costs	**$0.00**	**$1,038.00**	**$134.00**	**$2,728.00**	**$204.00**	**$178.00**			**$4,282.00**
6.90	**Fixed Fee/Reimbursables**									
4.91	Miscellaneous		500					500.00	$500.00	$500.00
4.92	Auto Rental							0 Days	$70.00	$0.00
4.93	Mileage							0 Mi	$0.445	$0.00
4.94	Lodging and Per Diem							0 Days	per adot	$0.00
4.95	Meals and Incidentals							0 Meals	per adot	$0.00
								Total Project Closeout Services:		**$4,782.00**
										Checks
									USE	$4,780.00

Consent 8.

Regular Board of Supervisors Meeting **Public Defender**

Meeting Date: 06/11/2019

Approval of State grant training funds for Public Defender for FY19/20

Submitted By: Delores Putnam, Public Defender

Department: Public Defender

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 12-117

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

Information

Agenda Item Text:

Approve Funding Agreement with the Arizona Supreme Court for Public Defender Training Funds in the amount of $3,600 effective July 1, 2019 through June 30, 2020.

Background:

In 1989 the Arizona Legislature enacted ARS 12-117 for the purpose of providing money to the Supreme Court to be distributed to county public defenders for training purposes.

Department's Next Steps (if approved):

The Public Defender will use the funding for training purposes.

Impact of NOT Approving/Alternatives:

If not approved the Public Defender will depend solely on the county general fund for funding for mandatory continuing legal education credits for attorney staff.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: (●) **Funds Available:** ( ) **Amount Available:** 3600

Unbudgeted: ( ) **Funds NOT Available:** ( ) **Amendment:** ☐

Account Code(s) for Available Funds

1: 101-1300-9-423.300

2: 101-1300-9-423.400

Fund Transfers

Fiscal Year: 19/20

One-time Fixed Costs? ($$$): 3600

Ongoing Costs? ($$$): 0

County Match Required? ($$$): 0

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

Source of Funding?: AZ Sup Court

Fiscal Impact & Funding Sources (if known):

Attachments

Grant Approval Form

Funding Agreement

ARS 12-117

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Delores Putnam

Date Prepared: 5/24/19

Point of Contact: Delores Putnam

Phone Number: 520-432-8442

Department: **Public Defender**

PRIMARY GRANT

Primary Grantor: Az Supreme Court, Admin Office of the Courts

CFDA: n/z
www.CFDA.gov

Grant Title: Public Defender Training Fund (PDTF)

Grant Term From: July 1, 2019 To: June 30, 2020 Total Award Amount: 3,600.00

New Grant: ☐ Yes ☑ No Grant No: n/a

Amendment: ☐ Yes ☑ No Amendment No:

GL Account No: 101-1300 If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice** District: **Select District Below** Mandated by Law ☑ Yes ☐ No

Number of Positions Funded: 0

Asset(s) Acquired:

0

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

Funding to be used exclusively for training purposes primarily for attorney staff, but may also be used for public defender support staff.

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

ARS 12-117 Public defender training fund, appropriation

PRIMARY FUNDING SOURCE

Funding Year: FY19/20

Federal Funds 332.100

State Funds 336.100 3,600.00

County Funds 391.000

Other Funds:

Total Funds: 3,600.00

Has this amount been budgeted? ☑ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☑ Quarterly ☐ Draw ☐ Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: $ 0.00 (b) Amount of overhead allowed by grant: $ 0.00

County Subsidy (a) - (b) = $ 0.00

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? ☐ Yes ☑ No

County match source:

County match dollar amount or percentage:

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

Arizona Supreme Court
Administrative Office of Public Defenders

FUNDING AGREEMENT FOR
PUBLIC DEFENDER TRAINING FUND (PDTF)

Cochise County Public Defender
Fiscal Year 2020

This Agreement is entered into by and between the Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Public Defender, herein referred to as "Public Defender," in accordance with A.R.S. § 12-117.

RECITAL

Pursuant to A.R.S. § 12-113(A)(1), Judicial Collection Enhancement Fund; 12-116, Time Payment Fee; and 12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training.

The purpose of this Agreement is to provide funding for Public Defender training in Fiscal Year 2020 Cochise County Public Defender agrees that it will expend Public Defender Training Fund ("PDTF") monies in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2019, and shall remain in effect through June 30, 2020.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding available; (b) statutory changes in the program; or (c) Public Defender's non-compliance with this Agreement, Arizona Code of Judicial Administration § 5-105, A.R.S. § 12-117, or other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than thirty (30) days prior to the closing date of the grant.

3. FUND ACCOUNTING

Funds distributed to Public Defender shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III-2 of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Public Defender shall accrue to the fund for use by the Public Defender in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

4. EXPENDITURES

a. Distribution of Funds.

1) The PDTF monies will be disbursed quarterly pursuant to the proportion requirements set forth in A.R.S. § 12-117(C). Quarterly disbursements will be made within sixty (60) days of the close of each quarter.

2) The AOC may retain all or any portion of the funds allocated to the Public Defender should the Public Defender be in violation of any of the terms of this funding Agreement.

b. Reporting Requirements. The Public Defender shall submit an annual report using the AOC approved reporting templates no later than forty-five (45) days after fiscal year end, in accordance with Arizona Code of Judicial Administration § 5-105.

c. Unexpended Funds. Funds unencumbered and unexpended thirty (30) days after fiscal year end, plus all unexpended interest accrued on such funds while in the possession of the Public Defender, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

d. Inappropriate Expenditures. The Public Defender shall expend funds only for the purposes and uses specified within Arizona Code of Judicial Administration § 5-105. Public Defender agrees to reimburse the Public Defender Training Fund for any unauthorized or inappropriate expenditures which are not in compliance with this Agreement. The Public Defender Training Fund shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with PDTF monies shall be used solely for PDTF training purposes.

e. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Public Defender shall be returned to the AOC within thirty (30) days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Public Defender Training Funds. If termination is due to failure of the Public Defender to comply with this agreement, the AOC may require return of equipment and supplies purchased with Public Defender Training Funds.

5. BOOKS AND RECORDS

a. Financial Records and Examination. The Public Defender shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC plans to monitor and evaluate the Public Defender Training Fund Program to determine its effectiveness. As a condition of receipt of Public Defender Training Funds, the Public Defender agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Public Defender and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials. The Public Defender further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Public Defender shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

7. INVENTORY

The Public Defender retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Public Defender may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06A for guidance. Public Defender retains ownership of equipment purchased with funds received pursuant to this funding agreement.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Public Defender is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Appendix A.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

By _____
Mr. Richard G. Karwaczka, Public Defender
Cochise County Public Defender

ARIZONA SUPREME COURT

By _____
Mike Baumstark, Deputy Director
Administrative Office of Courts

APPENDIX A

ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital fixed asset means any fixed asset with a purchase price of $5,000 or more and a usable life of one or more years. These fixed assets will also be recorded and tracked in the State Accounting System (USAS).

Non-capital equipment means any fixed asset with a purchase price of $2,000 to $4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district; and with other state agencies with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over $2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU/LGU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU/LGU owns the equipment. The JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU/LGU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU/LGU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU/LGU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

All JDU/LGU's shall conduct an annual physical inventory of fixed assets in a manner prescribed by the AOC Financial Office. The Information Technology Division shall conduct an annual physical inventory of all computer equipment. The AOC Financial Office will submit an annual inventory report to the Department of Administration, General Accounting Office.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment which is no longer needed or usable shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU/LGU, the JDU/LGU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

12-117. Public defender training fund; appropriation

A. The public defender training fund is established consisting of monies allocated to the fund pursuant to section 12-116. The supreme court shall administer the fund.

B. Each month the supreme court shall deposit in the fund the monies collected for the fund. All monies deposited in the fund are continuously appropriated to the supreme court for distribution to each county public defender as provided in subsection C of this section.

C. The allocation of monies collected shall be made to each county public defender office in proportion to the number of felony cases assigned to that office in the last fiscal year.

D. Monies received shall be used exclusively for the purpose of public defender training. Each public defender office receiving training fund monies shall submit to the supreme court an annual report of all financial receipts and expenditures from the training fund.

Public Hearings 9.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	06/11/2019		
Bar Liquor License Sierra Vista Wedding and Events. Series 6			
Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Arlethe Rios	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Location/Owner Transfer Liquor License application for a series #6 (Bar) license submitted by Mr. Edward Martin Fee for Sierra Vista Wedding and Events, located at 6398 S. Hwy 92, Hereford, AZ 85615.

Background:

Mr. Fee has applied for a series #6 Bar liquor license for Sierra Vista Wedding and Events, located at 6398 S. Hwy 92, Hereford, Arizona, 85615. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

Mr. Fee has paid the $100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

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

Application

Department Review Forms

Affidavit of Posting

State of Arizona
Department of Liquor Licenses and Control

Created 04/23/2019 @ 03:29:59 PM

Local Governing Body Report

LICENSE

Number:	06020045	Type:	006 BAR
Name:	SIERRA VISTA WEDDING AND EVENTS		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2019
Original Issue Date:	12/10/1985		
Location:	6398 S HIGHWAY 92 HEREFORD, AZ 85615 USA		
Mailing Address:	4976 S RICARDO ROAD SIERRA VISTA, AZ 85650 USA		
Phone:	(520)249-4146		
Alt. Phone:			
Email:	ED_FEE@HOTMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	EDWARD MARTIN FEE
Gender:	Male
Correspondence Address:	4976 S RICARDO ROAD SIERRA VISTA, AZ 85650 USA
Phone:	(520)249-4146
Alt. Phone:	
Email:	ED_FEE@HOTMAIL.COM

OWNER

Name:	FEE 3 LLC		
Contact Name:	EDWARD MARTIN FEE		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L15992502	State of Incorporation:	AZ
Incorporation Date:	05/03/2010		
Correspondence Address:	4976 S RICARDO ROAD SIERRA VISTA, AZ 85650 USA		
Phone:	(520)249-4146		
Alt. Phone:			
Email:	ED_FEE@HOTMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
EDWARD MARTIN FEE	Member,Stockholder	100.00

FEE 3 LLC - Member,Stockholder

Name:	EDWARD MARTIN FEE
Gender:	Male
Correspondence Address:	4976 S RICARDO ROAD SIERRA VISTA, AZ 85650 USA
Phone:	(520)249-4146
Alt. Phone:	
Email:	ED_FEE@HOTMAIL.COM

APPLICATION INFORMATION

Application Number:	63369
Application Type:	Location / Owner Transfer
Created Date:	04/23/2019

QUESTIONS & ANSWERS

006 Bar

1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
   No
4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
   Yes
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   Yes
   If Yes, what City, Town or Tribal Reservation is this Business located in?
   COCHISE COUNTY
15) Please provide name, address, and Distance of nearest school.
   CORONADO ELEMENTARY 5148 S CORONADO SCHOOL DR SIERRA VISTA, AZ 85650
   5.3 MILES
16) Please provide name, address, and distance of nearest church.
   COUNTRY ESTATES SOUTHERN BAPTIST CHURCH 5700 AZ-92 HEREFORD, AZ 85615
   4,224 MILES
17) Are you a tenant? (A person who holds the lease of a property; a lessee)
   No
18) Is there a penalty if lease is not fulfilled?
   No
19) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
   No
20) Are you the owner?
   Yes

21) Are you a purchaser?
No

22) Are you a management company?
No

23) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
JOSHUA GREER 3880 SUNBEAM DR LOS ANGELES, CA 90065 $60,000.00
JOHN CARREON 500 E 8TH ST LONG BEACH, CA 90813 $60,000.00

24) Is there a drive through window on the premises?
No

25) Have you provided a diagram of your premises?
Yes

26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS

27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
09/1/2019

'19 APR 23 Liq. Lic. PM 3:05

Purchase Agreement

Gary J Don Cowell Agent Rivka LLC,Owner (the "Seller"), of 300 Duchess Dr., Sierra Vista, Arizona 85635 does hereby sell, assign, and transfer to Edward Fee, CEO Fee 3 L.L.C. (the "Buyer"), of 4976 S. Ricardo Rd, Sierra Vista, Arizona 85650 the following property:

PROPERTY: Arizona Series 6 Liquor License # 06020045
AMOUNT: $30,000.00

for a TOTAL AMOUNT OF $30,000.00

The Seller warrants that they are the legal owner of the property and that it is being transferred to the Buyer free and clear of any liens or encumbrances.

The Seller warrants that the above property is in good working condition, but makes no further warranties, express or implied (except as specifically stated in this document). The Seller shall not be liable for any damages (including, without limitation, direct, special, or consequential damages). The Seller shall only be obligated to pay the reasonable repair cost of the specified item, not to exceed $0.00. This obligation shall only apply to defects discovered during the 30 day period that begins with the date of this Purchase Agreement.

This transfer is effective as of March 18, 2019.

The property is now located at 300 Duchess Dr., Sierra Vista, Arizona 85635, and all of such property is in the possession of Gary J Don Cowell Agent Rivka LLC,Owner.

[SIGNATURE PAGE FOLLOWS]

This is a RocketLawyer.com document.

This Purchase Agreement shall be signed by Gary J Don Cowell on behalf of Gary J Don Cowell Agent Rivka LLC,Owner, and by Edward Fee on behalf of Edward Fee CEO Fee 3 L.L.C..

SELLER:

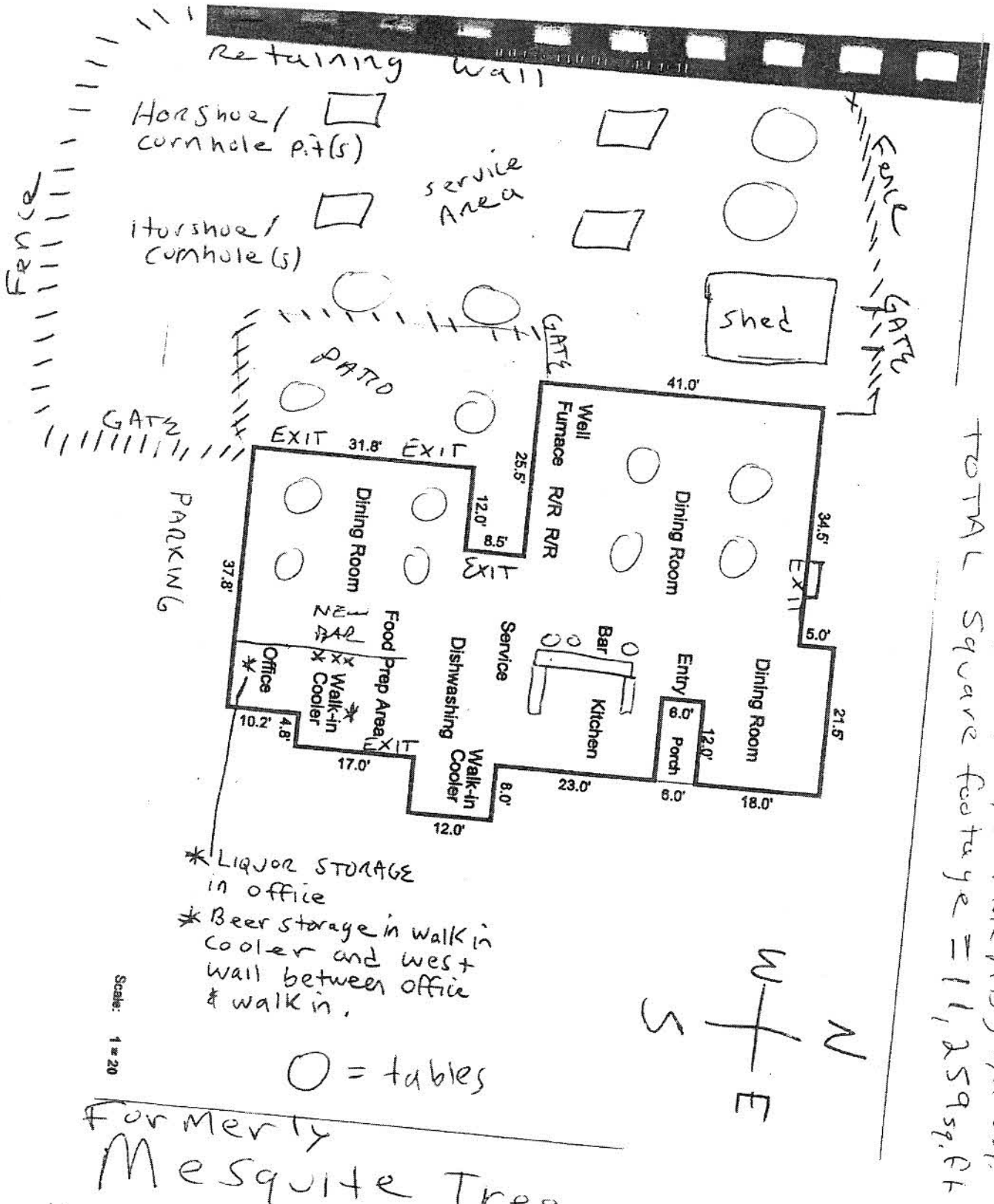
Gary J Don Cowell, on behalf of Gary J Don Cowell Agent Rivka LLC,Owner

BUYER:

Edward Fee, on behalf of Edward Fee CEO Fee 3 L.L.C.

'19 APR 23 P1:41 RCVD

Sierra Vista Wedding & Events



* LIQUOR STORAGE in office
* Beer storage in walk in cooler and west wall between office & walk in.

○ = tables

N
W
E
S

Building Square footage 3987' PATIO 725'
Outside Service Area (horseshoe/cornhole pits) 7,200' sq.
TOTAL Square footage = 11,259 sq. FT

Formerly Mesquite Tree

Now FEE 3 LLC DBA Sierra Vista Wedding & Events

'19 APR 23 Liqr. Lic. PM 3 35

804,722

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 06020045/633369

1. Check the Appropriate Box → ☑ Controlling Person ☑ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Fee (Last) Edward (First) Martin (Middle) Birth Date: ____/____/____ (NOT a public record)

3. Social Security #: _____ Driver License#: _____ State: AZ

4. Place of birth: Orange (City) NJ (State) U.S.A. (COUNTRY (not county)) Height: 6'2" Weight: 205 Eyes: GRN Hair: BRN

5. Name of current/most recent spouse: McCann (Last) Lisa (First) Marie (Middle) Birth Date: ____/____/____ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: _____

7. Daytime telephone number: 520 249-4146 E-mail address: ed_fee@hotmail.com

8. Business Name: ~~Fee 3 LLC~~ DBA Sierra Vista Wedding & Events Business Phone: 520/249/4146

9. Business Location Address: 6398 S. HWY 92 (Street (do not use PO Box)) Hereford (City) AZ (State) Cochise (County) 85615 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/94	CURRENT	Teacher	Palominas S.D. #49 6849 Highway 92, Hereford, AZ 85615

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
1/2015	CURRENT	4976 S. Ricardo Rd Sierra Vista, AZ 85650
7/1994	12/2014	4986 S. Burro Dr Sierra Vista, AZ 85650

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☒ Yes ☐ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☒ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☒ Yes ☐ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Edward M. Fee hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Edward M Fee State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 2-12-2020 (Date)

22 (Day) Day of March (Month), 2019 (Year)

OFFICIAL SEAL
SELENA MARIE GONZALES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 12, 2020

Selena Marie Gonzales
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

17.

4/10/19

To Whom it May Concern, My name is Edward Fee and I answered yes on my questionnaire form on questions 17. I was the owner/ operator of JR's Food & Spirits (Liquor License # 06020034) from May 2010 to June 2015. Although we did our best to comply with all liquor laws, we were fined by Arizona Liquor Board in April 2015. We were closed for a 10 day suspension at the end of May 2019, due to acts of violence. Prior to closure, I enacted additional security measures and an upgraded plan that proved more successful and is still being followed by the current owner. The first change was not allowing any additional patrons in after 1 AM, which I later pulled back to 12:30. When inspected for the last time in March of 2015 no violations were found. Although we made money with our DJ's, I found that "hip hop" music brought an unruly customer base and was counter to what I wanted to do. After selling JR's, I changed my LLC to DBA Sierra Vista Weddings & Events. I have found that weddings, country and oldies music are more what I had in mind. Please let me know if you require anything further from me.

Sincerely,

Edward Fee

Edward Fee
Fee 3 LLC

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

'19 APR 23 Liq. Lic. PM 3:35

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Edward MartinFee

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No

If **Yes**, indicate place of birth:

City Orange State (or equivalent) N.J. Country or Territory U.S.A.

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Arizona D.L. B12176078
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Edward Martin Fee
Individual Owner/Agent Printed Name

Edward Martin Fee
Individual Owner/Agent Signature

3/22/19
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D
9a END M
12 REST B
4d DLN
3 DOB

FEE
2 EDWARD MARTIN
8 4976 S RICARDO RD
SIERRA VISTA, AZ 85650-9163



4b EXP 11/10/2029 4a ISS 11/29/2018
15 SEX M 16 EYES GRN
18 HGT 6'-02" 19 HAIR BRO
17 WGT 186 lb
DONOR

Edward M. Fee

CLASS:
ENDORSEMENTS:
M-Motorcycle

RESTRICTIONS:
B-Corrective Lens Must Be Worn

Rev 02/14/2014

You Must Report a Change of Address Within 10 Days

'19 APR 23 Liqr. Lic. PM 3:35

Certificate # 10539

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

☐ On-sale
☐ Off-sale
☒ On- and off-sale

A Certificate of Completion must be in a form provided by the Arizona Department of Liquor Licenses and Control. Certificates are completed by a state approved training provider and when issued, the Certificate is signed by the course participant.

The Title 4 BASIC Title 4 training only and does not satisfy the MANAGER Title 4 training or the director training requirements. Persons required to have a BASIC Title 4 training certificate are listed at the back of the Certificate. Licensees sometimes require BASIC Title 4 training as a condition of employment.

A replacement Certificate of Completion for Title 4 training may be available through the training provider for two years after the training completion date.

Student Information

Edward Edward Fee
Full Arrow (please print)

Signature

December 02, 2018
Training Completion Date

December 01, 2021
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613
Mailing Address

512-879-1063
Day time contact Phone number

I, Kelly Bailey, (Instructor Name - please print) certify that the above named individual successfully completed Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using the online course content and materials approved by the Arizona Department of Liquor Licenses and Control. I further understand that the issuance of this Certificate of Completion commences the three year validity of this Training Provider approval in this category as prescribed by A.A.C. R19-1-308(E) and (F).

Kelly Bailey
Instructor Signature

December 02, 2018
Date of Training

Persons required to complete BASIC or MANAGER Title 4 training include: (check all that apply)

☐ Licensee (sole proprietor) (Series 1)
☐ Partner (Series 6)
☐ Limited Partner (Series 6)
☐ Corporate Officer (Series 5)
☐ Stockholder (Series 5)
☐ Limited Liability Company Member (Series 15)
☐ Agent (Series 5)
☐ Bar (Series 7)
☐ Beer & Wine Bar (Series 7)
☐ Hotel/Motel Alcoholic Beverage (Series 11)
☐ Liquor Store (Series 9)
☐ Beer & Wine Store (Series 10)
☐ Restaurant (Series 12)
☐ Director (Series 14)
☐ Manager (Series 6, 7, 9, 10, 11, 12, 14, 15, 16)

Liquor license applications for the above-named individual are not complete until a valid Certificate of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which documents a manager's allocation) and the agent change form (which declares a new agent) do not allow liquor licensees are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 1, 2012

'19 APR 23 Liq. Lic. PM 3:05

Certificate # 10543

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form approved by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A participant's Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Edward Edward Fee
Full name (please print)

Signature

December 02, 2018
Training Completion Date

December 01, 2021
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com
Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613
Mailing Address

512-879-1063
Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Kelly Bailey
Instructor Signature

December 02, 2018
Day Mo Year

Person required to complete BASIC & MANAGEMENT Title 4 training: 1) owners, actively involved in the daily business operations of a liquor licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 6)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel/Restaurant (series 11)
Beer & Wine Store (series 10)

Blank fees on applications for original and renewal are not complete until a Certificate of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which documents a change to a local agent) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until a valid Certificate of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

BAR

License 06020045

Issue Date: 6/22/2018

Expiration Date: 6/30/2019

Issued To:

GARY J DON COWELL, Agent
RIVKA LLC, Owner

Location:

DILLON'S
6415 E HWY 90
SIERRA VISTA, AZ 85635
USA

Mailing Address:

GARY J DON COWELL
RIVKA LLC
DILLON'S
300 DUCHESS DRIVE
SIERRA VISTA, AZ 85635
USA

INACTIVE

EXP 6/30/2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:
___ Restaurant/Hotel-Motel
___ Club/Government
___ Transfer of Premises

APPLICANT INFORMATION

Applicant Name:	Edward Martin Fee	Address:	6398 S. Hwy 92
Business Name:	Sierra Vista Wedding and Events	City/Zip:	Hereford 85615
Liquor License #:	Job #63369	Parcel #:	105-39-058B
Ownership Type:	DBA	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	General Business (GB)
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	Restaurant
If use not permitted, is it LNC?	Y ☒ N ☐	Year LNC Established:	1966

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	May 13, 2019
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: May 10, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Edward Martin Lee	Address:	6398 S. Hwy 92
Business Name:	Sierra Vista Wedding and Events	City/Zip:	Hereford 85615
Liquor License #:	Job #63369	Parcel #:	105-39-058B
Ownership Type:	DBA	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant number of incidents at the above location within the last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	Title:	Lieutenant
Signature:		Date:	04/30/19
Contact phone:	(520)353-5087	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: May 10, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Edward Martin Fee	Address:	6398 S. Hwy 92
Business Name:	Sierra Vista Wedding and Events	City/Zip:	Hereford 85615
Liquor License #:	Job #63369	Parcel #:	105-39-058B
Ownership Type:	DBA	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

X The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name:	Michael McGee	Title:	Interim EH Director
Signature:	Michael McGee	Date:	4/29/19
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: May 10, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Edward Martin Fee	Address:	6398 S. Hwy 92
Business Name:	Sierra Vista Wedding and Events	City/Zip:	Hereford 85615
Liquor License #:	Job # 63369	Parcel #:	105-39-058B
Ownership Type:	DBA	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name:	KATHLEEN WILSON	Title:	TAX SPECIALIST 1
Signature:	KATHLEEN WILSON	Date:	04/29/2019
Contact phone:	5204328404	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: May 10, 2019

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 5-1-19 Date of Posting Removal: 5.22-19

Applicant's Name: Fee (Last) Edward (First) Martin (Middle)

Business Address: 6398 S. Hwy 92 (Street) Hereford (City) 85615 (Zip)

Job# ~~License #~~: 633669

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS SAYLOR
Print Name of City/County Official

Code Compliance Officer
Title

520 803 9360
Phone Number

Chris Sylor
Signature

5/22/19
Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring ADA accommodations please call (602)542-9027


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: Wednesday, May 1, 2019
CLOSED
05/01/2019

Public Hearings 10.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	06/11/2019		
New Liquor License-Woods Bay Winery- Series 13			
Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Arlethe Rios	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Brian Keith Russell for Woods Bay Winery, located at 4920 E. Chambers Road in Pearce, AZ 85643.

Background:

Mr. Brian Keith Russell has applied for a series #13 Farm Winery liquor license for Woods Bay Winery located at 4920 E. Chambers Road, Pearce, AZ 85643. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

Mr. Russell has paid the $100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

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

Application

Affidavit of Posting

Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 03/20/2019 @ 01:17:21 PM

Local Governing Body Report

LICENSE

Number:		Type:	013 FARM WINERY
Name:	WOODS BAY WINERY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	4920 E CHAMBERS ROAD WILLCOX, AZ 85643 USA		
Mailing Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA		
Phone:	(602)769-1099		
Alt. Phone:			
Email:	RUSSCO1@MSN.COM		

AGENT

Name:	BRIAN KEITH RUSSELL
Gender:	Male
Correspondence Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA
Phone:	(602)769-1099
Alt. Phone:	
Email:	RUSSCO1@MSN.COM

OWNER

Name:	RUSSCO CONTRACTING INC		
Contact Name:	BRIAN KEITH RUSSELL		
Type:	CORPORATION		
AZ CC File Number:	09621594	State of Incorporation:	AZ
Incorporation Date:	09/08/2000		
Correspondence Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA		
Phone:	(602)769-1099		
Alt. Phone:			
Email:	RUSSCO1@MSN.COM		

Officers / Stockholders

Name:	Title:	% Interest:

BRIAN KEITH RUSSELL	Director/PRESIDENT	100.00

RUSSCO CONTRACTING INC - Director/PRESIDENT

Name:	BRIAN KEITH RUSSELL
Gender:	Male
Correspondence Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA
Phone:	(602)769-1099
Alt. Phone:	(602)769-1099
Email:	RUSSCO1@MSN.COM

APPLICATION INFORMATION

Application Number: 56853
Application Type: New Application
Created Date: 03/20/2019

QUESTIONS & ANSWERS

013 Farm Winery

1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No

2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
Yes

3) Are you a tenant? (A person who holds the lease of a property; a lessee)
No

4) Is there a penalty if lease is not fulfilled?
No

5) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No

6) Are you the owner?
Yes

7) Are you a purchaser?
No

8) Are you a management company?
No

9) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

10) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0

11) Have you provided a diagram of your premises?
Yes

12) Is there a drive through window on the premises?
No

13) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE

14) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

* 3/20 -AP*

State of Arizona
Department of Liquor Licenses and Control

Created 03/20/2019 @ 01:17:21 PM

Local Governing Body Report

THIS COPY
FOR PUBLIC DISSEMINATION

LICENSE

Number:		Type:	013 FARM WINERY
Name:	WOODS BAY WINERY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	4920 E CHAMBERS ROAD WILLCOX, AZ 85643 USA		
Mailing Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA		
Phone:	(602)769-1099		
Alt. Phone:			
Email:	RUSSCO1@MSN.COM		

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2019 MAR -8 PM 1:06

AGENT

Name:	BRIAN KEITH RUSSELL
Gender:	Male
Correspondence Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA
Phone:	(602)769-1099
Alt. Phone:	
Email:	RUSSCO1@MSN.COM

OWNER

Name:	RUSSCO CONTRACTING INC		
Contact Name:	BRIAN KEITH RUSSELL		
Type:	CORPORATION		
AZ CC File Number:	09621594	State of Incorporation:	AZ
Incorporation Date:	09/08/2000		
Correspondence Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA		
Phone:	(602)769-1099		
Alt. Phone:			
Email:	RUSSCO1@MSN.COM		

Officers / Stockholders

Name:	Title:	% Interest:

BRIAN KEITH RUSSELL	Director/PRESIDENT	100.00

RUSSCO CONTRACTING INC - Director/PRESIDENT

Name:	BRIAN KEITH RUSSELL
Gender:	Male
Correspondence Address:	66 E CANTERBURY COURT PHOENIX, AZ 85022 USA
Phone:	(602)769-1099
Alt. Phone:	(602)769-1099
Email:	RUSSCO1@MSN.COM

APPLICATION INFORMATION

Application Number: 56853
Application Type: New Application
Created Date: 03/20/2019

QUESTIONS & ANSWERS

013 Farm Winery

1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No

2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
Yes

3) Are you a tenant? (A person who holds the lease of a property; a lessee)
No

4) Is there a penalty if lease is not fulfilled?
No

5) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No

6) Are you the owner?
Yes

7) Are you a purchaser?
No

8) Are you a management company?
No

9) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

10) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0

11) Have you provided a diagram of your premises?
Yes

12) Is there a drive through window on the premises?
No

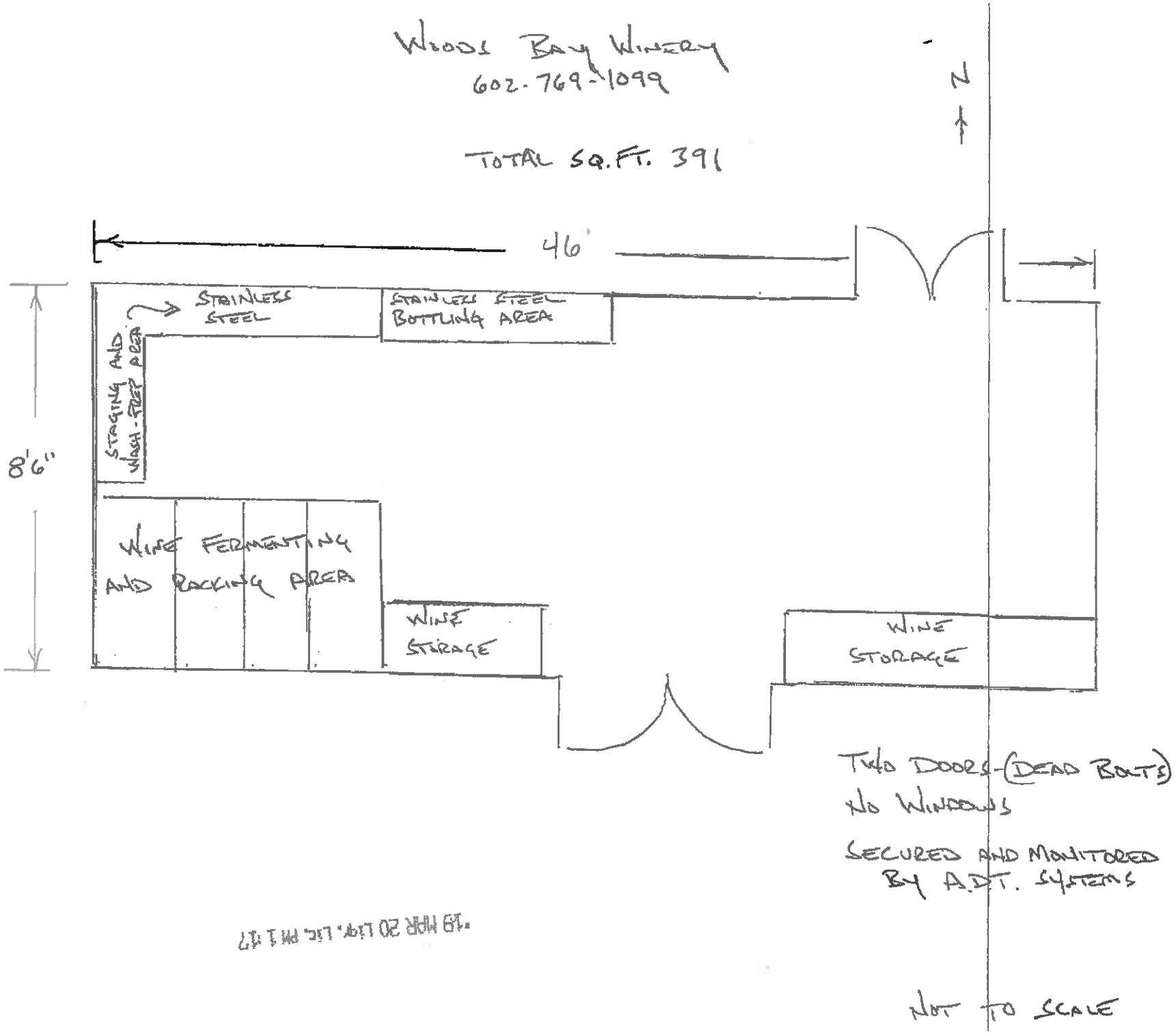
13) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE

14) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

Woods Bay Winery

602-769-1099

TOTAL SQ. FT. 391



TWO DOORS-(DEAD BOLTS)
NO WINDOWS

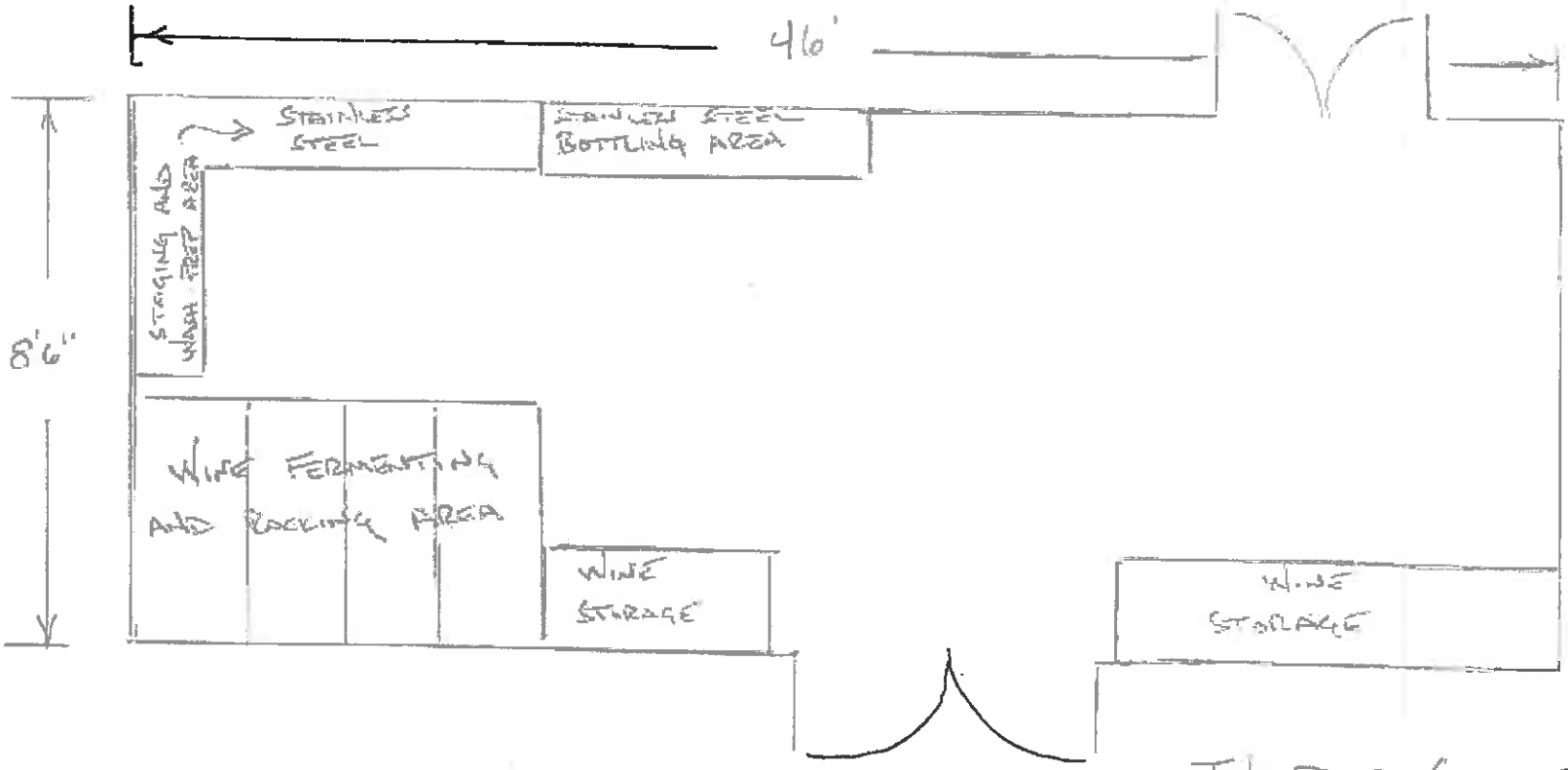
SECURED AND MONITORED BY A.D.T. SYSTEMS

NOT TO SCALE

'19 MAR 20 LIQR. LIC. PM 1:17

Whool Bay Winery
602.769-1099

TOTAL SQ FT. 391



TWO DOORS-(DEAD BOLTS)
NO WINDOWS

SECURED AND MONITORED
BY ADT SYSTEMS

NOT TO SCALE

'19 MAR 20 Liqr. Lic. PM 1:17

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. FP Current 3/9/18

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 56853

1. Check the Appropriate Box → ☒ Controlling Person ☒ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: RUSSELL (Last) BRIAN (First) KEITH (Middle) Birth Date: 03/09/1956 (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: ARIZONA

4. Place of birth: [redacted] (City / State / COUNTRY (not county)) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Name of current/most recent spouse: RUSSELL (Last) TONI (First) — (Middle) Birth Date: 07/21/1955 (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1/15/1961

7. Daytime telephone number: 602-769-1099 E-mail address: RUSSCO1@MSN.COM

8. Business Name: WOODS BAY WINERY Business Phone: 602/769/1099

9. Business Location Address: 4920 E. CHAMBERS WILLCOX AZ COCHISE 85643 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1999	CURRENT	PRESIDENT	RUSSCO CONTRACTING
MARCH			666 E. CANTERBURY CT.
			PHOENIX, AZ. 85022

(ATTACH ADDITIONAL SHEET IF NECESSARY)

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2018 APR -4 PM 1:06

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
01/2013	CURRENT	66 E. CANTERBURY COURT PHOENIX AZ 85022

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☒ Yes ☐ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☒ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☒ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Brian Keith Russell hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of Arizona County of Maricopa

My Commission Expires on: 9/29/19 (Date)

The foregoing instrument was acknowledged before me this 29th (Day) of November (Month) 2018 (Year)

MARCOS F SANTIAGO
Notary Public - Arizona
Maricopa County
My Comm. Expires Sep 29, 2019

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Brian Keith Russell SIGNATURE: _____

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) BRIAN KEITH RUSSELL

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No

If **Yes**, indicate place of birth:

City HAMPTON State (or equivalent) VIRGINIA Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: BIRTH CERTIFICATE / PASSPORT / DL
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____
Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Brian Keith Russell
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

11/27/2018
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states; the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.


We The People
Of the United States,
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASAPORTE
USA
UNITED STATES OF AMERICA
RUSSELL
N KEITH
UNITED STATES
USA

11120731

Certificate of Completion For Title 4 **BASIC** Liquor Law Training

- ☐ On-sale
- ■ Off-sale
- ☐ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Brian Russell

Full Name (please print)

Signature

10/02/2017

Training Completion Date

10/02/2020

Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

09/26/2017October 2017

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

19 Apr 20 11:01 AM 1 18

11120732

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Brian Russell

Full Name (please print)

Signature

10/06/2017

Training Completion Date

10/06/2020

Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

09/26/2017 October 2017
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'19 MAR 20 Liq. Lic. PM 1 :18

Russco Contracting

66 E Canterbury Court
Phoenix, Arizona 85022

March 9, 2019

To Whom It May Concern:

I, Brian Keith Russell (DOB 03/09/1956), sole owner of the property at 4920 E. Chambers Rd. Willcox, Arizona 85643 will allow, permit and invite Woods Bay Winery to grow grapes as well as to produce wine at said location and address.

Please accept this letter as an acceptance of approval for Russco Contracting DBA Woods Bay Winery, to establish operations at my property in Willcox, AZ.

Thank You.
Brian Keith Russell
602 769 1099
Russco1@msn.com

Brian K. Russell

3/9/2019
Date

2019-WINE-00045-A

DEPARTMENT OF THE TREASURY – ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

BASIC PERMIT

(Under Federal Alcohol Administration Act)

1. PERMIT NUMBER
AZ-W-21045

2. DATE OF PERMIT
01/24/2018

5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)

RUSSCO CONTRACTING, INC.

DBA: WOODS BAY WINERY

4920 E CHAMBERS RD
WILLCOX, AZ 85643

3. REGISTRY NUMBER (if applicable)
BWN-AZ-21042

4. DATE OF APPLICATION FOR AMENDMENT
01/30/2019

6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

a. ☐ Distilled Spirits - ☐ distiller ☐ rectifier (processor) ☐ warehouseman and/or ☐ warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified,

b. ☒ Wine - ☒ producer and blender ☐ blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended,

c. ☐ Importer - Importing into the United States the following alcoholic beverages: while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported,

d. ☐ Wholesaler – Purchasing for resale at wholesale the following alcoholic beverages: while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so Purchased.

'19 MAR 20 P1:48 LIC. BR

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO FIELD OFFICE WITHOUT DELAY.

THIS IS AN ☐ ORIGINAL PERMIT ☒ AMENDED PERMIT

REASON FOR AMENDMENT
See Attached

DATE OF AMENDMENT
03/14/2019

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL
FOR JOHN J. MANFREDA, ADMINISTRATOR
Deborah Smith

TTB F 5170.2 (1/2005)

AUTHORIZED TRADE NAMES

*Used for Contract Bottling or Packaging/Branding Purposes

PERMIT NUMBER: AZ-W-21045

REGISTRY NUMBER: BWN-AZ-21042

TYPE	TRADE NAME

REASON FOR AMENDMENT

Change in Premises Location

2019-WINE-00045-A

OMB No. 1513-0009

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)

APPLICATION TO ESTABLISH AND OPERATE WINE PREMISES

(See instructions on next page)

1. SERIAL NUMBER: 2019030
2. DATE: 01/30/2019
3. REGISTRY NUMBER (Leave blank if new applicant): BWN-AZ-21042

4. TO: DIRECTOR, NATIONAL REVENUE CENTER
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)
550 Main St., Suite 8002, Cincinnati, Ohio 45202-5215

5. APPLICATION IS MADE TO OPERATE (Check one only)
[X] BONDED WINERY [ ] BONDED WINE CELLAR [ ] TAX PAID WINE BOTTLING HOUSE

6. NAME AND PRINCIPAL BUSINESS ADDRESS OF APPLICANT (Name and street, city, county, State, and ZIP Code)
RUSSCO CONTRACTING, INC.
DBA: WOODS BAY WINERY
66 E. CANTERBURY CT.
PHOENIX AZ 85022
PHONE #
EIN# 86-1002539

7. ADDRESS (Address where wine operations will occur.) (If different from address in item 6)
4920 E CHAMBERS RD
WILLCOX, AZ 85643
PHONE #

8. PURPOSE FOR WHICH FILED (Such as original establishment, trade name change, alternation of premises)

Original:
[ ] New Premises or change in Proprietorship
[ ] Alternating Proprietorship with:

Amended for:
[X] Change in Location
[ ] Change in Control (Date)
[ ] Alternating Premises with:
[ ] Change in information on application
[ ] Other: Please Specify
[ ] Change in Officers
[ ] Change in Name of Proprietor or Trade Name

9. I am [ ] or am not [X] required to furnish a bond under 27 CFR 24.146. I am not required to furnish a bond only if all of the following are true: I will withdraw wine for deferred payment of tax under 27 CFR 24.271, I was liable for not more than $50,000 in wine taxes in the preceding calendar year, I reasonably expect to be liable for not more than $50,000 in such taxes during the current calendar year, and I have no operations or withdrawals involving wine for industrial use.

10A. NUMBER OF PAGES ATTACHED TO THIS FORM ( ).
PAGE NUMBERS

10A-1. PAGES FROM CURRENT APPROVED TTB F 5120.25 THAT REMAIN
PAGE NUMBERS

10B. ORGANIZATIONAL DOCUMENTS SUBMITTED WITH THIS FORM (List each document)
Lease Agreement or Proof of Property Ownership, Diagram

10B-1. ORGANIZATIONAL DOCUMENTS FILED WITH PRIOR APPROVED TTB F 5120.25 (List each document)

10C. ORGANIZATIONAL DOCUMENTS FILED IN CONNECTION WITH ANOTHER ESTABLISHMENT BUT INCORPORATED IN THIS APPLICATION BY REFERENCE (List each document, and show the name or plant number under which filed)

NO WINE MAY BE PRODUCED OR UNTAXPAID WINE RECEIVED UNTIL THE PREMISES AND OPERATIONS ARE APPROVED BY THE DIRECTOR, NATIONAL REVENUE CENTER.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS APPLICATION AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE.

11. SIGNATURE
Brian Keith Russell

12. TITLE
president

FOR TTB USE ONLY

APPLICATION IS
[X] APPROVED [ ] DISAPPROVED

EFFECTIVE DATE
03/14/2019

SIGNATURE OF DIRECTOR, NATIONAL REVENUE CENTER
Deborah Smith

DATE
03/14/2019

GENERAL INSTRUCTIONS

1. Each person desiring to conduct the operations of a bonded wine cellar, a bonded winery, or a taxpaid wine bottling house must file this application, in duplicate, with the Director, National Revenue Center, Alcohol and Tobacco Tax and Trade Bureau (TTB), at the address in Item 4.

2. The application information required will be on letter-sized paper with each attached page identified with the name of the applicant, the serial number of the application and the number of the page.

3. The proprietor is responsible for keeping information of an approved application current and complete. When required by 27 CFR Part 24, the proprietor must submit an amended application with supplemental or replacement pages or other documents necessary to update the previously approved application. Replacement pages must be numbered to correspond to the pages being replaced.

4. If this application is for a taxpaid wine bottling house, you will not conduct spirits operations or need a bond, so paragraphs 6 and 7 of the specific instructions are not applicable.

5. Applications must be submitted in accordance with the instructions on this form and in 27 CFR Part 24. Incomplete applications will be returned to the applicant without action

SPECIFIC INSTRUCTIONS

Item 1. **SERIAL NUMBER.** Applications on this form must be serially numbered, commencing with serial number 1 for original establishment, and continuing in sequence for each subsequent application. Applications for a taxpaid wine bottling house will be filed separately and likewise begin with serial number 1.

Items 6 & 7. **NAME AND ADDRESS.** The address must be stated as explicitly as possible with a ZIP Code. If located in a city, the numbered street address and the name of the city will be given. If a rural address, give the name of the county and nearest post office, with the approximate distance and direction there from, including the name or number of the road or highway on which situated

ATTACHED STATEMENTS AND DOCUMENTS

1. **BUSINESS ORGANIZATION .** If a statement is already on file with TTB for another authorization, only reference that authorization by name, address, and registry number per 27 CFR 24.109(k). Attach a statement, if not already on file, showing the type of business organization (e.g., sole owner, partnership, corporation, limited liability company) and the persons having an interest in the business supported by the following:

For corporations or limited liability companies:

(a) Charter or certificate of existence, incorporation, or organization,
(b) Names and addresses of officers, directors, members and managers.
(c) Certified extracts of minutes authorizing certain individuals to sign.
(d) Statement showing the number of shares/ownership of each class of stock/ interest authorized and outstanding, and the voting rights of the respective owners or holders.
(e) Statement of interest: Names and addresses of the 10 persons having the largest ownership or other interest and nature and amount of the stockholding or other interest of each, whether the interest appears in the name of the interested party or in the name of another party. The Director, National Revenue Center may request the names of interested persons if the applicant corporation or LLC is wholly owned or controlled by another corporation or LLC.

For partnerships:

True copies of articles or partnership agreement, if any, and of the certificate of partnership where required to be filed by local authority.

2. **WINE PREMISES.** Describe each tract of land comprising the wine premises. Description must be by directions and distances, in feet and inches, with sufficient particularity to enable ready examination of the boundary of the wine premises. Describe the means employed to afford security of the wine premises. Describe where and how any taxpaid wine will be stored on the premises and the means used to segregate and identify taxpaid wine from untaxpaid wine. Describe any alternating areas. Each wine premises building must be described as to size, construction, and use. Buildings not used for the wine operations must be described only as to size and use. If wine premises consists of a partial building, rooms or floors, each must be described separately. Means of ingress and egress from the wine premises to adjoining portions must be described.

   (a) If operating a bonded winery or bonded wine cellar in a residential building, describe how the bonded premises are segregated from the residence and what direct access to the bonded premises is available.

   (b) If in an alternating proprietorship arrangement, provide a copy of the alternation agreement showing that each proprietor will conduct independent operations.

3. **DISCLOSURE.** If this application is not for a bonded wine premises in which production operations will be conducted and, thus a Federal Alcohol Administration Act basic permit is not required, would you agree to the listing of your name in a TTB publication which may be distributed to the general public upon request? A "no" response will have no effect on the consideration of this application. Under 26 U.S.C. 6103, you have a legal right not to give this release.

4. **TRADE NAME.** List each trade name to be used in connection with the wine operations. If State or local law requires registration, certify that each trade name is registered. State the operating name if other than the name in Item 6. If a trade name is listed in any basic permit issued, such trade name is not required to be included in this application.

5. **SPIRITS OPERATIONS.** Describe any operation which will involve the use of spirits.

6. **BONDS AND PERMITS.** With respect to this application, list all basic permits and bonds (including those filed with this application) showing the name and the surety for each bond. Information related to bonds need not be provided if no bond is required under 27 CFR 24.146.

7. **VOLATILE FRUIT-FLAVOR CONCENTRATE OPERATIONS.** For volatile fruit-flavor concentrate producers, submit a step-by-step description of the production process, commencing with obtaining the juice through each step of the process to removal of the concentrate from the system. For production of high-proof concentrate (more than 24 percent alcohol), indicate any step in the process at which the spirits are potable. Include the maximum quantity in gallons of fruit must and volatile fruit-flavor concentrate produced in 24 hours; the maximum and minimum fold; and the maximum percent of alcohol in the concentrate for each kind of fruit used.

8. **OTHER OPERATIONS.** Describe any other operations not specifically authorized by Part 24 that are to be conducted on the wine premises. This must include a list of the premises and any major equipment used, and a statement as to the relationship, if any, of the operation to the wine operations. These other operations need not be restricted to alcohol-related businesses.

PRIVACY ACT INFORMATION

The following information is provided pursuant to Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a(e)(3)):

1. **AUTHORITY.** Solicitation of this information is made pursuant to 26 U.S.C. 5356. Disclosure of this information by the applicant is mandatory if the applicant wishes to obtain authorization for operating a bonded wine cellar, a bonded winery, or a taxpaid wine bottling house.

2. **PURPOSE.** To identify the applicant, to identify the nature, location, and the extent of the premises, the specific type or types of operations to be conducted on the premises, and to determine the eligibility of the applicant to register the wine premises.

3. **ROUTINE USES.** The information will be used by TTB to make determinations set forth in paragraph 2. In addition, the information may be disclosed to other Federal, State, foreign, and local law enforcement and regulatory agency personnel to verify information on the form where such disclosure is not prohibited by law. The information may further be disclosed to the Justice Department if it appears that the furnishing of false information may constitute a violation of Federal law. Finally, the information may be disclosed to members of the public in order to verify the information on the form where such disclosure is not prohibited by law.

4. **EFFECTS OF NOT SUPPLYING REQUESTED INFORMATION.** Failure to supply complete information will delay processing and may result in the denial of the application.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. This information collection is used by TTB to determine if the applicant is eligible to receive a wine premises permit. The information is required to obtain a benefit.

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW., Box 12, Washington, DC 20005.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 5-10-19 Date of Posting Removal: 5-31-19

Applicant's Name: Russell (Last) Brian (First) Keith (Middle)

Business Address: 4920 E. Chambers Rd. (Street) Willcox (City) 85643 (Zip)

Job ~~License~~ #: 56853

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Dora Amaya — Print Name of City/County Official
Zoning Admin. — Title
520-803-3966 — Phone Number

Posted Dora Amaya — Signature
5-10-19 — Date Signed

Removed Dora Amaya
5-31-19

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.


WOODS BAY WINERI
NOTICE
4920 E. CHAMBERS
WILCOX AZ. 85643
CONSTRUCTION ENTRANCE

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:
___ Restaurant/Hotel-Motel
___ Club/Government
___ Transfer of Premises

APPLICANT INFORMATION

Applicant Name:	Brian Keith Russell	Address:	4920 E. Chambers Road
Business Name:	Woods Bay Winery	City/Zip:	Willcox 85643
Liquor License #:	Job #56853	Parcel #:	305-56-026
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☐ N ☒	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	Future - Ag Processing Services, On-Site
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	May 13, 2019
Contact phone:	520.5803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: May 2, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Brian Keith Russell	**Address:**	4920 E. Chambers Road
Business Name:	Woods Bay Winery	**City/Zip:**	Willcox 85643
Liquor License #:	Job #56853	**Parcel #:**	305-56-026
Ownership Type:	n/a	**Liquor License** ☒	**Special Event Liquor License** ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. **There have been a significant number of incidents at the named location within five (5) years prior to the application.**

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant number of incidents at the above location within the last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	**Approval**	**Disapproval**	**No Recommendation**
	☐	☐	☒

Name:	Rich Morales	**Title:**	Lieutenant
Signature:		**Date:**	04/19/19
Contact phone:	(520)805-5672	**Email:**	RDMorales@cochise.az.gov

Return completed form with any attachments by: May 2, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Brian Keith Russell	Address:	4920 E. Chambers Road
Business Name:	Woods Bay Winery	City/Zip:	Willcox 85643
Liquor License #:	Job #56853	Parcel #:	305-56-026
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name:	KATHLEEN WILSON	Title:	TAX SPECIALIST 1
Signature:	KATHLEEN WILSON	Date:	4/18/2019
Contact phone:	520-432-8404	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: May 2, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Brian Keith Russell	Address:	4920 E. Chambers Road
Business Name:	Woods Bay Winery	City/Zip:	Willcox 85643
Liquor License #:	Job #56853	Parcel #:	305-56-026
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

X The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name:	Michael McGee	Title:	Interim EH Director
Signature:	Michael McGee	Date:	4/18/19
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: May 2, 2019

Public Hearings 11.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	06/11/2019		
Beer and Wine Bar Liquor License, Family In and Out, Series 7			
Submitted By:	Melissa Belasco, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Arlethe Rios	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Location/Owner Transfer Liquor License application for a series #7 (Beer and Wine Bar) license submitted by Ms. Sharon Marie Kidd for Family In and Out, located at 3854 W. Country Lane, Mc Neal, Arizona 85617.

Background:

Ms. Kidd has applied for a series #7 Beer and Wine Bar Liquor License for Family In and Out, located at 3854 W. Country Lane, Mc Neal, Arizona, 85617. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

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

Application

Department Review Forms

Affidavit of Posting

State of Arizona
Department of Liquor Licenses and Control

Created 04/25/2019 @ 04:34:12 PM

Local Governing Body Report

LICENSE

Number:	07020026	Type:	007 BEER AND WINE BAR
Name:	FAMILY IN AND OUT		
State:	Pending		
Issue Date:		Expiration Date:	06/30/2019
Original Issue Date:	03/30/1984		
Location:	3854 W COUNTRY LANE MCNEAL, AZ 85617 USA		
Mailing Address:	4940 W DUKE ROAD MCNEAL, AZ 85617 USA		
Phone:	(307)554-0520		
Alt. Phone:	(307)262-7582		
Email:	SKIDD@VCN.COM		

Currently, this license has pending applications.

AGENT

Name:	SHARON MARIE KIDD
Gender:	Female
Correspondence Address:	4940 W DUKE ROAD MCNEAL, AZ 85617 USA
Phone:	(307)554-0520
Alt. Phone:	(307)262-7582
Email:	SKIDD@VCN.COM

OWNER

Name:	FAMILY IN AND OUT LLC		
Contact Name:	SHARON MARIE KIDD		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1954634	State of Incorporation:	WY
Incorporation Date:	03/28/2019		
Correspondence Address:	4940 W DUKE ROAD MCNEAL, AZ 85617 USA		
Phone:	(307)262-7582		
Alt. Phone:			
Email:	SKIDD@VCN.COM		

Officers / Stockholders

Name:	Title:	% Interest:
SHARON MARIE KIDD	Managing Member	100.00

FAMILY IN AND OUT LLC - Managing Member

Name:	SHARON MARIE KIDD
Gender:	Female
Correspondence Address:	4940 W DUKE ROAD MCNEAL, AZ 85617 USA
Phone:	(307)554-0520
Alt. Phone:	(307)262-7582
Email:	SKIDD@VCN.COM

APPLICATION INFORMATION

Application Number:	63547
Application Type:	Location / Owner Transfer
Created Date:	04/25/2019

QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
   No
4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
   Yes
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   Yes
   If Yes, what City, Town or Tribal Reservation is this Business located in?
   COCHISE COUNTY
15) Please provide name, address, and Distance of nearest school.
   DOUBLE ADOBE SCHOOL 7081 N CENTRAL HWY MCNEAL, AZ 85617 2.6 MILES
16) Please provide name, address, and distance of nearest church.
   OUR LADY OF LASALETTE MISSION 3879 W NEW MISSION LANE MCNEAL, AZ 85617 3696 FT
17) Are you a tenant? (A person who holds the lease of a property; a lessee)
   No
18) Is there a penalty if lease is not fulfilled?
   No
19) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
   No
20) Are you the owner
   Yes

21) Are you a purchaser?
No

22) Are you a management company?
No

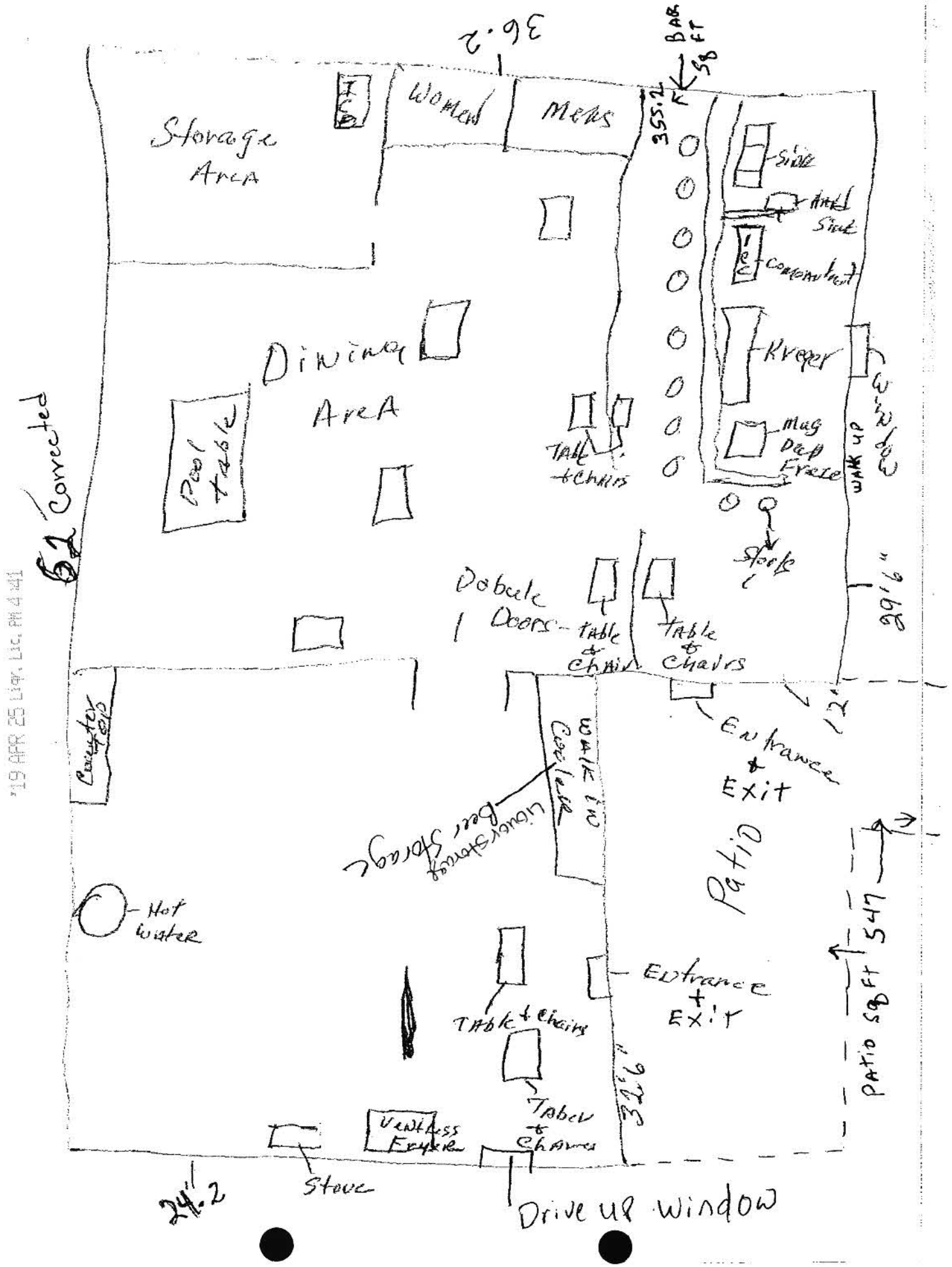
23) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
ZERO

24) Is there a drive through window on the premises?
Yes

25) Have you provided a diagram of your premises?
Yes

26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS

27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No


36.2
BAR 58 FT
Storage Area
Women
Men
355.2
Sink
Hand Sink
Ice
Condenser
Dining Area
Kroger
Window
Pool Table
Table & Chairs
Mug Deep Freeze
Walk up
Stools
61 Corrected
Double Doors
Table & Chairs
Table & Chairs
99'6"
Entrance & Exit
12'
Computer Desk
Walk in Cooler
Liquor Storage Beer Storage
Patio
Hot Water
Entrance + Exit
Table & chairs
Table & Chairs
Vending Machine
Stove
24'2
Drive up window
Patio 58 ft 547
Total 58 ft 1854.52

'19 APR 25 Liqr. Lic. PM 4:41

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

804,723

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 07020026 / 63547

1. **Check the Appropriate Box** →

☑ Controlling Person ☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Kidd (Last) Sharon (First) Marie (Middle) Birth Date: ___/___/___ (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Arizona

4. Place of birth: Bremerton (City) Washington (State) Usa (COUNTRY (not county)) Height: 5'7" Weight: 187 Eyes: Hazel Hair: Gray

5. Name of current/most recent spouse: Kidd (Last) Lawrence (First) LeRoy (Middle) Birth Date: ___/___/___ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: 01/22/2019

7. Daytime telephone number: 307-554-0520 E-mail address: skidd@vcn.com

8. Business Name: Family In and Out ~~LLC~~ SP Business Phone: 307/262/7582

9. Business Location Address: 3854 West Country Lane (Street (do not use PO Box)) McNeal (City) Arizona (State) Cochise (County) 85617 (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2009	CURRENT	Retired	4940 W. Duke Rd McNeal, AZ 85617

(ATTACH ADDITIONAL SHEET IF NECESSARY)

AMENDMENT

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
07/2018	CURRENT	4940 West Dulce Road McNeal Arizona 85617
07/1979	07/2017	85 Farrar Rd Glenrock Wyoming 82637

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☒No
If you answered YES, then answer #13 below. If NO, skip to #14.

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☐No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S.§4-202,4-210 ☐Yes ☐No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☐No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D) ☐Yes ☐No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D) ☐Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) _____ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ (Date) _____ (Day) Day of _____ (Month), _____ (Year)

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
07/2018	CURRENT	4940 W. Duke Road McNeal, Arizona 85617
01/2017	07/2017	85 Farrar Road Glenrock, Wyoming 82637

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐Yes ☑No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☑No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** Sharon Marie Kidd hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Sharon Kidd State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 2-12-2020 (Date)

26 (Day) Day of March (Month), 2019 (Year)

OFFICIAL SEAL
SELENA MARIE GONZALES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 12, 2020

Selena Marie Gonzales
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

19 APR 25 Liqr. Lic. PM 4:41

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Marie Sharon Kidd

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? [X] Yes [ ] No

If **Yes**, indicate place of birth:

City Bremerton State (or equivalent) Washington Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Arizona Drivers License
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____
Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Sharon Marie Kidd
Individual Owner/Agent Printed Name

Sharon Kidd
Individual Owner/Agent Signature

3-26-2019
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



Sharon Kidd

9 CLASS D
9a END NONE
12 REST B
4d DLN
3 DOB
1 KIDD
2 SHARON MARIE
8 4940 W DUKE RD
MC NEAL, AZ 85617-9702
4b EXP 08/30/2023 4a ISS 01/22/2019
15 SEX F 18 EYES GRN
16 HGT 5'-07" 19 HAIR GRY
17 WGT 190 lb
DONOR ♥

CLASS:
ENDORSEMENTS: None
RESTRICTIONS: B-Corrective Lens Must Be Worn
Rev 02/14/2014

You Must Report a Change of Address Within 10 Days

'19 APR 25 Liqr. Lic. PM 4:41

Escrow # 17386-KA

BILL OF SALE

IN CONSIDRATION OF THE SUM OF:

SIXTEEN THOUSAND AND AND 00/100 **********DOLLARS

lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

CASTLE & COOKE ARIZONA INC

hereby grants, bargains, sells and transfer unto the BUYER:

FAMILY IN AND OUT LLC

as his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods chattels:

State of Arizona Series #07 Liquor License #07020026

FURTHERMORE. Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath that he, she, or they have the right to sell the same as aforesaid and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

Effective date of this Bill of Sale is

CASTLE & COOKE ARIZONA INC

By: _____ By: _____

Richard S. Coffman

Deanna G. Coffman

State of: ARIZONA

County: Cochise

Acknowledge, under oath, before me on this 21 **day of** November 2018

DIANE LESLEY KAWADA
NOTARY PUBLIC - ARIZONA
COCHISE COUNTY
My Commission Expires
October 20, 2020

10/20/2020

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

BW BAR

License 07020026

Issue Date: 1/14/2019

Expiration Date: 6/30/2019

Issued To:

JEFFREY M SIMS, Agent
CASTLE & COOKE ARIZONA INC, Owner

Location:

PUEBLO DEL SOL GOLF COURSE
2770 S ST ANDREWS DRIVE
SIERRA VISTA, AZ 85650
USA

INACTIVE

Mailing Address:

JEFFREY M SIMS
CASTLE & COOKE ARIZONA INC
PUEBLO DEL SOL GOLF COURSE
2770 S ST ANDREWS DRIVE
SIERRA VISTA, AZ 85650
USA

'19 APR 25 LIQ. LIC. PM 4:41

EXP 6/30/2019

POST THIS LICENSE IN A CONSPICUOUS PLACE

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:
___ Restaurant/Hotel-Motel
___ Club/Government
___ Transfer of Premises

APPLICANT INFORMATION

Applicant Name:	Sharon Marie Kidd	Address:	3854 West Country Lane
Business Name:	Family In and Out	City/Zip:	McNeal 85617
Liquor License #:	Job #63547	Parcel #:	407-04-007B
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	General Business (GB)
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	CP-02-5080
Date Permit Issued:	August 6, 2002	Use Permitted:	Re-Establish Country Store & Bar
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	May 13, 2019
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: May 14, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sharon Marie Kidd	Address:	3854 West Country Lane
Business Name:	Family In and Out	City/Zip:	McNeal 85617
Liquor License #:	Job #63547	Parcel #:	407-04-007B
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant number of incidents at the above location within the last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	☐	☐	☒

Name:	Richard Morales	Title:	Lieutenant
Signature:		Date:	04/30/19
Contact phone:	(520) 353-5087	Email:	RDMorales@cochise.az.gov

Return completed form with any attachments by: May 14, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sharon Marie Kidd	Address:	3854 West Country Lane
Business Name:	Family In and Out	City/Zip:	McNeal 85617
Liquor License #:	Job #63547		407-04-007B
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name:	KATHLEEN WILSON	Title:	TAX SPECIALIST 1
Signature:	KATHLEEN WILSON	Date:	4/30/19
Contact phone:	520-432-8404	Email:	KWISLON@COCHISE.AZ.GOV

Return completed form with any attachments by: May 14, 2019

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Sharon Marie Kidd	Address:	3854 West Country Lane
Business Name:	Family In and Out	City/Zip:	McNeal 85617
Liquor License #:	Job #63547	Parcel #:	407-04-007B
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

X The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name:	Michael McGee	Title:	Interim EH Director
Signature:	Michael McGee	Date:	4/30/19
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: May 14, 2019

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 5-1-19 Date of Posting Removal: 5-22-19

Applicant's Name: Kidd (Last) Sharon (First) Marie (Middle)

Business Address: 3854 W. Country Lane (Street) McNeal (City) 85617 (Zip)

~~Job#~~ License #: 63547

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS SAYLOR — Print Name of City/County Official
Code compliance officer — Title
520 803 9360 — Phone Number

Signature
5-22-19 — Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.


NOTICE
05/01/2019

Public Hearings 12.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	06/11/2019		
A Request to Amend the Comprehensive Plan and Zoning for a Site in Sierra Vista per the application of William Skalak			
Submitted By:	Peter Gardner, Community Development		
Department:	Community Development	**Division:**	Development Services
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Peter Gardner	**TITLE of PRESENTER:**	Planner II
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	
Docket Number (If applicable):	CP-19-01 & Z-19-01 (Skalak)		

Information

Agenda Item Text:

Adopt Zoning Ordinance 19-04 to approve Dockets CP-19-01 & Z-19-01 (Skalak) to amend the Comprehensive Plan Designation from Enterprise to Neighborhood Conservation and amend the zoning from GB General Business and SR-12 Single-Household Residential; one dwelling per 12,000 square feet to MR-1 Multiple-Household Residential; one dwelling per 3,600 square feet.

Background:

The Applicant is requesting a rezoning from SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and GB (General Business) to SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and MR-1 (Multiple Household Residential; one dwelling per 3,600 square feet). The request is to replace the General Business Zoning with the Multiple Housing Residential. The Single-Family portion between the existing GB and E. Blue Bird Drive will also be amended to MR-1. A portion of the property is currently designated as Enterprise under the Comprehensive Plan. The request also re-designates the entire site as Neighborhood Conservation to permit the residential zoning.

Department's Next Steps (if approved):

The Ordinance and Conditions will be recorded, and the Comprehensive Plan and Zoning Maps will be updated.

Impact of NOT Approving/Alternatives:

The Comprehensive Plan and Zoning will not be amended.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

Staff Report
Application
Public Input
Exhibit A
Draft Ordinance
Powerpoint

Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Planning and Zoning Commission
FROM: Peter Gardner, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-19-01 & CP-19-01 (Skalak)
DATE: April 30, 2019 for the May 8, 2019 Meeting

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT & REZONING

The Applicant is requesting a rezoning from SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and GB (General Business) to SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and MR-1 (Multiple Household Residential; one dwelling per 3,600 square feet). The request is to replace the General Business Zoning with the Multiple Housing Residential. The Single-Family portion between the existing GB and E. Blue Bird Drive will also be amended to MR-1. A portion of the property is currently designated as Enterprise under the Comprehensive Plan. The request also re-designates the entire site as Neighborhood Conservation to permit the residential zoning. The subject parcels total 7.58 acres (330,472.25 square feet) in size. The subject parcels, APN 105-05-010A & -010B, are located on the southeast corner of S. Avenida Escuela and E. Blue Bird Drive in unincorporated Sierra Vista. The Applicant is William Skalak.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	7.58 acres (330,185 sq. ft.)
Current Zoning:	SR-12 (Single Family Residential; one dwelling per 12,000 square feet) & GB (General Business)
Proposed Zoning:	SR-12 (Single Family Residential; one dwelling per 12,000 square feet) & MR-1 (Multiple Household Residential; one dwelling per 3,600 square feet).
Growth Area:	A – Urban Growth Area
Current Plan Designation:	Neighborhood Conservation/Enterprise
Proposed Plan Designation:	Neighborhood Conservation
Area Plan:	None
Existing Uses:	Single Family Residence
Proposed Uses:	Same

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	County Maintained Road/SFR-6 (City)	E. Blue Bird Drive/High Density Single Family Residential
South	SR-12	High Density Single Family /Multi Family Residential
East	GB	Mixed Commercial
West	City Maintained Road/SFR-6 (City)	Avenida Cochise/ High Density Single Family Residential

II. PARCEL HISTORY

1980 – Permit for Single Family Residence and Septic

1993 – Permit for Manufactured Home and Septic

1996 – Permit for Manufactured Home

2019 – Permit to remodel existing Single-Family Residence

III. NATURE OF REQUEST

The Applicant is requesting to amend the zoning of his 7.58-acre two parcel site within a County enclave in Sierra Vista. The site is currently a mixture of Single Household Residential and General Business. The request would change the General Business portion and an adjoining strip of Single Household Residential along the street to Multi Household Residential. The majority of the Single Household Residential will remain.

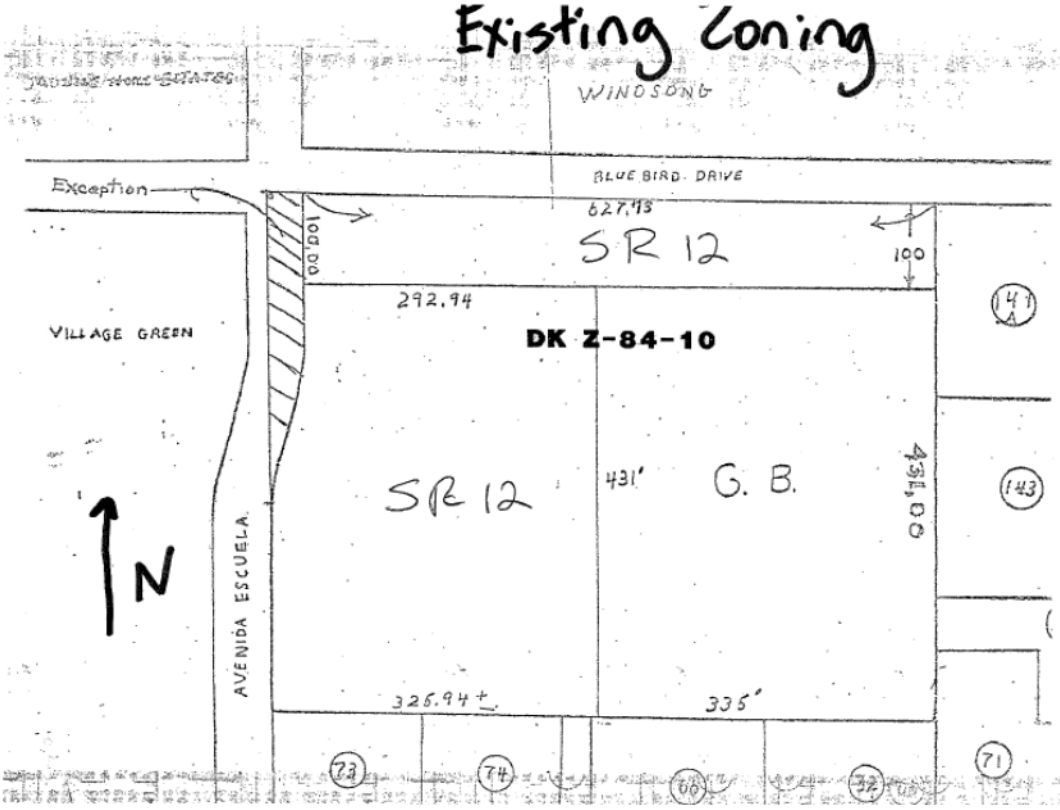
The area surrounding the site is a mixture of residential and commercial uses. Within City limits to the west and north, it is single family residences on lots of 7,800 to 9,200 square feet.

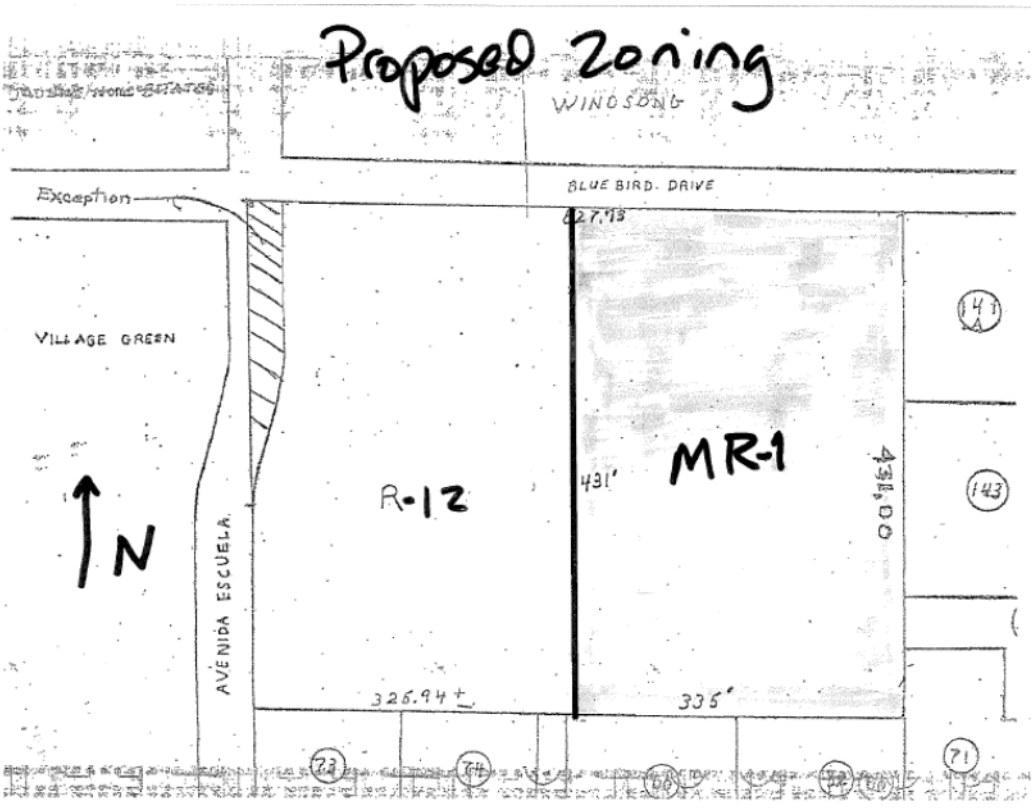
Comprehensive Plan Amendment

The Applicant has requested rezoning the General Business section and a small portion of the Single Household section to Multi Family Residential. However, in order to obtain the MR-1 rezoning, an amendment to the Cochise County Comprehensive Plan (Plan) must first be approved to change the Enterprise (ENT) designation to Neighborhood Conservation (NC) designation, as only Commercial and Industrial zoning districts are permitted in the ENT Plan areas. The subject parcel is not covered by an adopted area plan. This request constitutes a *minor* Comprehensive Plan Amendment.

Plan Designations represent the broad parameters for delineated land use in the Comprehensive Plan. The Plan indicates that the creation of new zoning districts must be consistent with the character and intent of the Plan Designation or Growth Area in which the site is located.

The Comprehensive Plan Growth Area Categories and Designations are designed to provide a measure of protection to the existing character of an area. Section 302 of the Plan indicates that it may be occasionally amended; however, an amendment must be justified by citing specific examples of existing or future growth patterns that do not support continuing the pattern implied by the existing Area Category or Designation.


Existing Zoning
WINDSONG
BLUE BIRD. DRIVE
Exception
627.13
100.00
SR 12
100
292.94
DK Z-84-10
VILLAGE GREEN
SR 12
431'
G. B.
431.00
N
AVENIDA ESCUELA
326.94±
335'
141
143
73
74
71


Proposed Zoning
WINDSONG
BLUE BIRD. DRIVE
Exception
627.13
VILLAGE GREEN
R-12
431'
MR-1
431.00
N
AVENIDA ESCUELA
326.94±
335'
141
143
73
74
71

The subject parcel is designated Neighborhood Conservation (NC) and Enterprise (ENT); the former designation is a reflection of the overall residential character of the surrounding area and is intended to provide a measure of protection from proliferating non-residential (commercial) uses while the latter is intended for areas of established non-residential uses. No portion of the site is currently being used for non-residential purposes, and the Applicant's proposal would establish a buffer between the existing commercial uses and the SR zoning to the west.

The subject area lies within a Category A Growth Area, described by the Plan as having an urban pattern of development and infrastructure, with the possibility of future annexation. The request would not alter that, only altering the nature of the site from commercial to residential uses. It would also create a buffer between the commercial and single household zoning districts.


E FRY BLVD
E BLUE BIRD DR
E VILLAGE DR
E GREENWOOD DR
E BRIARWOOD DR
E FOOTHILLS DR
E ORIOLE DR
E CARDINAL DR
E HAZEN RD
E CHIPITA WAY
S WARDLE RD
S VUCCA DR
S EL CAMINO REAL
CALLE PARKWAY
CARDINAL AVE
CACTUS WREN LN
E BUSBY DR
MONARCH DR
SPARROW DR
BLACKBIRD DR
SWAN DR
MOCKINGBIRD DR
DOVE DR
QUAIL RUN DR
MEADOWLARK DR
E MALLARD CIR
N MALLARD CIR
E BRIAR CREST DR
E PAVILION DR
E FOOTHILLS DR
E BRIOLE DR
E CARDINAL DR
E ORIOLE DR
E FOOTHILLS DR
POOL HILLS DR
WILLOW DR
WOODLAND CT
CHRISTINA AVE
DONNA PL
LARA DR
PICCADILLY DR
LAUREL LN
BAYWOOD LN
TIFFANY PL
BELAIRE PL
S MOORMAN AVE
E PAVILION DR
E PAVILION DR
E PAVILION DR

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Thirteen of the criteria are applicable to this request. Nine of the factors are met as submitted and the other four are met with conditions and modifications.



Looking northeast at the site, showing the existing home

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

The Applicant intends to list the property for sale as a residential site. Based on the urban nature of the site, Staff recommends that a condition requiring any development at a density higher than the SR-12 designation be done through an approved subdivision.

2. Compliance with Applicable Site Development Standards: Complies

As noted above, all applicable site development standards may be met. Setbacks will be increased on the east side from five feet to 7.5 feet; however, the site is large enough to accommodate this increase. Similarly, on the northeastern portion of the property where the zoning would change from SR-12 to MR-1 the setback would decrease from ten feet to 7.5 feet. This property line abuts E. Blue Bird Drive and therefore has no significant offsite impacts.

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

The proposal would not unduly affect the development prospects of any neighboring properties. The GB parcels to the east will have the setback increased from five feet to 40 feet, however the parcels are all currently developed. No current buildings will be impacted and will have permanent legal non-conforming status from the setbacks.

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

This factor pertains to creating non-conforming uses on the site to be rezoned. There are no uses on the section proposed under the request, so no non-conforming uses will be created.

5. Compatibility with Existing Development: Complies

The site will abut existing commercial and residential zonings and uses. The high-density residential zoning will serve as a logical buffer between the existing commercial and single household zoning districts.

6. Rezoning to More Intense Districts: **Complies**

The majority of the request will be to a less intense district by replacing the General Business with a Multiple Household Residential. Along E. Blue Bird Drive the replacement of the Single Household Residential with Multiple Household Residential bears a logical relationship to the surrounding districts, serving as a buffer between commercial and Single-Family districts.

7. Adequate Services and Infrastructure: Complies

The site has existing electric, gas, water, and emergency service. If the Applicant or future owner wished to connect to Sierra Vista sewer service, a pre-annexation letter will be required from the City.

All roadways can support any potential increase in traffic from development. The General Business zoning permits a wide range of commercial uses, as well as residential uses at the same density as the proposed MR-1 zoning, meaning that the request is likely to lower the maximum potential traffic on the site.

8. Traffic Circulation Criteria: **Complies**

As noted above, adequate road infrastructure exists, and the rezoning away from General Business removes the potential for commercial traffic on an otherwise residential roadway.

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

All access points will be required to comply with applicable County or City regulations.

10. Infill: **Does Not Apply**

This factor applies to rezonings to Commercial or Industrial Zoning Districts.

11. Unique Topographic Features: Complies

There are no applicable features to be protected.

12. Water Conservation: Complies with Conditions

All development will be required to comply with applicable water conservation measures.

13. Public Input: Complies

The Applicant completed a Citizen Review and received no response. Staff mailed notices to neighboring property owners within 300 ft. of the subject property posted the site and published legal notices. In response to an earlier proposal to rezone the entire parcel to MR-1 Staff received two responses in opposition. The opposition cited density and potential building heights. The potential construction of multi-story apartments was seen as a negative. Staff repeated the notification process with the more limited proposal and received no response.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.



Existing access from Avenida Escuela



Looking east on E. Blue Bird Drive.



The site

15. Compliance with Comprehensive Plan: Complies with Conditions

If the proposed amendment to the Comprehensive Plan to re-designate the entire site as Neighborhood Conservation rather than a mixture of Neighborhood Conservation and Enterprise is approved, then the rezoning request complies.

V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received two responses in opposition to the previous request and none to this more limited request.

VI. SUMMARY AND CONCLUSION

The request is for a rezoning from SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and GB (General Business) to SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and MR-1 (Multiple Household Residential; one dwelling per 3,600 square feet). The request is to replace the General Business Zoning and a portion of the Single Family Residential with the Multiple Housing Residential. A portion of the property is currently designated as Enterprise under the Comprehensive Plan. The request also re-designates the entire site as Neighborhood Conservation to permit the residential zoning.

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;

2. Nine of the applicable factors are met as submitted and the other four applicable factors are met with the recommended Conditions

Factors Against Approval

1. Two letters of opposition have been received

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from a from SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and GB (General Business) to SR-12 (Single Family Residential; one dwelling per 12,000 square feet) and MR-1 (Multiple Household Residential; one dwelling per 3,600 square feet). The request is to replace the General Business Zoning and a portion of the SR zoning between the GB and E. Blue Bird Drive with the Multiple Housing Residential. The request also re-designates the entire site as Neighborhood Conservation to permit the residential zoning.to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions and Modifications:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning;
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Any single family development at a greater density than one unit per 12,000 shall be completed with an approved subdivision plat;
4. Any new driveway access shall follow all applicable City and/or County standards; and
5. All development will comply with County water conservation regulations adopted at the time of construction.

VIII. ATTACHMENTS

A. Application
B. Location Map
C. Public Comment

Print Form

Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: William H. Skalak
2. Mailing Address: 1619 E El Camino Dr

Phoenix, AZ 85020-3925
City State Zip Code

3. Telephone Number of Applicant: 602-622-6636
4. Telephone Number of Contact Person if Different: NA
5. Email Address: bskalak@msn.com
6. Assessor's Tax Parcel Number: 105-05-010A, 105-05-010B (Can be obtained from your County property tax statement)
7. Applicant is (check one):
   - Sole owner: Yes
   - Joint Owner: _____ (See number 8)
   - Designated Agent of Owner: _____
   - If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
   - List attached (if applicable): _____
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

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

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

WHS

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

- If corporation, corporate resolution designating applicant to act as agent: _____
- If partnership, written authorization from partner: _____
- If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
   - Copy of deed of ownership: _____
   - Copy of title report: _____
   - Copy of tax notice: _____
   - Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?
    - Yes _____ No X

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

12. Is more than one parcel contained within the area to be rezoned? Yes X No ☐
    - If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: GB & SR-12

14. Indicate proposed Zoning District for Property: MR-1

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

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

16. Comprehensive Plan Designation or Community Plan: Ent/NC (A County planner can provide this information.)

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

17. Describe all structures already existing on the property: One single family home.

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: Single family homes and or multi-family units as allowed by MR-1 zoning. Survey attached.

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

WHS

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

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

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

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? None.

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? One additional.

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Arizona Water	New meters and line extensions.
Sewer/Septic	City of Sierra Vista	Attach to city sewer
Electricity	SSVEC	Power service extensions, underground
Natural Gas	Southwest Gas	New Gas meters and line extensions.
Telephone	Century Link	Line extensions.
Fire Protection	Sierra Vista Fire Department	None.

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

Permanently giving up the commercial rights to the property in exchange for the right to build more housing, including the potential for multi-family, while keeping or adding the prohibition of mobiles and manufactured homes.

25. AFFIDAVIT

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

Applicant's Signature William H. Skalak

Date: 12/03/2018

CONSENT SIGNATURE FORM

WHS

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

OF PROPERTY OWNERS WITHIN THE PROPOSED ZONING DISTRICT

This form is to be completed if there is more than one property owner and more than one parcel within the proposed zoning district.

I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property(ies) sought for rezoning. I do hereby certify and declare that I was afforded an opportunity to read the full and complete application prior to affixing by signature hereon.

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date

(Attach separate pages if necessary)

Rezoning Application Evaluation Criteria

Section 2208.03.B. of the Cochise County Zoning Regulations provides fifteen (15) rezoning evaluation

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

factors with which to measure and analyze the appropriateness of the proposed rezoning. An analysis of how the Project addresses these evaluation factors is required for staff report to the Commission and Board. The Rezoning application must provide sufficient information for staff to make this analysis.

Rezoning Evaluation Factors:

1. Application.The Application Site Plan must provide sufficient information to determine that the proposed size and layout would comply with the applicable uses and standards for the types and intensity of uses permitted in the requested zoning district.

2. Compliance with Site Development Standards. Each parcel must meet the site development standards of the proposed zoning district including minimum lot size, setbacks, lot coverage, driveway width, parking and ADA-access requirements. The rezoning Concept Site Plan should show how these standards would be met.

3. Adjacent Districts Remain Capable of Development. Adjacent parcels should be able to meet minimum lot size and development standards of the remaining zoning district.

4. Limitation on Creation of Nonconforming Uses. The subject property should contain no structures or uses that would not be permitted or would not meet development standards of the new district.

5. Compatibility With Existing Development. The proposed rezoning district should be compatible with existing development in the vicinity.

6. Rezonings To More Intense Districts. The proposed new district should:
Be buffered by an intermediate district of sufficient size to provide a reasonable transition of intensity from the existing area (as a guide, a reasonable transition is considered to be a difference of intensity or density of two levels as described in Section 2208.02);
Be a reasonable extension of a similar density district within the area; and
Provide a transition between an existing less intense district and a more intensive district or an arterial street; or
Provide adequate protection to the adjacent less intense development in the form of enhanced screening, landscaping, setbacks, large lot size, building orientation or other design measures.

7. Adequate Services and Infrastructure. The following factors are used to determine if there are adequate services and infrastructure to serve an intensification of zoning:
(a)For a rezoning to a more intensive district, the applicant has provided adequate information to evaluate the impacts of the rezoning on roads, other infrastructure, and public facilities. The applicant must demonstrate that there are adequate provisions to address the impacts identified. The applicant shall provide data supporting the estimated traffic volumes as part of the application.
(b)If the site accesses on a road where existing demonstrable traffic problems created by incremental development have already been identified, such as a high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant has proposed a method to address these problems.
(c) The proposed development meets or will meet the applicable requirements for street, sewer, or water improvements.
(d) The site has access to streets that are adequately designed and constructed to handle the volume and nature of traffic typically generated by the use.

8. Traffic Circulation Criteria.
(a) Any rezoning shall be consistent with preservation of the functions of surrounding streets as defined in Section 102.B.3 (a through g) of the Comprehensive Plan. [see page 11 of the Comp Plan]
(b) If the rezoning is to GB, LI or HI, the development shall not result in the use of any residential street for through traffic to and from the proposed district.
(c) Consideration of future circulation needs in the surrounding area have been taken into account through right-of-way dedication and off-site improvements if warranted.

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

9. Development Along Major Streets. The rezoning size [the size of the land area to be rezoned] limits the number of access points on major thoroughfares or arterial streets, and County collectors through the use of frontage roads, shared access, no access easements or other safe methods designed to minimize road cuts that create unsafe traffic conflicts, hazardous traffic congestion and obstruct the functioning of arterials.

10. Infill. If rezoning to GB, LI or HI, the site is in an existing Enterprise or Enterprise Redevelopment plan designation area. This factor is designed to encourage infill in areas where commercial and industrial development already exists, thereby discouraging sprawl and locating new non-residential developments where adequate infrastructure may already exist and where they are most likely to be compatible with existing uses.

11. Unique Topographic Features. A rezoning to a more intensive zoning district shall not take place if there are areas of unstable soils, steep slopes, severe washes, floodplains, etc. which are not appropriate for intense development. Rezonings encompassing such areas will be discouraged unless the developer carefully plans development around these areas, such that they are appropriately protected.

12. Water Conservation. Uses proposed with the rezoning involving Master Development Plans shall show compliance with the water conservation policies of Section 102E in the Comprehensive Plan and the approved Master Development Plan. Other rezonings shall show compliance at the time of building permit issuance.

13. Public Input. If there is a major public opposition to a proposed rezoning, this may indicate that the technical evaluation regarding compatibility of the proposed district does not concur with the view of local residents and a recommendation of denial may be appropriate. If public concerns have been raised, it is fair to ask if the applicant has made a reasonable effort to address these concerns through the Citizen Review Process.

14. Hazardous Materials.Adequate data has been submitted to determine that impacts from uses that may involve hazardous or dangerous materials are adequately mitigated.

15. Compliance with Applicable Area Plan, Master Development Plan or Comprehensive Plan Policies. The proposed uses and design are in substantial conformance with adopted area plan, master development plan or comprehensive plan land use designations and policies.

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

Cochise County
Community Development
Development Services

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

APPLICATION TO AMEND THE COCHISE COUNTY COMPREHENSIVE PLAN

Applicant Name: William H. Skalak

Mail Address: 1619 E. El Camino Dr, Phoenix, Az 85020-3425

Email Address: bskalak@msn.com

Phone Number(s): 602-622-6636

Parcel Number(s): 105-05-010A, 105-05-010B

Parcel Address(es): 886-896 Avenida Escuela, SV, Az 85635

Date ___/___/___ **Fee Paid: Yes** X **No** ___ **(Payable to Cochise County Treasurer)**

(Application will not be processed until fee is paid)

FILL OUT THE REMAINDER OF THE APPLICATION - BE AS COMPLETE AS POSSIBLE - ATTACH ADDITIONAL SHEETS IF NECESSARY

1. Plan Amendments Proposed – If you seek a rezoning, it may require amendments to both the Cochise County Comprehensive Plan Growth Area Categories and Land Use Designations. It is advisable to work with a Planning Department staff planner to decide the necessary amendment (s).

   a) Growth Area Amendment

   Existing Growth Area Category A
   Proposed Growth Area Category ~~A~~

   b) Land Use Designation Amendment

   Existing Designation Enterprise
   Proposed Designation Neighborhood Conservation

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

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

WHS

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

c) Existing Zoning GB & SR-12 Proposed Zoning MR-1

STAFF USE ONLY
Is Growth Area/Plan Designation Compatible with proposed Zoning?
Yes ____ No ____

2. Describe the location and boundaries of the proposed Plan Amendment(s). A rezoning request may only affect one parcel. Plan amendments, however, raise larger issues such as whether or not current or future growth patterns in an area are different than those indicated by the existing Growth Category and Designation. For this reason a plan amendment may involve evaluating a larger area than a specific site for a rezoning. If this is the case, the planner may request that the Plan amendment boundaries be expanded.

   A. Major Street and Street Intersections: Avenida Escuela / Bluebird Drive

   B. Attach a map showing the boundaries of the proposed Amendment; label streets and other important landmarks such as Township, Range and Section lines.
   Map Attached: Yes X No ____

3. **Explain the reason that the proposed Plan amendment is justified.** Growth Areas and Plan Designations are designed to give a measure of protection to the existing character of an area; for example, requiring that only residential uses and densities or neighborhood-oriented businesses develop in existing neighborhoods. To justify an amendment, it is important to cite specific examples of existing or future growth that do not fit with the pattern of growth implied by the existing Growth Area or Designation or to demonstrate that proposed new development is large enough to warrant a new Growth Area.

Permantly giving up commercial rights to the property for the right to build more housing, including the potential for multi-family, while keeping or adding the prohibition of mobiles and manufactured homes

Applicant Signature: William H. Skalak

Property Owner Signature (if not the Applicant): William H. Skalak

Print Property Owner Name: William H. Skalak

Date of signature of property owner: 12/03/2018

Electronically Signed using eSignOnline™ [Session ID : 68f3a588-1608-414e-87af-0c0f431d4ae3]

December 5, 2018

Dear Neighbor:

I am making an application to rezone my property located at 886 Avenida Escuela in Sierra Vista. The property is 7.58 acres in size and is administered by Cochise County (not the City of Sierra Vista). It is made up of 2 parcels, APN 105-05-010A and 105-05-050B.

The current zoning is General Business (GB) and Residential (R-12). I am applying to rezone the property to Multi-family (MR-1). If my application is approved I will be giving up my commercial zoning in exchange for increasing the density for the property. This will eliminate the possibility of commercial development as well as development of mobile homes and/or manufactured homes, which could be allowed under the current zoning.

To remove commercial zoning from the eastern portion of the property, the Comprehensive Plan designation must be changed from "Enterprise" to "Neighborhood Conservation".

I am in the process of remodeling the existing home that is located on the property for resale.

Feel free to send any comments or input to me at the following address or email:

William H. Skalak
1619 E El Camino Dr.
Phoenix, AZ 85020-3925
Bskalak@msn.com

Sincerely,

William H. Skalak

Rezoning Docket Z-19-01 & CP-19-01 (Skalak)

_____ **YES,** I SUPPORT THIS REQUEST
Please state your reasons:

_____
_____
_____
_____
_____
_____

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

It is difficult for me to take time off of work and attend meetings in Bisbee. So I wanted to submit my opinions on this proposal. I do not support the increase to the density on this property. The surrounding neighborhoods to the North and West are all ¼ acre lots with single family housing
See attached sheet

(Attach additional sheets, if necessary)

PRINT NAME(S): Joseph Paul Caputo

SIGNATURE(S): Joseph Caputo

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

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Thursday, January 24, 2019** to be included in the staff report to the Commission, and by **Thursday, February 21, 2019** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Peter Gardner at pgardner@cochise.az.gov. Comments received after the January 24 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the **public hearing on February 13, 2019 for the Planning and Zoning Commission and March 12, 2019 for the Board of Supervisors.** NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

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

REZONING DOCKET Z-19-01 & CP-19-01

ADDITIONAL COMENTS CONT.

I would like to see the (SIKALAK) property keep the size and scale for the existing properties in the NEIGHBORHOODS AT 1/4 ACRE LOTS.

I KNOW the current ZONING would ALLOW manufactured and mobile homes which I am NOT A BIG FAN of, but I would rather have them with the Lower Density. This AREA does NOT NEED/WANT high density housing to come in to the AREA.

I DON'T WANT MR SIKALAK not to be able to develop his property. But I would like the COUNTY PLANNING AND ZONING DEPARTMENT to take into ACCOUNT of how future changes fit in with the EXISTING NEIGHBORHOODS AND AREA.

THANKS for the opotunity for the input.

JOE CARITO
Joseph Carito
1-22-2019
3759 Willits Pl
Sierra Vista AZ 85635

Rezoning Docket Z-19-01 & CP-19-01 (Skalak)

_____ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

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

I do not support the rezoning of this area as I live in this neighborhood. If mobile homes are placed in this area then there is a great possibility that drugs will be introduced into my neighborhood and the value of my home will drop.

(Attach additional sheets, if necessary)

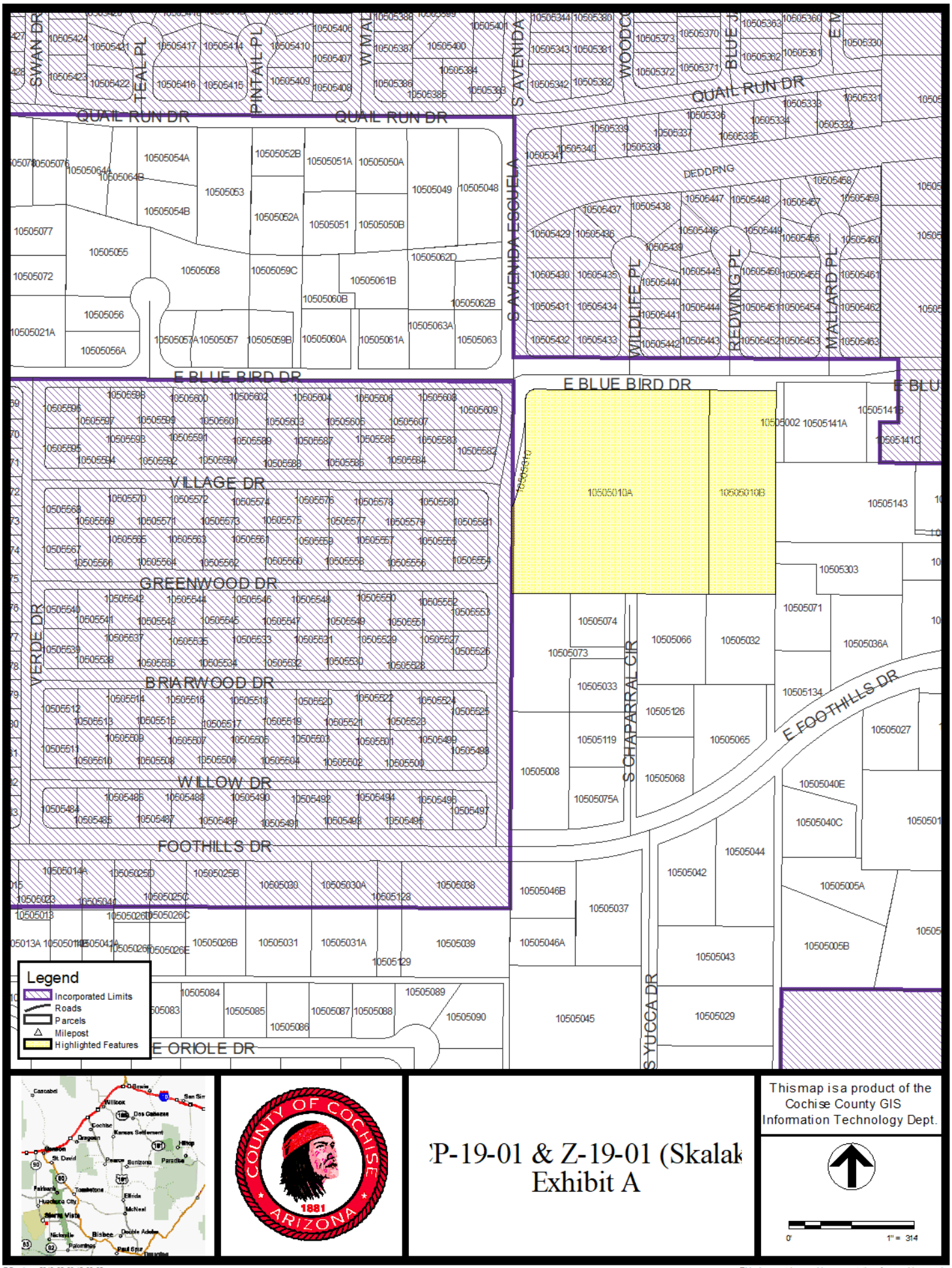
PRINT NAME(S): Heather Lucas

SIGNATURE(S): _____

YOUR TAX PARCEL NUMBER: 105-05-433 (the eight-digit identification number found on the tax statement from the Assessor's Office)

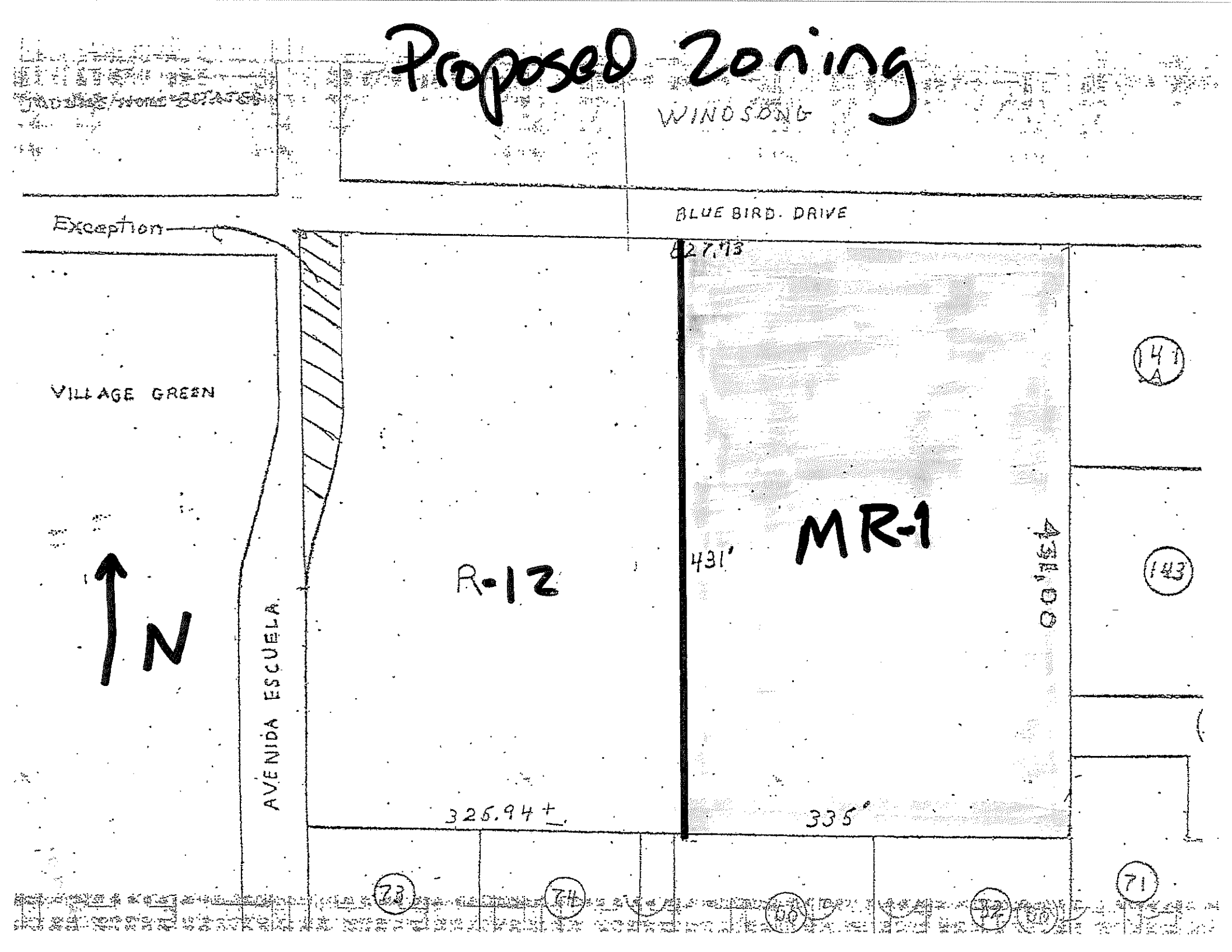
Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Thursday, January 24, 2019** to be included in the staff report to the Commission, and by **Thursday, February 21, 2019** to be included in the staff report to the Board of Supervisors. We cannot make exceptions to these deadlines; however, if you miss the written comment deadline for any staff report you may still mail or send e-mail comments to Peter Gardner at pgardner@cochise.az.gov. Comments received after the January 24 deadline must be received prior to the public meeting date to be verbally noted at the meeting. You may also personally make a statement at the **public hearing on February 13, 2019 for the Planning and Zoning Commission and March 12, 2019 for the Board of Supervisors**. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

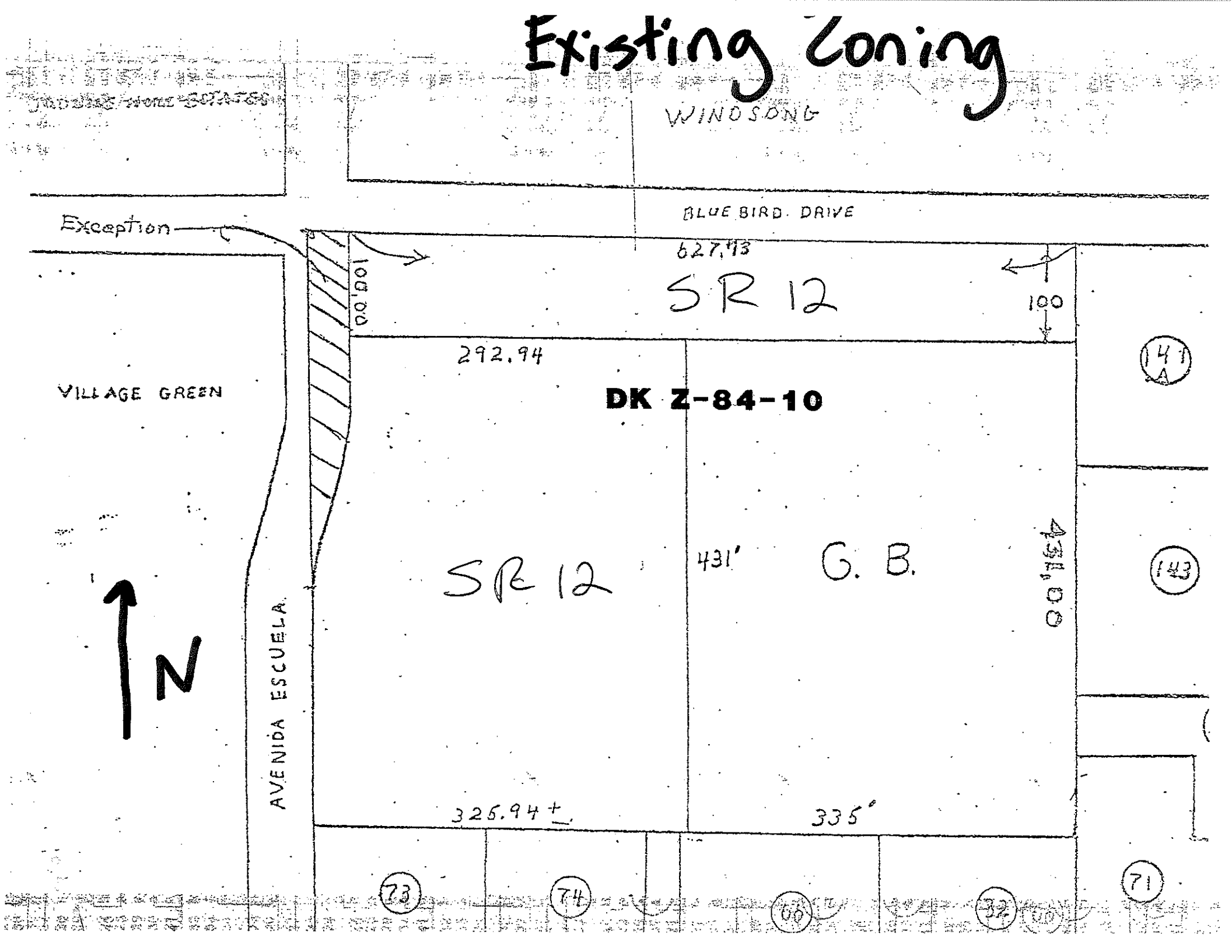
RETURN TO: Peter Gardner, Planner II
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603



PGardner, 2019-05-30 15:08:05
(\\co-gis1\geodesy\Encompass\Admin\Metal\View.Mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.


Proposed Zoning
WINDSONG
BLUE BIRD. DRIVE
Exception
827.73
VILLAGE GREEN
AVENIDA ESCUELA
N
R-12
MR-1
431'
435.00
326.94 +
335'
141
143
71
72
74
80
82
80


Existing Zoning
WINDSONG
BLUE BIRD DRIVE
Exception
627.13
100.00
SR 12
100
292.94
DK Z-84-10
VILLAGE GREEN
SR 12
431'
G. B.
431.00
AVENIDA ESCUELA
326.94 +
335'
N
141
A
143
71
73
74
66
32

ZONING ORDINANCE 19-__
AMENDING A CERTAIN COCHISE COUNTY COMPRHENSIVE PLAN DESIGNATION FROM ENT TO NC AND CONDITIONALLY AMENDING CERTAIN ZONING DISTRICT BOUNDARIES IN SIERRA VISTA, AZ FROM GB & SR-12 TO MR-1, PURSUANT TO THE APPLICATION OF MR. WILLIAM SKALAK.

WHEREAS, pursuant to A.R.S. §11-829 allows property owners or their authorized agent to request amendments to the Comprehensive Plan Designation through the Board of Supervisors in a public hearing;

WHEREAS, pursuant to A.R.S. §11-814 property owners or their authorized agents may request amendments to the Zoning District boundaries through the Board of Supervisors at a public hearing; and

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

WHEREAS, the request by William Skalak to rezone portions of parcels 105-05-010A/B from GB to MR-1 requires a Comprehensive Plan Designation of NC (Neighborhood Conservation); and

WHEREAS, the Cochise County Board of Supervisors seeks to promote effective, early and continuous public participation by citizens; and

WHEREAS, on May 8, 2019, the Planning and Zoning Commission held a duly noticed public hearing on the proposed amendments to the Comprehensive Plan designation and Zoning District classification for a portion of a 7.58 acre tract of land, Parcel Nos. 105-05-010A as depicted on the legal description attached hereto as "Exhibit A," and hereby known as Docket CP-19-01/Z-19-01 (Skalak), being an Application to amend Zoning District boundaries; and

WHEREAS, on June 11, 2019, the Board of Supervisors held a duly noticed public hearing on the amendments to the Comprehensive Plan designation and the Zoning District classification for Parcel No. 105-05-010A/B as recommended by the Planning and Zoning Commission.

IT IS HEREBY RESOLVED AND ORDERED, that the Comprehensive Plan designation for Tax Parcel 105-05-010B as described in "Exhibit A," is changed from ENT to NC. The subject parcel is located in the Sierra Vista area on the corner of S. Avenida Escuela and E. Blue Bird Drive.

The property is further described as being situated in Section 01 of Township 22 South, Range 20 East of the Gila & Salt River Base & Meridian, Cochise County, Arizona.

IT IS FURTHER RESOLVED AND ORDERED, that the zoning classification for a portion Tax Parcels 105-05-010A/B as described in "Exhibit A," is changed from GB to MR-1. The change comprises approximately 4.01 acres. The subject parcel is located in the Whetstone area on the corner of E. Hamel Rd. and State Route 90. The property is further described as being situated in Section 01 of Township 22 South, Range 20 East of the Gila & Salt River Base & Meridian, Cochise County, Arizona.

IT IS FINALLY RESOLVED AND ORDERED, that the change in Zoning District is subject to the following condition:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the Comprehensive Plan Amendment and Rezoning or the approval of the Amendment and Rezoning may be deemed void.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 11th day of June, 2019.

_____
Peggy Judd, Chairperson
Cochise County Board of Supervisors

ATTEST:

_____
Arlethe Rios
Clerk of the Board

APPROVED AS TO FORM:

_____
Britt W. Hanson
Chief Civil Deputy County Attorney

COCHISE COUNTY

Z-19-01 & CP-19-01 (Skalak)
A request to rezone from SR-12 & GB to MR-1

Board of Supervisors

June 11, 2019

Public Programs…Personal Service

COCHISE COUNTY

Docket Z-19-01 & CP-19-01 (Skalak)

- The Applicant is requesting rezoning from SR-12 (Single Household Residential; one dwelling per 12,000 square feet) and GB (General Business) to SR-12 (Single Household Residential; one dwelling per 12,000 square feet) and MR-1 (Multiple Household Residential; one dwelling per 3,600 square feet) on a 7.58 acre site in an enclave located in Sierra Vista.

- The parcels, 105-05-010A/B, are located at the southeast corner of S> Avenida Escuela and E. Blue Bird Drive.

- To amend the zoning to MR-1 the Comprehensive Plan category must be amended from Enterprise to Neighborhood Conservation.

- The Applicant is Bill Skalak.

COCHISE COUNTY

Docket Z-19-01 & CP-19-01 (Skalak)

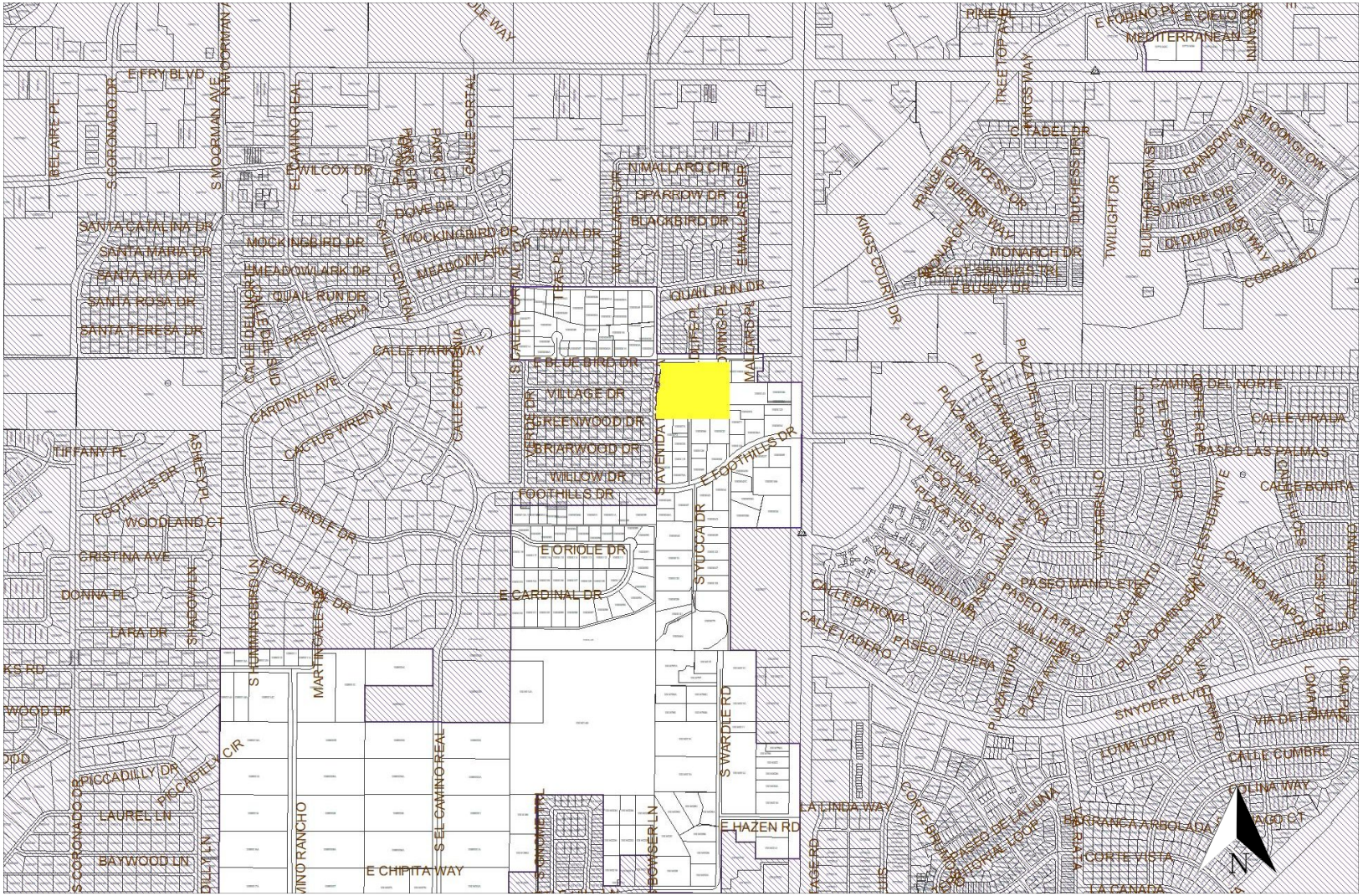
- The request would replace all of the GB zoning with MR-1 and would amend the zoning of 33,500 square feet from SR-12 to MR-1. The total number of permitted homes would increase from 56 to 62.

- Under the current zonings, the SR-12 portion would permit up to 16 single family homes, and the GB portion would permit up to 40 single family, multi family, manufactured, or mobile homes, along with a wide array of commercial uses including RV Parks, Retail, Service Stations, Auto Repair, and Mini Warehouses as of right, and other more intense uses via Special Use Authorization.

- Under the requested zoning the SR-12 portion would permit up to 13 single family homes, and the MR-1 portion would permit up to 49 single or multi family homes, excluding manufactured or mobile homes, or RV Parks. Most commercial uses would also be prohibited.

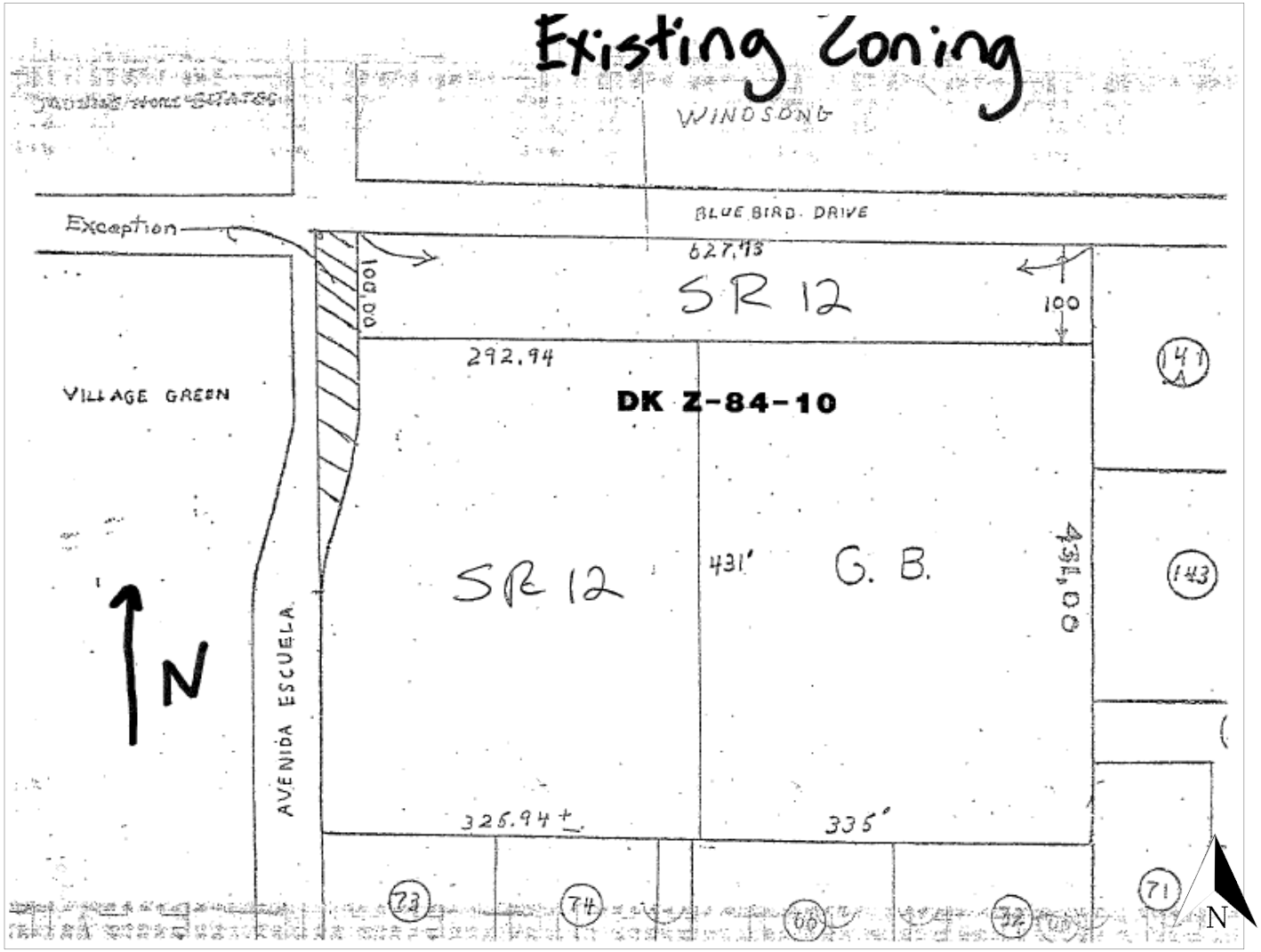
COCHISE COUNTY

Location Map:



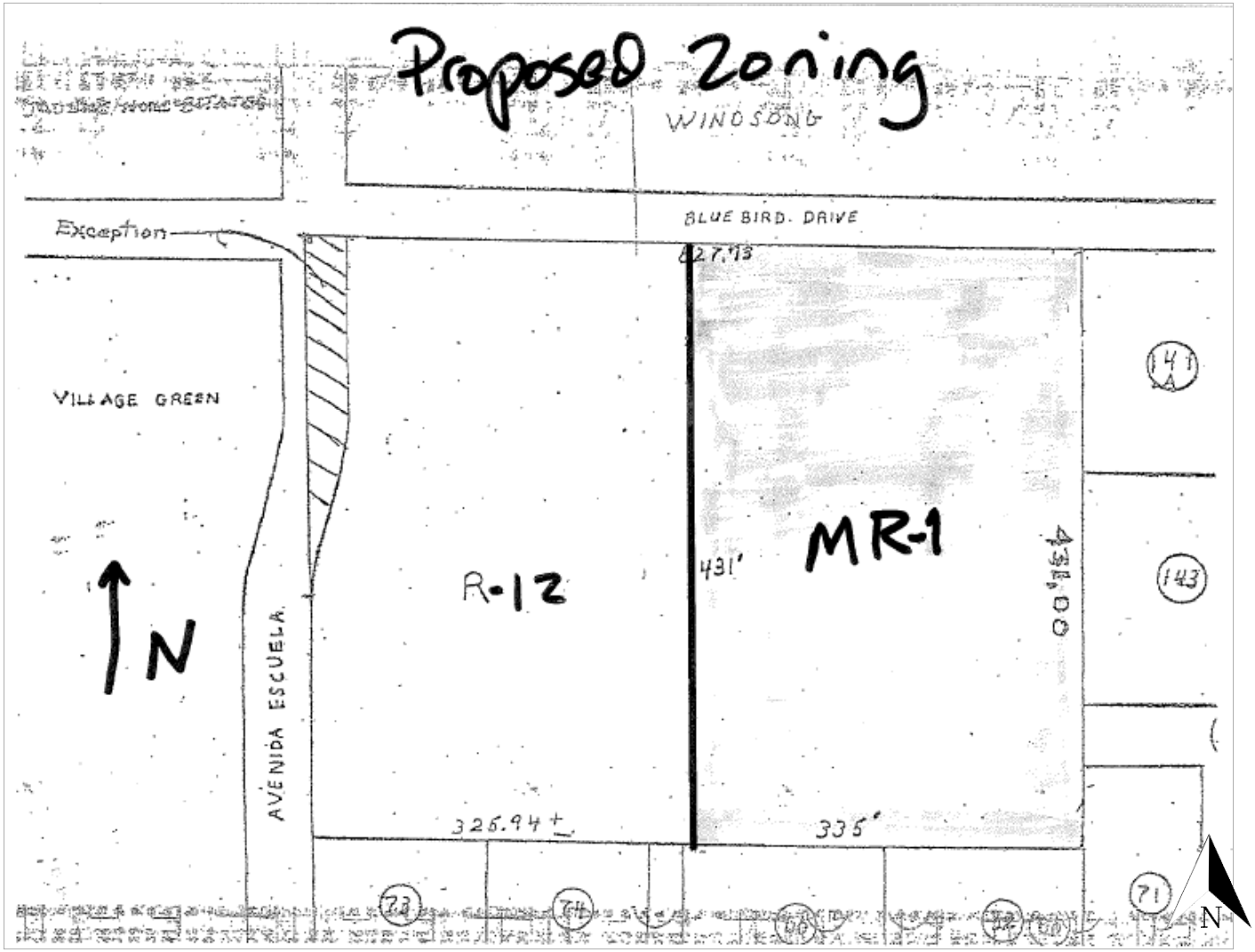
COCHISE COUNTY

Existing Zoning



COCHISE COUNTY

Existing Zoning



COCHISE COUNTY



Site Photos:



COCHISE COUNTY

Site Photos:



COCHISE COUNTY

Site Photos:



Site Photos:



Planning & Zoning Commission Action

On May 8, 2019 the Commission voted 6-0 to recommend approval of the request as recommended by Staff.

Factors Against Approving the Rezoning:

Factor Against Approval

1. Two letters of opposition have been received

Factors in Favor of Approving the Rezoning:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. Nine of the applicable factors are met as submitted and the other four applicable factors are met with the recommended Conditions;
3. The request is limited, creating only a 10 percent increase in number of housing units permitted, while removing incompatible land uses from consideration.

COCHISE COUNTY

Discussion:



Based on the factors in favor of approval, staff recommends Conditional Approval of the Rezoning request, subject to the following Conditions and Modification:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning;
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Any single family development at a greater density than one unit per 12,000 shall be completed with an approved subdivision plat;
4. Any new driveway access shall follow all applicable City and/or County standards; and
5. All development will comply with County water conservation regulations adopted at the time of construction.

Sample Motion:

Mr. Chairman, I move to forward Dockets Z-19-01 & CP-19-01 to the Board of Supervisors with a recommendation of Conditional Approval, with the Conditions recommended by staff; the Factors in Favor of Approval constituting the Findings of Fact.

Action 13.

Regular Board of Supervisors Meeting **County Treasurer**

Meeting Date: 06/11/2019

Banking Services Contract

Submitted By: Pam Munsey, County Treasurer

Department: County Treasurer

Presentation: **Recommendation:**

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a five year contract #19-40-TRE-01 between JP Morgan Chase Bank and the Cochise County Treasurer for banking services, effective July 1, 2019 through June 30, 2022.

Background:

The Procurement Department. with assistance from the Treasurer, prepared Request for Proposal 19-40-TRE-01 for Banking Services. The solicitation (Request for Proposal, “RFP”) was released to the public for proposals on April 24, 2019, and advertised in the San Pedro Valley News-Sun, April 24, 2-19 through May 15, 2019. The RFP was also posted on the Cochise County Bonfire (electronic procurement) website. Only one bid was received and therefore, a cost and price analysis was completed. The cost and price analysis is attached and compared the proposed rates to those from the previous contract, which was competed.

Department's Next Steps (if approved):

Execute renewal contract and monitor performance.

Impact of NOT Approving/Alternatives:

County would not be in compliance with A.R.S. § 35-325.

To BOS Staff: Document Disposition/Follow-Up:

Please provide one (1) signed copy of the Offer Acceptance Award Letter to Procurement, no other follow-up is necessary.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

County would not be in compliance with ARS §35-325

Attachments

Offer Acceptance Award Letter
Banking Services Price Fair and Reasonable
Pricing Comparison Sheet
Terms and Conditions
Scope of Work

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

19-40-TRE-01

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 11th day of June 2019 by and between COCHISE COUNTY ("COUNTY"), and J.P. Morgan Chase Bank N.A. ("CONTRACTOR").

In accordance with RFP 19-40-TRE-01, the COUNTY hereby awards a multiple year 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 to 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.

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	7/1/2019 – 6/30/2022
Renewal Option 1:	7/1/2022 – 6/30/2023
Renewal Option 2:	7/1/2023 – 6/30/2024

CONTRACTOR:

JP Morgan Chase Bank N.A.
Larnell Camus
Executive Director
270 Park Avenue
New York, NY 10017
(512) 789-3242
larnell.camus@jpmorgan.com

AUTHORIZED ORDERING OFFICIAL:

Cathy Traywick
Cochise County Treasurer
1415 Melody Lane, Bldg. E
Bisbee, AZ 85603
(520) 432-8409
ctraywick@cochise.az.gov

COUNTY PROCUREMENT:

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

ACCEPTANCE OF OFFER:

The offer is hereby accepted, and the CONTRACTOR is now bound to sell or provide the materials, services, or construction, as indicated by the PO or Award Letter 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: Banking Services

This CONTRACT shall henceforth be reference as CONTRACT 19-40-TRE-01. 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 11th day of June 2019.

BOARD OF SUPERVISORS:

Peggy Judd
Chair

Date

CLERK OF THE BOARD:

Arlethe G. Rios

Date

APPROVED AS TO FORM:

Christine J. Roberts

Christine J. Roberts
Civil Deputy County Attorney

May 24, 2019

Date

Cochise County
Procurement Department

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

May 24, 2019

From: Brandon L. Morrison, Contracts Administrator

Subject: 19-40-TRE-01 Banking Services Price Fair and Reasonable

1. In accordance with Cochise County Procurement Policy, Section 7.10, the Procurement Department is required to show price fair and reasonable for those solicitations for which only one offer is received and that it is in the best interest of the County to proceed with a contract award. This determination has been made by comparing proposed rates (as submitted by JP Morgan Chase Bank N.A., "Vendor") against those rates on a previously competed contract (14-36-TRE-03).

2. Some rates were not provided by the Vendor, as they have become obsolete due to electronic services transcending hard copy processes. The Vendor has honored most rates, when compared with 14-36-TRE-03, and have improved other rates in the favor of Cochise County. The Vendor is currently the incumbent for our banking services. Please see attached Pricing Comparison Sheet for further details regarding rate comparisons.

3. In accordance with the above and attached information, the Cochise County Procurement Department has determined the pricing to be fair and reasonable and recommends the subject award be made to J.P. Morgan Chase Bank N.A. For any questions regarding this document, please contact the undersigned by phone at (520) 432-8391 or by email at bmorrison@cochise.az.gov.

Signed,

Brandon L. Morrison
Contracts Administrator

1415 Melody Lane, Building C
Bisbee, Arizona 85603
520-432-8390 phone
520-432-8397 fax
procurement@cochise.az.gov

Comprehensive Fee Schedule

Service Description	AFP	Unit Price 2019	Unit Price 2010	Notes	Unit Price Difference
ACCOUNT SERVICES					
2 - NEGATIVE COLLECTED BALANCE FEE	000210	Variable	Variable	Interest assessed on negative collected balances. Calculation is performed end of the month against average negative collected balances.	$0.0000
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	$0.0000			$0.0000
1005 - ACCOUNT MAINTENANCE	010000	$5.0000	$5.0000		$0.0000
1006 - ACCT MAINT-INT	010010	$5.0000	$25.0000		($20.0000)
1010 - STATEMENT CYCLES	010307	$0.0000	$0.0000		$0.0000
1014 - ACCOUNT STATEMENT - PAPER	010310	$3.0000	$0.0000		$3.0000
1015 - STATEMENT CYCLES - ENHANCED	010307	$0.0000	$0.0000		$0.0000
1019 - DDA IMAGE STATEMENTS	010320	$0.0000	$0.0000		$0.0000
1076 - AUDIT CONFIRMATIONS	010630	$25.0000	$25.0000		$0.0000
2315 - OVERDRAFT NSF ITEM RETURNED	150340	$0.0000	$0.0000		$0.0000
2316 - OVERDRAFT NSF ITEM PAID	150341	$0.0000	$0.0000		$0.0000
3499 - POST NO CHECKS MAINTENANCE	1500ZZ	$0.0000	$3.0000		($3.0000)
7640 - CREDIT POSTED- ELECTRONIC	010101	$0.0000	$0.0000		$0.0000
7641 - DEBIT POSTED - ELECTRONIC	010100	$0.0000	$0.0000		$0.0000
7856 - CASH CONCENTRATION MAINTMASTER	010020	$5.0000	$5.0000		$0.0000
7857 - CASH CONCENTRATION MAINT SUB	010021	$5.0000	$5.0000		$0.0000
AUTOMATED CLEARING HOUSE					
2695 - ACH MAINTENANCE	250000	$10.0000	$10.0000		$0.0000
2700 - CREDIT ORIGINATED	250101	$0.0500	$0.0500		$0.0000
2705 - DEBIT ORIGINATED	250100	$0.0500	$0.0500		$0.0000
2716 - CREDIT RECEIVED	250201	$0.0500	$0.0500		$0.0000
2717 - DEBIT RECEIVED	250200	$0.0500	$0.0500		$0.0000
2720 - RETURN ITEM	250302	$1.0000	$1.0000		$0.0000
2722 - NOTIFICATION OF CHANGE	251070	$1.0000	$1.0000		$0.0000
2729 - RETURN NOTIFICATION - ONLINE	250400	$1.0000	$1.0000		$0.0000
2730 - NOTIF OF CHANGE - ONLINE	250400	$1.7500			$1.7500
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	$0.2000			$0.2000
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	$0.2000			$0.2000
2746 - JPM ACCESS ACH MAINTENANCE	250000	$30.0000	$30.0000		$0.0000
2753 - DELETION / REVERSAL - ELEC	250620	$5.0000	$5.0000		$0.0000
2765 - ACH BATCH/FILE PROCESSED	250501	$5.0000	$5.0000		$0.0000
2796 - ADDENDA RECORD ORIGINATED	250120	$0.0500	$0.0500		$0.0000
2809 - NOTIF OF CHANGE - EMAIL	251070	$1.0000	$1.0000		$0.0000
2810 - RETURN NOTIFICATION - EMAIL	250400	$1.0000	$1.0000		$0.0000
2860 - TRANSACTION BLOCK MAINTENANCE	251050	$5.0000	$5.0000		$0.0000
2861 - ACH TRANS BLOCK AUTHORIZED ID	251051	$0.5000	$0.5000		$0.0000
8019 - ACH ORIGINATED SAME DAY CREDIT	250101	$0.5000	$0.5000		$0.0000
8020 - ACH ORIGINATED SAME DAY DEBIT	250100	$0.5000			$0.5000
8021 - ACCESS ACH CREDIT - SAME DAY	250101	$0.7500			$0.7500
8022 - ACCESS ACH DEBIT - SAME DAY	250100	$0.7500			$0.7500
BALANCE BASED CHARGES					
35 - BALANCE BASED CHARGES	000230	Variable	Variable	13bps since early 2018	$0.0000
BANKING CENTER SERVICES					
1306 - BRANCH CREDITS POSTED	100000	$1.7500	$1.0000		$0.7500
1311 - ATM CHECK DEPOSIT - IMAGE	100000	$0.0000	$0.0000		$0.0000
1312 - ATM CASH DEPOSIT - IMAGE	100000	$0.0000	$0.0000		$0.0000
1318 - BRANCH ORDER - COIN ROLL	100044	$0.0500	$0.0500		$0.0000
1319 - BRANCH ORDER CURRENCY STRAP	10004A	$0.3500	$0.3500		$0.0000
1320 - BRANCH DEPOSIT IN NON STD BAG	100099	$2.0000			$2.0000
1332 - BRANCH DEPOSIT ADJUSTMENT	100500	$0.0000	$0.0000		$0.0000
1333 - BRANCH ORDER PROCESSED	100040	$3.2500	$2.5000		$0.7500
7173 - NIGHT DROP CASH VERIFICATION	100000	$0.0020	$0.0009		$0.0011
7174 - TELLER LINE CASH VERIFICATION	100000	$0.0020	$0.0012		$0.0008
DEPOSITORY SERVICES					
501 - CHECK DEPOSITED-ON US	100220	$0.1200	$0.0500		$0.0700
513 - CHECK DEPOSITED-TRANSIT	100224	$0.1500	$0.1000		$0.0500
519 - IMAGE GROUP ONE	100214	$0.0250			$0.0250
524 - FILE TRANSMISSION REC.- VPN	100210	$150.0000		Flat Fee	$150.0000
526 - IMAGE GROUP TWO	100214	$0.0250			$0.0250
528 - IMAGE GROUP TWO - TIER 2	100214	$0.0250			$0.0250
541 - REMOTE DEPOSIT CAPTURE ITEM	101320	$0.0400	$0.0250		$0.0150
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	$5.0000	$0.0000		$5.0000
746 - ON US PREMIUM	100210	$0.0250			$0.0250
749 - CQD DEPOSITORY CREDIT	999999	$0.0000			$0.0000

759 - ICL DEPOSIT EARLY	100200	$0.2500			$0.2500
1400 - CREDITS POSTED	010101	$1.0000	$1.0000		$0.0000
1435 - RETURN ITEM	100400	$1.5000	$1.5000		$0.0000
1450 - RETURN ITEM REDEPOSIT	100402	$1.0000	$1.0000		$0.0000

DISBURSEMENT SERVICES

2320 - STOP PAYMENT - MANUAL	150420	$35.0000	$35.0000		$0.0000
2321 - RANGE STOP PAYMENT-ELECTRONIC	150410	$50.0000	$50.0000		$0.0000
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	$4.0000	$4.0000		$0.0000
2370 - CHECK / DEBIT POSTED	010100	$0.1020	$0.1020		$0.0000
3377 - IMAGE TRANSMISSION PER ITEM	151351	$0.0500	$0.0500		$0.0000
3378 - IMAGE TRANSMISSION PER TRANS	151354	$1.0000	$1.0000		$0.0000
6618 - CHECK INQUIRY MAINTENANCE	151710	$7.5000	$7.5000		$0.0000
6621 - IMAGING MAINTENANCE	151350	$25.0000	$25.0000		$0.0000
6639 - STOP PAYMENT - ELECTRONIC	150410	$5.0000	$5.0000		$0.0000
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	$1.0000	$1.0000		$0.0000
6646 - IMAGE RETRIEVAL >91DAY	151352	$1.0000	$1.0000		$0.0000

INT REC & PAY - REPORT

6179 - RECEIVABLES MAINT - ONLINE	050005	$25.0000			$25.0000
6187 - LONG TERM STORAGE - CHECK	050620	$0.0100			$0.0100

INTERNATIONAL SERVICES

3941 - DEPOSITED CHECK - CANADIAN	609999	$3.0000	$3.0000		$0.0000

JPMORGAN ACCESS

6040 - MONTHLY SERVICE	400610	$30.0000	$30.0000		$0.0000
6041 - ACCOUNTS REPORTED	40044Z	$17.5000	$5.0000		$12.5000
6043 - TRANSACTIONS REPORTED - 45 DAY	40066Z	$0.0500	$0.0500		$0.0000
6053 - EXTENDED TRANSACTION DETAIL	40066Z	$0.0000	$0.0000		$0.0000
6076 - ACCT TRANSFER ITEM	400699	$1.5000	$1.5000		$0.0000

OTHER CHARGES AND CREDITS

8809 - RESEARCH ADJUSTMENT CREDIT	999999	$0.0000	$0.0000		$0.0000
8810 - RESEARCH ADJUSTMENT DEBIT	999999	$0.0000	$0.0000		$0.0000

RECEIPTSTREAM/ENH REC SVCS

2661 - EDI FAX REPORT	300121	$1.0000	$1.0000		$0.0000
4218 - EDI EMAIL REPORT	300225	$1.0000	$0.0000		$1.0000

RECONCILIATION SERVICES

3386 - IMAGE CAPTURE PER ITEM	151351	$0.0500	$0.0500		$0.0000

VAULT SERVICES

1310 - VAULT DEPOSIT	100100	$1.0000	$1.0000		$0.0000
1467 - VAULT MAINTENANCE	100199	$0.0000	$0.0000		$0.0000
1475 - VAULT DEPOSIT ROLLED COIN	100110	$0.2000			$0.2000
1482 - VAULT DEPOSIT STD STRAP - NOTE	100115	$0.0040	$0.0040		$0.0000
1486 - VAULT DEP NON STD STRAP - NOTE	100114	$0.0250	$0.0250		$0.0000
1493 - VAULT DEPOSIT IN NON STD BAG	100199	$1.0000			$1.0000
1506 - VAULT DEP PARTIAL OR MIXED BAG	100111	$7.5000			$7.5000
1525 - VAULT DEPOSIT STD COIN BAG	100113	$2.0000			$2.0000
1617 - VAULT DEPOSIT ADJUSTMENT	100501	$5.0000			$5.0000

WIRE - U.S.

5822 - ELECTRONIC BOOK DEBIT S/T	350124	$2.0000	$2.0000		$0.0000
5823 - ELECTRONIC BOOK DEBIT REPAIR	350122	$6.0000			$6.0000
5824 - ELECTRONIC FED DEBIT S/T	350100	$3.5000	$3.5000		$0.0000
5825 - ELECTRONIC FED DEBIT REPAIR	350102	$9.0000			$9.0000
5826 - ELECTRONIC CHIP DEBIT S/T	350110	$5.0000			$5.0000
5882 - REPETITIVE INSTRUCTION STORAGE	350551	$1.0000	$1.0000		$0.0000
5883 - FED TRANSFER FEE	350599	$0.0000			$0.0000
5884 - CHIPS MESSAGE FEE	350599	$0.0000			$0.0000
5886 - BOOK CREDIT	350320	$1.0000			$1.0000
5887 - FED CREDIT S/T	350300	$5.0000	$5.0000		$0.0000
5889 - CHIPS CREDIT S/T	350300	$7.0000			$7.0000
5933 - DIRECT DELIVERY WIRE NOTIFY1-2	350402	$2.0000	$2.0000		$0.0000
6016 - DIRECT DELIVERY GFP COUNT	999999	$0.0000			$0.0000
6408 - ADVICE - NOT CHARGE	999999	$0.0000			$0.0000

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

19-40-TRE-01

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

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

1.2 Payment Terms

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

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

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 will 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 CONRACT 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.

2.31.1.1Professional 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.

2.31.1.2Worker'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 Contractors 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 extend 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

19-40-TRE-01

Attachment 2 – Scope of Work

1.0 INTENT

The Cochise County Board of Deposit is seeking proposals from qualified banks that agree to perform the duties of the County Servicing Bank for the period of July 1, 2019, through June 30, 2022. The contract may be extended by one two-year period contingent upon agreement by both parties. The Bank shall be notified in writing of the County's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

The Board of Supervisors, serving as the Board of Deposit ("County"), will determine the successful offeror in the manner required by statute. Only those proposals which conform to the specifications set forth and which are responsive to all matters included in this request shall be considered. It is the intent of the Board of Deposit to designate the most responsive and responsible proposer who best meets the County's needs as the servicing bank. Determination of the responsive and responsible proposer who best meets the County's needs shall be based upon the Criteria of Evaluation as listed in Part Three Section 3.5, including but not limited to the following:

- Bank experience
- Bank personnel assigned to account
- Response to the Scope of Work
- References
- Bank services fee schedule
- Bank earnings credit rate
- Line of credit offered and interest on line of credit
- Method of calculation of collateral.
- Additional data - most recent annual report, most current bank rating and copies of all agreements

However, the Board of Deposit reserves the right to reject any or all proposals, to award separate contracts for bank services and for registering warrants, or extending a line of credit, and to waive any informalities in the proposals.

The bank may also submit a proposal to perform the duties of the servicing bank for the Clerk of the Superior Court. Any such proposal shall respond to all matters specified in the "Clerk of the Superior Court." The respective public officials reserve the right to designate a single qualified bank as the servicing bank for both sets of tasks, or to award separate contracts, depending upon the best interest of these public entities.

2.0 Definitions:

Terminology used in this Scope of Work is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meaning may exist, the County Procurement Representative will determine the applicable interpretation.

3.0 General Requirements for Cochise County Treasurer's Office:

The servicing bank will be required to act as the principal depository and banking agent for the Cochise County Treasurer's Office. In such capacity the servicing bank will be required to handle the majority of the deposit and disbursement activity for all phases of county government, including those political subdivisions which maintain funds with the Cochise County Treasurer and Clerk of the Superior Court. The servicing bank is not authorized to debit or credit County accounts for supplies or corrections without prior notification and authorization by an account signatory.

3.1 Deposits

The County Treasurer receives and deposits, on an annual basis, in excess of $2,500,000,000.00. These deposits are in the form of cash, checks, warrants, drafts, direct deposits, electronic funds transfers and incoming wire fund transfers.

Those checks written on the servicing bank shall be deemed to be collected funds for the purpose of investments immediately upon deposit. In the event that the bank may propose a different treatment for other checks, this shall be specified in the proposal. This treatment will be considered in the cost analysis of the proposal, if the bank proposes that such funds not be immediately available for deposit.

Should deposits be received by direct wire or electronic funds transfers, notification to the Office of the Treasurer shall be given the same day not later than 12:00 noon. Written notification of deposit shall be given by the following day. All ACH information shall be provided to identify depositing agency and recipient of the funds.

Written notification to the Office of Treasurer shall be given on all deposit corrections, regardless of the dollar amount.

The Treasurer's Office also requires that a unique location number be issued for each county entity in order that each deposit can be identified.

3.2 Disbursements

The County Treasurer disburses over $2,000,000,000.00 during the fiscal year, which is represented by approximately 65,000 checks (approximately 4,000 in checks and 61,000 warrants). Checks will only be honored one year from the date of issue. Stop payment orders will remain in effect on all canceled checks.

3.3 Collateral

The servicing bank will be required to comply with the collateral requirements for public depositories, as stated in A.R.S. § 35-323, as well as all other requirements specified by the Arizona Statutes for servicing banks. The servicing bank shall be required to notify the County Treasurer

of their method of calculating the required amount of collateral, provide a list of all account covered under the pledged collateral and specify the report form used including all authorized signatures.

3.4 **Statements**

To facilitate the bookkeeping in the Treasurer's Office, the servicing bank shall provide monthly statements, including images of canceled checks and deposit slips for each month's business, showing all activity on the accounts. A monthly statement will be required by the 5th working day of the following month for all County accounts.

3.5 **Warrants and Warrant Processing**

Warrants drawn against the County Treasurer average approximately 61,000 per year and are payable through the servicing bank. They are MICR encoded with the servicing bank's transit number, warrant account number, warrant number, fiscal year and County fund codes. The servicing bank shall pay for Cochise County warrants on the same basis as they pay for checks drawn against the bank; most banks consider this a zero-balance account. The average daily total of warrants is approximately $1,100,000.00. The bank shall process stop payments on warrants in the same manner as checks.

The electronic detail, which corresponds to the online information, must be available daily, no later than 11:00 AM, local standard time, to the County Treasurer.

All rejected or missing warrant items shall be reconciled immediately. To aid in the reconciliation the servicing bank shall provide the County Treasurer with a direct contact person in the bank department responsible for the preparation of the computer file and printouts.

New County fund numbers shall be added as needed. Fiscal and calendar year shall be changed automatically and in a timely manner.

The servicing bank will be required to process and present to the County Treasurer all warrants issued prior to July 1, 2018, but which remain outstanding at the expiration of the agreement.

If the bank proposes that a reserve account for this activity be maintained, the requirements of the reserve shall be specified in the proposal and be considered as a cost of service. The Treasurer requests collected funds and earnings credits on any such account to be applied to the analysis to offset the bank charges.

The servicing bank is not required to register warrants in connection with these banking services. If the bank proposes to register warrants, it shall state the amount of interest that will be charged and any limits or restrictions on such registration or redemption. The County reserves the right to make a separate contract for registering warrants or credit line.

Registered warrants will be accepted by the bank the next day after delivery of warrants in the event the Treasurer is unable to process all registered warrants on the day received.

3.6 **Stopped Payments**

The bank shall provide for processing of stop payments on line. All stop payment orders on checks and warrants shall stay in effect until the bank will no longer accept the item.

3.7 **Line of Credit**

Cochise County requests a credit line of $20,000,000.00.

If the bank anticipates agreeing to extend a revolving line of credit, it is requested to state the terms, conditions, limits and applicable rates for such a credit line and list the process and time line to increase a credit line, if necessary. When the Treasurer makes a payment on a line of credit and pays the amount of interest quoted, no additional interest will be charged due to the bank's failure to post the payment on the correct day. The servicing bank shall be required to adjust all errors regardless of the amount. A monthly statement will be required by the 5th working day of the following month for all credit line accounts

3.8 **Electronic Funds Transfers**

The increased demand for Electronic Funds Transfers (EFT) makes it necessary for the Treasurer to remit various payments both by debit and/or credit EFTs. The servicing bank will be required to arrange these transfers. The Treasurer also receives EFT deposits. The servicing bank is required to provide same day notification of all EFT deposits and copies of all addenda information accompanying each EFT deposit. Separate accounts may be required to clear EFTs, sure pay and related corrections.

3.9 **Data Processing Requirements**

An automated system of processing warrants shall require the servicing bank to capture essential warrant information (auxiliary field for identification and amount field) from the magnetic ink encoding on the warrants. The Cochise County Information Technologies Department requires this information via the public internet. The Cochise County Treasurer requires a list of this file and the warrants sorted into the same sequence (auxiliary field). Specifications for the servicing bank contract shall include the computer file transmission, report and sorted warrant images. Technical data as they relate to the aforementioned specifications are as follows:

3.10 **Report Requirements**

Requirements for reports are available upon request.

3.11 **Bank Service**

Costs shall be paid, to the extent possible, from accruing credit. All remaining earnings shall be carried forward during the remaining term of the contract, with any excess accrued earnings paid to the County at the end of the contract term. Account maintenance, including debiting and crediting of the account and distributing funds, is required. Various other functions may be considered for inclusion in the contract at the County's option on cost and need. These may include but not be limited to the following:

- Printing and production of checks, warrants, and deposit slips
- Collection services, including postage and insurance on items requiring special handling
- Wire transfer of funds

- Electronic transfer of funds
- Overnight repurchase agreement investments
- Computer information interchange services
- Transportation of County items, if required
- Armored car services, if available
- Issuance of cashier's checks, drafts and domestic or foreign payment orders
- Security clearing and safekeeping service
- Stop payment processing for checks and warrants
- ACH clearing for internet tax payments, both credit card and E-check

The servicing bank must specify each and every proposed requirement for reserve accounts, float accounts, non-interest-bearing CDs or any limitation on the use of funds the would be required in connection with the services proposed.

The servicing bank will provide access to their databases online.

3.12 **Sure Pay Services**

The County reserves the right to make a separate contract for sure pay services.

3.13 **Merchant Card Services**

The Justice of the Peace (JP) Court card processing has moved to the Clerk of the Court and the Treasurer may obtain merchant card services through providers on a separate contract.

3.14 **General Requirements for Clerk of the Superior Court:**

The Clerk of the Court currently has three accounts; two are checking accounts and one is a savings account. The annual cash flow/amount of annual deposits is approximately $1,750,000.00, with an estimated 5,657 annual deposit items. The estimated annual number of checks processed (disbursed) is 3,500.

3.15 **Bank Account Maintenance:**

- Monthly bank statement for accounts must be provided with documentation supporting all entries on the statements within five (5) banking days after calendar month end.
- The servicing bank must provide for the necessary printing of checks and deposit slips for the Clerk's two checking accounts.
- The servicing bank shall have personnel available to answer questions pertaining to transactions which require explanation and to affect accounts opening/closing and transfers as required.
- The servicing bank shall establish a blanket authorized signature file which will cover all accounts opened at the contracted bank in the name of the Clerk of the Superior Court
- All servicing bank fees shall be waived.

3.16 **Deposit Services**

All deposits must be credited to the Clerk's ledger balance immediately upon receipt. The Clerk shall take appropriate steps to facilitate the quickest possible collection of deposits by the servicing bank, such as multiple daily deposits when necessary.

3.17 **Currency and Coin Services:**

Fees for the following services shall be waived:

- Currency purchases
- Coin purchases
- Coin bags and wrappers
- Locking bank bags

3.18 **Stopped Payments**

The Clerk's Office shall have the ability to stop payments telephonically by designated personnel other than authorized signers.

3.19 **Accept/Return**

The servicing bank shall give credit for stopped, voided and canceled issues; and accept, return and give credit for forged issues whenever returned with a certification of forgery.

3.20 **Merchant Card Services**

This service is optional. The County currently processes an average number of 500 transactions totaling $96,400.00 monthly at 7 locations. The County would require terminals, a monthly break down of transactions by location and a merchant account that deposits to the servicing account nightly. All fees must be stated, and balancing method identified in the proposal.

3.21 **Other Services:**

The Vendor shall provide armored car services for the Bisbee and Sierra Vista locations.

Action 14.

Regular Board of Supervisors Meeting **Health & Social Services**

Meeting Date: 06/11/2019

CorrecTek Electronic Medical Records contract

Submitted By: Ray Falkenberg, Health & Social Services

Department: Health & Social Services

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

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

NAME of PRESENTER: Carrie Langley **TITLE of PRESENTER:** Health Director

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a five year lease contract 19-2-HEA-02 between Cochise County and CorrecTek for an electronic medical records system for Jail Detention Medical Services, in an aggregate amount not to exceed $154,240, effective June 11, 2019.

Background:

Cochise Health and Social Services Detention Medical management has spent the last several years reviewing a variety of electronic medical records systems to replace the outdated manual/paper system employed in Detention Medical Services. After two RFP processes, CHSS (in conjunction with Procurement and IT) has determined that CorrecTek is the optimal solution for the county's requirements.

Department's Next Steps (if approved):

Schedule training and implementation.

Impact of NOT Approving/Alternatives:

CHSS will continue with the current inefficient manual system, which meets neither regulatory nor best-practice requirements.

To BOS Staff: Document Disposition/Follow-Up:

One BOS signature on Award Letter required. Return executed contract to Procurement.

Budget Information

Information about available funds

Budgeted: ◉ **Funds Available:** ◉ **Amount Available:** 154240

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1: Funds 223, 229

Fund Transfers

Fiscal Year: 2019

One-time Fixed Costs? ($$$): 3640

Ongoing Costs? ($$$): 30120

County Match Required? ($$$):

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Cash available in Funds 223 and 229

Attachments

Appendix A
Solicitation Doc
Estimate
RFP Info
Attachment 1

Attachment 2
Award Letter
Exec Summary

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

19-14-HEA-02

Appendix A – Vendor Submission Cover Letter

Date of Pricing Doc: 1-9-19

Vendor Firm Name: CorrecTek

Authorized Point of Contact (POC): Christa Sullivan

Vendor POC Phone: 866-438-3671 ext 235

Vendor POC Email: csullivan@correctek.com

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

Line Item	Description	Unit Price (excluding tax)
01	Software, Modules & Interface	$ 27,930.00
02	Annual Maintenance	$ 12,000.00
03	Hardware	$
04	Professional Service/Training (end user)	$ 3,640.00
05	Professional Service/Training (administrator	$

Include any additional expenses on a separate document and submit with this form. All travel expenses, lodging and meals are to be included in the price.

Freight: $_____

Estimated Taxes: $_____

Tax Rate: _____%

Required Delivery By: 45 days ARO

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: 45 days

Payment Terms: Net 30 days

Discounted Terms: _____

PLEASE SEE THE PRICING ESTIMATE INCLUDED WITH RESPONSE FOR OPTIONS

Required Elements:

The below table shall be completely filled out indicating the Providers software capabilities addressing the elements listed.

	Required Elements	Currently Capable	Currently Not Capable
1.	Medical Record System interfaces with the current Spillman program (fingerprint verification for medication passes)	●	◉
2.	Pharmacy interface with Contract Pharmacy Services	●	◉
3.	Hardware (tablets for medication carts, and fingerprint readers),	●	○
4.	Go-live support & training (administrative and end-user)	●	○
5.	Lab interface with Center Disease Detection	●	○
6.	Booking module (medical),	●	○
7.	Assessment templates that meet National Correctional Standards for **medical, mental, and dental needs- Adult and Juvenile** Chronic Care Mental health visits and interventions Acute care needs	●	○
8.	Inmate demographics,	●	○
9.	Communicable disease flags	●	○
10.	Language Preference	●	○
11.	Alerts (please list what these include) Allergies Precautions Communicable disease Medical diets SMI / self-harm or harm to others watch Messaging alerts to team	●	○
12.	Chronological chart presentation Hospitalization History	●	○
13.	Electronic Order Entry Internal External CPS CDD	●	○

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: _____

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

Dan Jarrett
Signature

3/4/19
Date

Dan Jarrett
Printed Name

Corrections
Firm Name

Spark Purchase and Subscription Quote

for Cochise County, AZ

RFP 19-27-HEA-02

03/04/2019

March 4, 2019

Cochise County Procurement Department
1415 Melody Lane
Building C
Bisbee, AZ 85603

Ms. Diaz,

The following quotes reflect two of CorrecTek's pricing models.

Option one is the **purchase model**, with a minimal upfront cost that covers everything associated with the development and implementation of the software from start to finish (detailed deliverables are listed in the estimates). The monthly recurring cost is the technical support and upgrades fee that will not be billed until you go-live with the software.

Option two is the **subscription model,** ranging from a three year term to a five year term, which only requires that you pay for the travel costs associated with implementation upfront. All other costs are included in the monthly fee.

Sincerely,
Christa Sullivan
CorrecTek National Accounts Manager

Date: 03/04/19

Prepared for: Cochise County RFP 19-14-HEA-02

ESTIMATE

OPTION 1: PURCHASE ESTIMATE

Initial Investment **$27,930.00**

Deliverables

- License to use the CorrecTek Spark software in one facility
- The CorrecTek Standard database consisting of 125 Forms, 125 Orders, & 120 Reports. The database can be configured to meet the facility's needs.
- Database Configuration
- Standard Project Management Services
- Standard OMS Interface
- Standard Pharmacy Interface
- Standard Lab Interface
- CorrecTek Environment Readiness Inspection
- Training/Go-Live Support
- Dedicated CorrecTek Resources to train up to 25 end users on-site
- Unlimited access to the online CorrecTek Spark eLearning Library

Travel Costs **$3,640.00**

Includes travel, transportation, lodging and meal expenses for CorrecTek resources

TOTAL UPFRONT COST **$31,570.00**

Monthly Recurring Cost **$1,000.00**

- 24/7 Technical Support

  Technical support and upgrade fees include unlimited telephone technical support and all scheduled software upgrades which will be provided as they are developed.

OPTION 2: LEASE ESTIMATE

Deliverables

- License to use the CorrecTek Spark software in one facility
- The CorrecTek Standard database consisting of 125 Forms, 125 Orders, & 120 Reports. The database can be configured to meet the facility's needs.
- Database Configuration
- Standard Project Management Services
- Standard OMS Interface
- Standard Pharmacy Interface
- Standard Lab Interface
- CorrecTek Environment Readiness Inspection
- Training/Go-Live Support
- Dedicated CorrecTek Resources to train up to 25 end users on-site
- Unlimited access to the online CorrecTek Spark eLearning Library
- 24/7 Technical Support

  Technical support and upgrade fees include unlimited telephone technical support and all scheduled software upgrades which will be provided as they are developed.

Initial Investment	**$3,640.00**
• Travel Costs *Includes travel, transportation, lodging and meal expenses for CorrecTek resources*	
MONTHLY FEE **Includes technical support and upgrade fee*	
60 MONTH LEASE OPTION	**$1,510.00**
48 MONTH LEASE OPTION	**$1,630.00**
36 MONTH LEASE OPTION	**$1,830.00**

OPTIONAL SERVICES

CorrecTek Advantage Plan (to be utilized after go-live) **$500/Month**

- Unlimited configuration requests. We will create and modify your forms, protocols, reports, workflows, etc. at your request.
- Unlimited online training

Dedicated Account Manager **$500/Month**

- Act as the Subject Matter Expert (SME) on the CorrecTek application as configured and implemented for the County.
- Stay up-to-date on current CorrecTek related interfaces for the County and participate in troubleshooting any issues reported for CorrecTek related interfaces.
- Stay up-to-date on current CorrecTek related projects for the County and participate in current CorrecTek related projects as business needs dictate.
- Be responsible for overseeing the entire queue of CorrecTek Support tickets for the County and providing on-going assistance for ticket resolution.
- For any CorrecTek Support tickets requiring escalation, the Account Representative will be the primary contact.
- Generate, review, prepare, and disseminate weekly CorrecTek Support reports for the County.
- Review all CorrecTek Support tickets looking for trends in order to provide suggestions to the County point of contact on how to better utilize the CorrecTek application.
- Keep the CorrecTek team aware of "new issues" and County specific workflow to help escalate the closure of support tickets.



Technical Proposal

Response to RFP#19-27-HEA-02
Cochise County Health & Social Services Department
Medical Records System

OFFERER DESCRIPTION AND EXPERIENCE

Company Information

Name:	CorrecTek , Inc.
Address:	1640 McCracken Blvd. Paducah, KY 42001
Phone Number:	(866) 438-3671
Fax Number:	(270) 744-0606
Web Site:	www.correctek.com Please visit our eLearning Library for a complete Hands-on overview of the Spark EHR System
Email Address:	info@correctek.com

Primary Contact

Name/Title:	Christa Sullivan / National Accounts Manager
Address:	1640 McCracken Blvd. Paducah, KY 42001
Phone Number:	866-438-3671 ext.235
Fax Number:	(270) 744-0606
Email Address:	csullivan@correctek.com

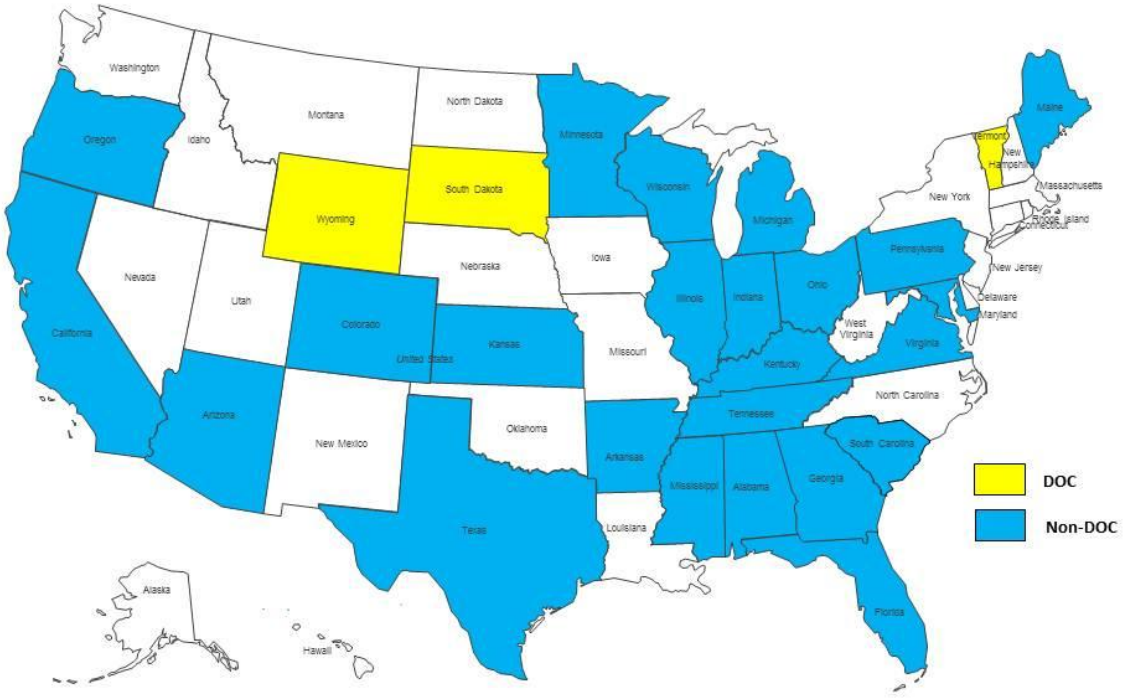
Company History

A sister company to Ulrich Medical Concepts (founded in 1999), CorrecTek was established in 2006 to meet the demand for correctional-specific EHR. CorrecTek is the national leader in deploying correctional EHR solutions. Drawing from years of medical technology and software development experience, CorrecTek provides the most comprehensive correctional EHR on the market based upon principles of intuitiveness, affordability and customer support.

CorrecTek services county jails, DOCs, and juvenile facilities in 27 states across the United States and the Puerto Rico DOC. These facilities range in size from 40-2000+ ADP. We have also teamed with national JMS, Laboratory, Radiology, Commissary and Pharmacy vendors, as well as correctional medical groups serving within correctional facilities.

CorrecTek has a full-time staff of less than 50 employees that bring a plethora of experience to the company, including:

- Business
- Project Management
- Customer Service
- Education and Training
- Medical Billing
- Software Development
- Technical Support
- Server and Network Administration
- Web Hosting
- Corrections Management



CorrecTek Spark with FastTrack Technology® is a correctional-specific EHR; it is not physician or hospital software. It was created to meet the exact needs of correctional medicine.

The CorrecTek Spark system comes with a full suite of documentation routines to service the documentation needs of every department within your facility. Extreme flexibility allows subject matter experts to configure Spark to exactly fit the site's needs if the included forms, templates, and protocols do not meet your current requirements.

An integrated report writer can find and filter on every field stored in the CorrecTek Spark system. Authorized users can run statistical, productivity, workflow, cost analysis, management-by-exception, and clinical trend reports.

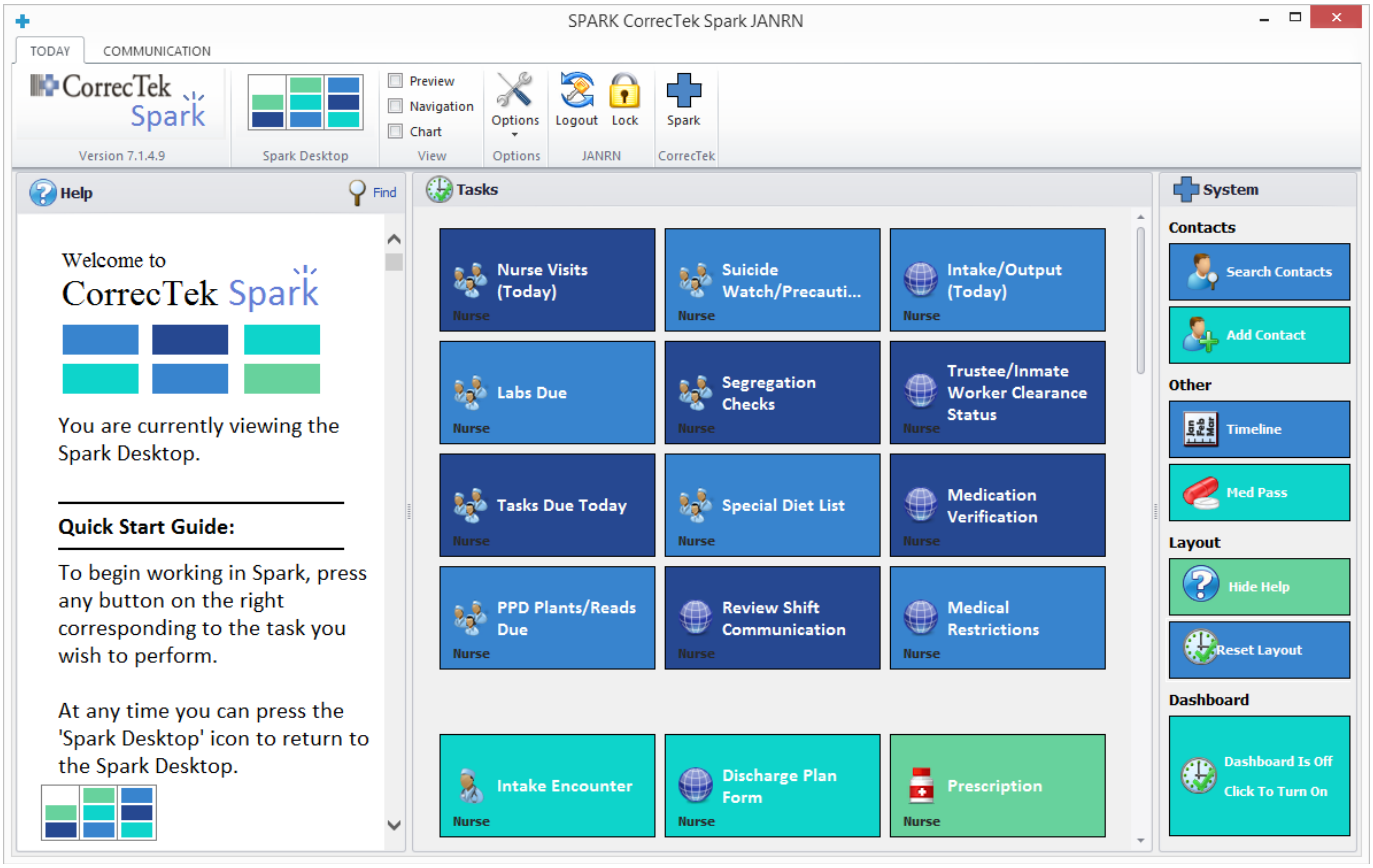
A comprehensive, branching orders system drives care in your facilities and ensures care is delivered appropriately and with timeliness.

CorrecTek's proven hands-on implementation model ensures all users receive classroom instruction and face time with the software prior to using it in the production environment. CorrecTek professionals will be onsite at your facilities and will assist your employees throughout the transition.

Some EHRs	Spark EHR
Focus on power user	Focus on day-to-day user
Overwhelming user interface	Speed
Too many choices	Simplicity
Too many steps	Anticipating the user's next task

Healthcare providers face many unique challenges related to the documentation of inmate care. Excessive and problematic mental health states of high-risk inmates can overwhelm the paper documentation process. Spark provides an easy and efficient means for jail medical staff to more effectively manage individual patient treatment.

CorrecTek Spark Desktop



Spark can address the site's specific needs:

- Document Management – Paper, photographs, inmate signatures
- Medication Administration Record (MAR) – Medication and staff tracking
- Treatment Administration Record (TAR) – Order-based
- Treatment Protocols
- Physician and Case Worker Dictation – Templates and voice dictation
- Sophisticated Electronic Medical Records / Scheduling / Billing
- Configurable – Records, screens, reports, documents, workflow
- Reporting – Cost analysis, management by exception, audit trails, utilization review
- Outside Data Sharing – Authorized entities (e.g. Health Departments, Correctional Facilities)
- Telemedicine Ready
- Interfaces to existing applications

Spark provides for electronic management, storage and real time access of inmate medical files and for the exchange of data and documents with other critical applications and facilitates the generation of the various required documents and reports. System generated documents as well as scanned documents and those imported via an interface can be easily managed in Spark. Scanned and imported images are stored directly in the inmate's

electronic chart and are easily accessed. Even documents faxed to your facility are stored electronically in the appropriate medical charts - eliminating the need to print them.

In Spark, data is entered very quickly, thoroughly and accurately. Documentation can be completed at the time of care. To prevent incomplete documentation, Spark alerts users when required pieces of information have not been entered for an encounter. Unlike paper systems, it takes only seconds to enter data. Most every action taken in Spark is recorded by user name, date, and time. Any change made to data can be traced back to the user who performed the action. Spark can automate activities to yield greater efficiencies, improve inmate quality of care, incorporate facility-wide standards, incorporate greater security, enforce employee accountability and reduce legal liability.

Our clients utilize Spark to manage every aspect of correctional healthcare:

- Medical Intake Processes
- Medical Records Processes
- Management of Inmate's Mental Health (within Corrections)
- Management of Inpatient Psychiatric Unit
- Alcohol or Other Drug Withdrawal and Detoxification Processes
- Chronic Care Processes
- Inmate Appointment Scheduling
- Encounters
- Work Clearance Processes
- Medication Administration Processes
- Medical Ordering (Pharmacy) and other Order Processing
- Discharge Planning, Consents and Refusals
- Medical Record Transfers
- Complete Electronic Inmate Billing and Insurance Verification
- Inventory of Medications and Equipment
- Automated Prescriptions and Electronic Prescribing
- Adherence to HIPAA Compliance
- Clinician Productivity Reporting
- Remote Access
- Full Reporting Capabilities (Virtually all fields are reportable)
- Workflow Communication through To-Do's, Orders, and Messaging

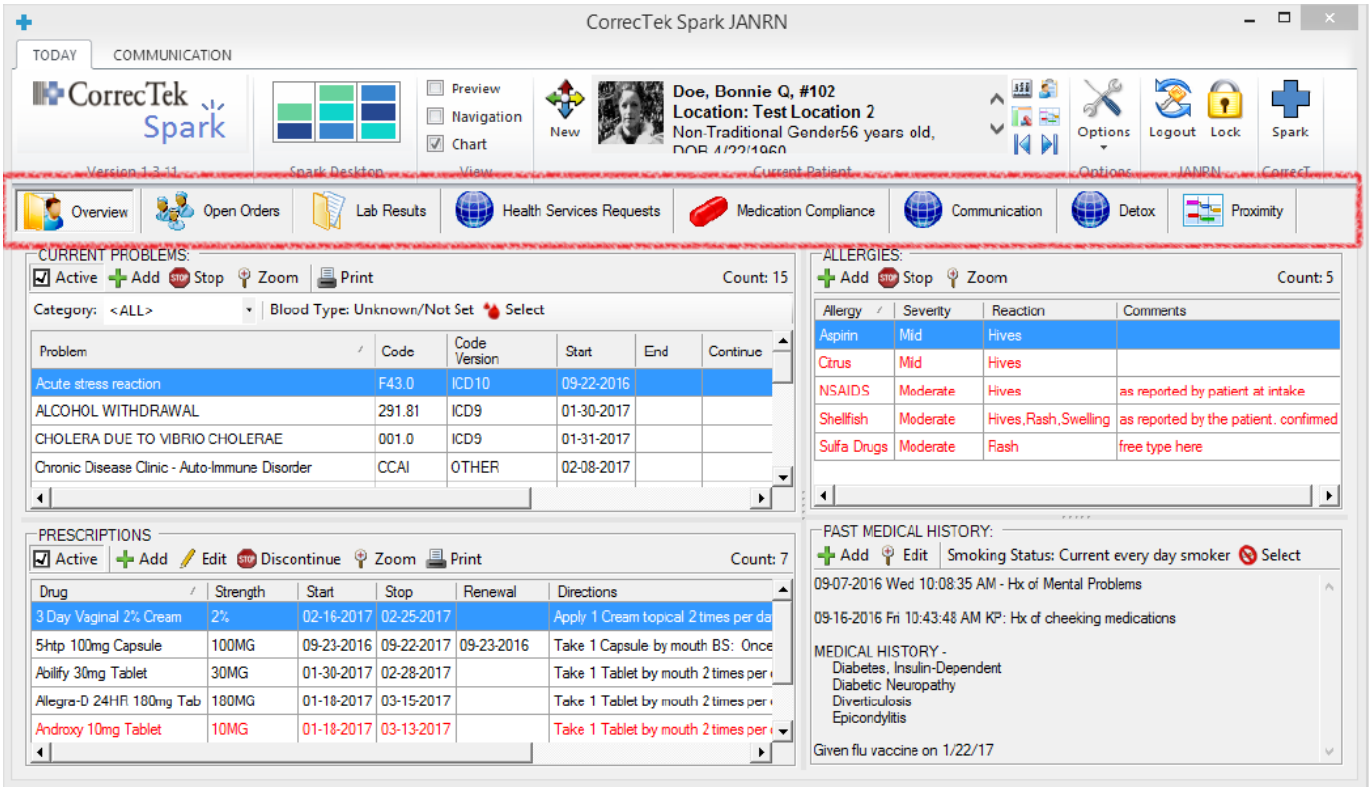
With Spark, your organization can experience reduced legal liability:

- No paper records that can be lost
- Security measures are incorporated to ensure that only one chart exists for each inmate. Charts cannot be maliciously altered – every change made to the electronic chart is logged.
- Computerized reminders and alerts ensure attention is given to outstanding issues and exception flags allow management to address staff inattention when necessary.

- Encounter documentation is clear and thorough.
- Clear lines of authority and responsibility are defined.
- Access to information and privileges can be given to specific individuals and departments.

Spark ensures significant savings of cost and time:

- No time spent filing, retrieving and/or copying paper records.
- Multiple modes of rapid data entry and retrieval are possible.
- Documentation is completed at the time of care and ready to bill.
- Automated objects allow for orders, referrals and procedures to be generated automatically through dictation or order completion.



Sample Patient Chart

Spark provides for electronic management, storage, and real time access of patient medical files for the exchange of data and documents with other critical applications, and facilitates generation of the various required documents and reports. System generated documents, as well as scanned documents and those imported via an interface, can be easily managed in Spark. Scanned and imported images are stored directly in the patient's electronic chart and are easily accessed. Even documents faxed to your facility are stored electronically in the appropriate medical record - eliminating the need to print them.

Branching Orders System

CorrecTek contains a comprehensive branching orders system that can be utilized to enforce your site's standards of care. An order in CorrecTek is a request/command/order created by one entity, assigned to a department to execute on behalf of a patient. For example, a physician may create an order and assign it to a clinician or department to record a patient's Mental Health Evaluation.

An order will be assigned a start date which is the earliest date/time that an order can be started. It will be assigned a target date which is the most optimal date/time that an order should be started. Additionally, it will be assigned a drop dead date after which work cannot be started. Once the work on an order is completed, it is assigned a completion date.

The original creator of the order must approve the order after it is completed, and at that point the order is assigned an approval date and the order is 'closed'. When a department member completes work on an order, he/she will be given a pre-defined list of outcomes to signify the work on the order has been completed. For example, an order to record a patient's mental status may have two outcomes: (1) the mental health evaluation was recorded, or (2) the mental status evaluation was not recorded. Depending on which outcome is selected additional orders can be automatically created so that further steps may be taken on behalf of the patient.

This ability to branch additional orders based on the outcome of previous orders, allows for the creation of such things as treatment protocol orders. For example, an order to check the patient's blood pressure may have four (4) outcomes: (1) the blood pressure is normal, no additional orders are created if this outcome is chosen, (2) the blood pressure is high and an order to administer blood pressure medicine is automatically created, (3) the blood pressure is low and an order is sent back to the physician for his/her knowledge, or (4) the blood pressure could not be taken and the order is sent to the nursing supervisor for further action depending on why the blood pressure could not be taken.

CorrecTek's integrated report writer allows for the creation of reports that can track such things as:

- All outstanding orders for each department/office
- All orders that have not been started, but are past the drop-dead date
- All orders that had a certain outcome (such as the inability to record information)
- All orders completed by the Forensics Unit for the past thirty (30) days, sixty (60) days, etc.
- All orders pending physician's approval

There are no limits as to the number and types of orders, order outcomes, and/or user/departments that can be associated with orders. Authorized users can create order definitions that allow for the rapid creation of orders. Orders can be as simple or as complicated as required.

Integration and Interfaces

The developers at CorrecTek are able to interface with internal and external systems including jail management systems, pharmacy systems, laboratory applications, document management systems and commissary applications. Automated interfaces to internal and external laboratories ensure that all lab results are automatically inserted into the correct patient's chart and are immediately available for provider access.

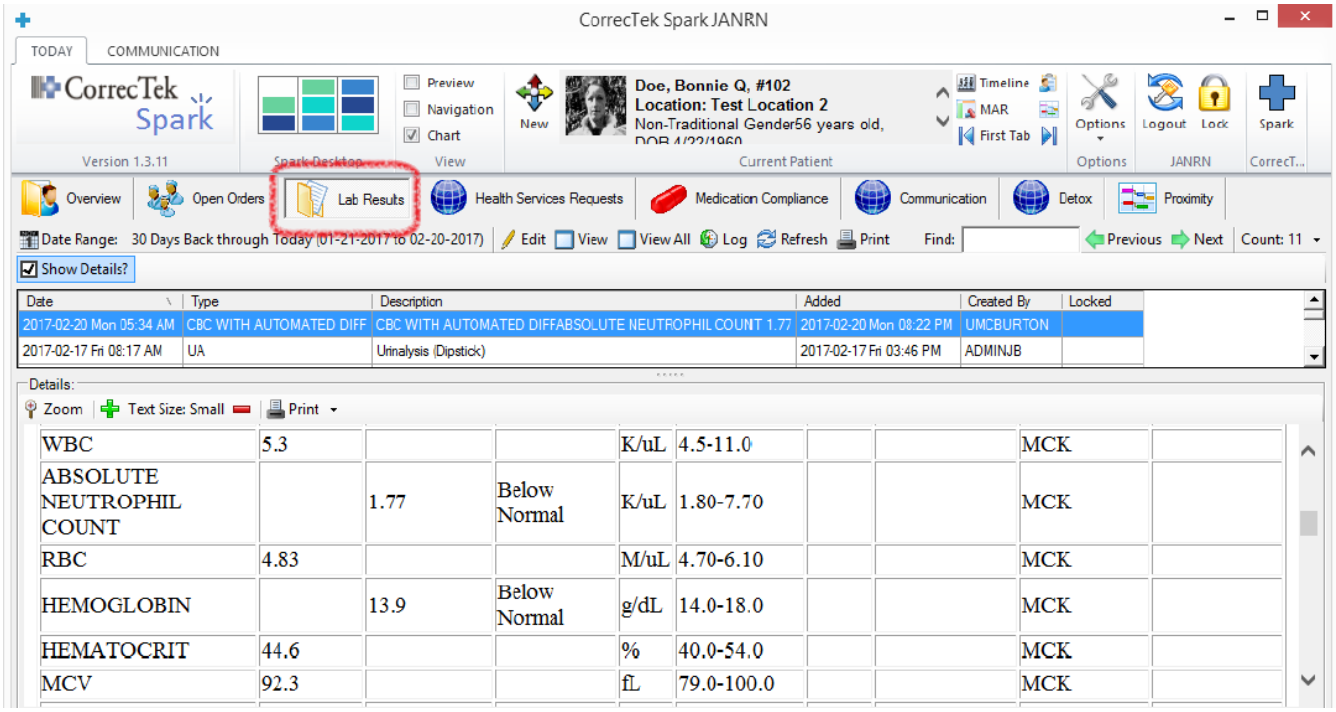
Utilizing an interface with your jail management system, demographic information is transferred directly into the CorrecTek application. The exact pieces of information that can be accessed from your existing system by CorrecTek are limited only by your current jail management application's restrictions. Inmates can be located by name, alias, booking number, gang affiliation or other valid search criteria. CorrecTek prevents the duplication of inmate medical records for those inmates who have returned after previous discharge.

CorrecTek Spark system is compatible with state Health Information Exchanges (HIEs).

Results Capturing and Reporting

Information is captured in the CorrecTek application through pick-lists and quick keyboard strokes. When information is received through an interface, it is automatically stored in the correct inmate medical record. Relevant information can also be received via fax and stored in the appropriate inmate's medical record.

CorrecTek contains extensive reporting capabilities. Our system does not rely on third-party software such as Crystal Reports for report functionality. Since virtually every field in CorrecTek is a reportable field, report capabilities are endless. Prior to implementation, the CorrecTek staff will create every report required by your facility(s).



Lab Results

Document Imaging

Any paper forms received on behalf of the inmate can quickly be scanned and stored in the appropriate medical record. Digital photographs can be stored in CorrecTek.

Photographed documentation of an inmate's condition can be stored at the time of care. Likewise, to prevent identification errors during medication passes and health care visits, an identifying photograph can be assigned to each patient's chart. Video clips and sound files can also be stored in CorrecTek – an ideal solution for storing medical procedure results such as intensive therapies.

Your Medical Unit is required to generate a variety of forms upon request and because the staff is accustomed to working with paper forms, screens will be created in CorrecTek that are similar the appearance of each paper document currently used in the facility. The user simply completes the "form" on the computer screen. If necessary, the form can be merged to a Microsoft Word document and can be printed, faxed, and emailed. Each time a "form" has been created for an inmate, it is saved in the patients chart and the master CorrecTek timeline. Information in the timeline cannot be lost or deleted and the paper form can be quickly reprinted if necessary.

Database Configuration

CorrecTek staff will configure your software database to meet the specific needs of your facility including the creation of screens to appear similar to paper forms, templates used for provider documentation and medication, treatment, diagnostic, and standing orders.

The configuration of the final database will be a significant undertaking. As part of the configuration process, all workflow, forms, and processes will be collected and converted into an electronic format within the CorrecTek EHR.

The process of configuration allows the database to meet the specific needs of the Department. The application does not limit the Department to certain functionality.

Entry screens, reports, records, templates, orders and forms are only a few of the components that are configured for you. Please note: All configuration will be performed by CorrecTek representatives on your behalf.

The CorrecTek Spark system includes a fully integrated electronic medication administration record (MAR). Also included is a treatment administration record (TAR).

eMAR

The Spark MAR:

- Fully integrated - complete medical records are accessible directly from the MAR.
- Supports PRN meds.
- Underlying medication order/prescription available from the MAR.
- Color-coded
- View previous and future MARs as required.
- A user can view the medical record, formularies, result, etc. without leaving MAR.
- Enter inmate requests, To-Do's, orders, etc. in the EHR without leaving the MAR.
- Supports an unlimited number of shifts and shift descriptions.
- Updates inventory levels as medications are dispensed.
- Contains an audit log to track every action and the user who performed the action.
- Generate reports from MAR data.

During Med Pass/Pill Call:

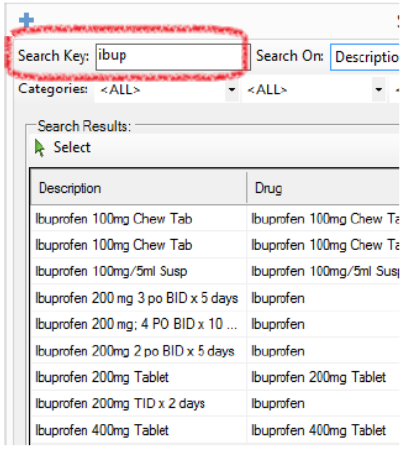
- Med Pass reports are automatically generated.
- Med Pass reports can be presented by housing location, by name and a variety of other methods.
- Patient's acceptance/refusal is documented during the Med Pass.
- Support the use of biometric technology - bar codes, fingerprint, etc.
- Photographs are used for inmate identification.

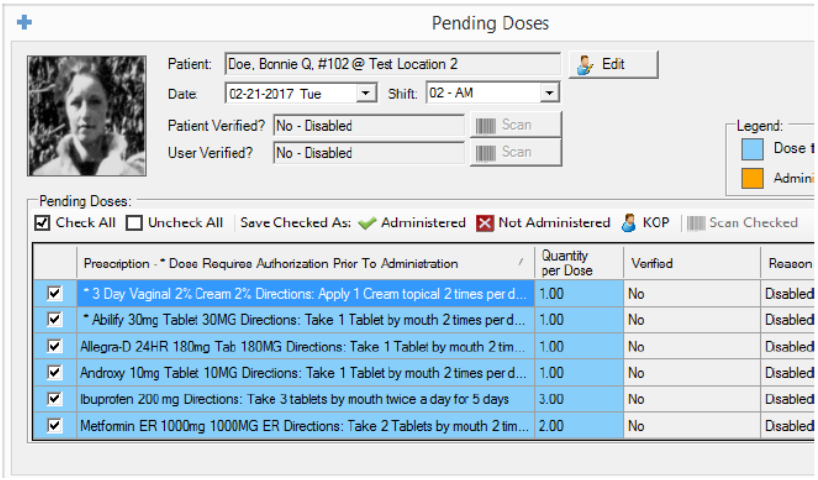
Spark has a fully integrated eMAR. A patient’s current medications, allergies, and current medical problems are all viewable on the eMAR, with all inmate information accessible from the eMAR. Medication administration is recorded at the actual time it is given and recorded in the system. The eMAR is color-coded to show doses administered/missed, allowing for easy viewing of offender’s past medication compliance. The CorrecTek Spark System’s report writer can generate medication reports for any number of non-compliance issues for review by providers.

The eMAR has the ability to incorporate barcode scanners to assist in accessing a patient’s MAR and medications quickly and accurately. The use of a Pending Doses tab allows the user to quickly document multiple doses at one time, rather than documenting each dose separately.

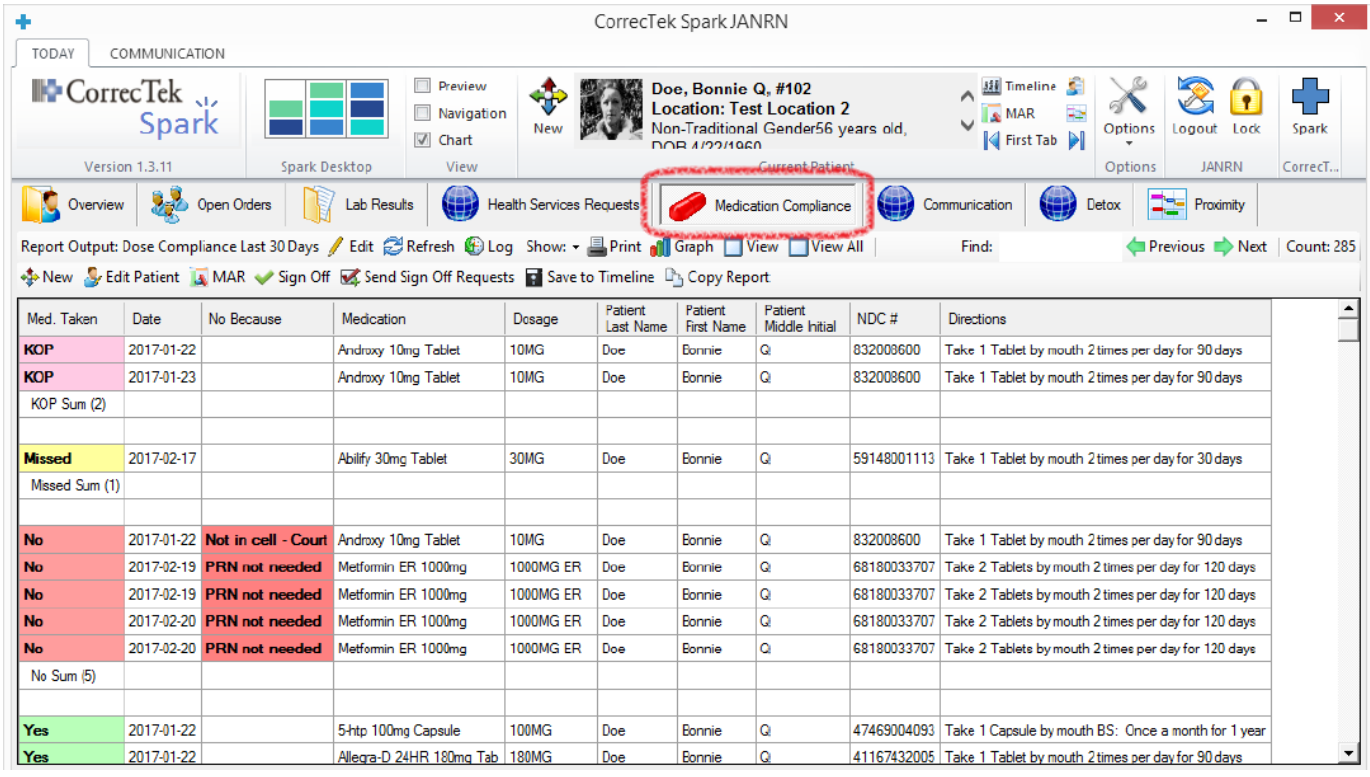
Medication Order Entry
Rapid Rx selection
Just type a few letters
Auto-send to Pharmacy

Drug Administration
Rapid Outcome Selection--Yes, No, KOP
Full EHR Integration for easy chart access
Options: Barcode to verify Patient, Drug, and even User. Signature pad support for Consent / Refusal.





Medication List in Spark EHR



Medication Compliance

TAR (Treatment Administration Record)

The CorrecTek Spark System contains a sophisticated orders system and associated TAR (Treatment Administration Record) to ensure medical tasks are performed in a timely manner. Results, like blood pressure readings, can be quickly documented in the application.

The Order Based TAR (Treatment Administration Record) included in the CorrecTek Spark System:

- Supports all orders.
- Orders can be assigned to individual staff members or departments.
- Completed orders can automatically trigger the creation of new orders in the EHR.
- Allows for decision making support.
- Clinical records can be 'inserted' in the order as part of documentation.
- Supports approvals and sign-offs of orders.
- Contains an audit log that records every action and the users who performed them.

Dental Capabilities

The Spark database comes standard with protocols/templates for a dental exam, extraction and sick call. It also allows for basic dental imaging.

We do offer an Advanced Dental Suite with enhanced documentation functionality (please see pricing in the "Optional Services" portion of the quote). It contains an interactive graphic tooth chart that allows the user to document existing, planned, and completed treatments using typical dental colors and symbols. It supports ADA codes for documenting dental procedures and contains an interactive periodontal chart that allows the user to quickly record pocket depths, recession, CAL levels, MGJ values, bleeding, suppuration, furcation, and mobility.

Inventory Management

The Spark EHR contains inventory functionality to assist with tracking pharmaceuticals and supplies.

- Fully integrated inventory routines
- Track equipment, medication, supplies, etc.
- Can be tied to medication orders/prescriptions; Medication dispensation automatically reduces the inventory level
- Supports inventory re-order levels, minimum and maximum quantities
- Fully reportable

The Spark EHR can support inventory for pharmaceuticals and supplies using the inventory functionality integrated into the application. Minimum and maximum inventory levels, as well as a re-order level, can be set and used to monitor inventory levels of pharmaceutical and supplies. Re-order levels can be used to alert users when it is time to place an order for an item, but the application will not

The CorrecTek Spark System has the ability to locate inventory items based on their assigned barcode value. When combined with client determined reorder levels, authorized users can monitor inventory levels. If using the inventory feature of the CorrecTek Spark System, medications that are cancelled would be returned to stock.

Physical Records Management

Spark can support options for scanning hard copy records into the system, including search capabilities.

- Supports historic, scanned records.

- Stores scanned images in their native file format.
- Supports all major Microsoft Windows file formats.
- Supports photographs for identifications and condition history.
- Supports the storage of sound and video files.

Scanned documents are stored by category and are assigned to individual health records for easy access.

Administration and Reporting Tools

It provides unparalleled reporting and accountability, the capacity to measure staff productivity and can serve as a tool to ensure compliancy to nationally recognized standards of care. Full reporting capabilities, virtually all fields in Spark are reportable.

CorrecTek contains extensive reporting capabilities. Our system does not rely on third-party software such as Crystal Reports for report functionality. Since virtually every field in Spark is a reportable field, report capabilities are endless. Prior to implementation, the CorrecTek staff will create every report required by your facility(s). The Spark EHR Report Writer is very sophisticated and can accommodate reporting requirements for data elements entered into the system.

The CorrecTek Spark System has the ability to track facility statistics using the report writer. Reports can be centralized for individual providers, facility statistics, and system wide statistics. Defined time parameters can be included in these reports.

The CorrecTek Spark System reporting tool can be configured to provide feedback in support of continuous quality improvement. Reports can be generated for different time frames as needed (daily, monthly, quarterly, yearly, etc.).

Implementation Model

Transitioning from a paper based medical operation to a state-of-the-art paperless correctional EHR system requires the right project management team. At CorrecTek, Inc. we pride ourselves in the way we guide this process, teach end users and implement our products.

With over a decade of experience training medical healthcare providers in the conversion to EHR, CorrecTek's implementation team understands how to make your transition to electronic health records a successful process. CorrecTek also offers a full eLearning Library to all clients at no charge. Coupled with dedicated project management professionals, configuration specialists, interface developers, and Kentucky-based technical support representatives, the CorrecTek Spark system is the total solution.

CorrecTek HUB

If your facility transfers inmates from/to another CorrecTek facility, you should consider the CorrecTek HUB. The CorrecTek HUB will allow you to electronically send and receive medical records quickly and securely with authorized partner facilities.

Reduce staff time and potentially even the need for duplicate testing by retrieving medical records from other jails via the CorrecTek HUB.

Note the CorrecTek HUB does not store any medical records, it simply acts as a conduit to electronically share medical records between two correctional facilities that both use the CorrecTek EHR (both CorrecTek 2014 and CorrecTek Spark are supported).

CorrecTek EHR for U.S. Immigration and Customs Enforcement (ICE)

Housing U.S. Immigration and Customs Enforcement (ICE) detainees introduces unique requirements within a correctional facility.

We have several private and government facilities using the CorrecTek Spark EHR to manage healthcare documentation for ICE detainees. For those customers, we have incorporated ICE-specific documentation needs within CorrecTek Spark and can do the same for you.

The CorrecTek Spark Electronic Health Records (EHR) system can enhance your ability to meet ICE-specific requirements for medical, dental, and behavioral health services.

You can eliminate the problems of paper charts, and better meet the needs of ICE by modernizing your facility around the CorrecTek Spark EHR.

In Conclusion

CorrecTek, Inc. provides sophisticated, complete, correctional-specific solutions along with a proven, full-service implementation methodology. Coupled with 24/7 live technical support and ongoing service after the sale, CorrecTek, Inc. is the EHR provider of choice.

CorrecTek EHR Full Service Implementation Plan – Executive Overview

CorrecTek offers a full service implementation methodology for transitioning a correctional facility to the **CorrecTek EHR**. The **CorrecTek** implementation is a phased approach led by the **CorrecTek Implementation Coordinator**. Some phases may be optional, and execution of some phases will overlap.

The standard phases of the **CorrecTek** full service implementation plan are as follows:

1. **Project Kick-Off**
   The goal of this phase is to introduce the primary stakeholders and outline the steps of the remaining phases of the implementation.
2. **Infrastructure Readiness**
   The goal of this phase is to ensure I.T. staff has all infrastructure requirements in place to provide optimal performance, security, and reliability of the **CorrecTek EHR** application.
3. **EHR Application Requirements**
   In this phase the customer evaluates the existing processes, forms, and reports provided with the **CorrecTek EHR** system and determines what changes, if any, are needed to make sure the **CorrecTek EHR** is properly configured to meet the customer's business requirements.
4. **CorrecTek Database Configuration**
   In this phase the **CorrecTek Configuration Team** will "build out" or "configure" the customer's production database to ensure that all changes requested from **Phase 3 – EHR Application Requirements** are properly configured and tested in the production database.
5. **Interface Development**
   In this phase the **CorrecTek Interface Development Team** will work with third-party vendors (e.g. jail management, pharmacy, laboratory, etc.) to make certain the **CorrecTek EHR** can share information (interface) with third-party systems, as contracted to do so by the customer.
6. **User Acceptance Testing – Optional**
   If the customer has contracted with **CorrecTek** for the **User Acceptance Testing Phase**, **CorrecTek** will provide formal training to the customer on how to perform user acceptance testing of forms, processes, workflows, reports, and/or third-party interfaces.
7. **Finalize Training Schedule**
   In this phase the **CorrecTek Implementation Coordinator** and the customer will define a training plan to include users to be trained, the training schedule, and on-site training resources.
8. **Technical Dress Rehearsal**
   CorrecTek Support and local I.T. will check connectivity, workstations, and peripheral devices.
9. **Customer Chart Preparation**
   In this phase, after receiving online training from **CorrecTek**, the customer will perform "chart prep" for all patients as a precursor to using the **CorrecTek EHR** in a production setting.
10. **Data Migration - Optional**
    Old medical records (paper charts or legacy software) will be entered in the **CorrecTek EHR**.
11. **End-User Training / End-User Go-Live**
    This phase consists of two parts, 1) user training, and 2) go-live. **CorrecTek** staff will typically be on-site to train all users and then immediately assist the users as they "go live" with the system.
12. **Post Go Live**
    In this phase, the customer is transitioned to **CorrecTek Support** for assistance going forward.

CorrecTek EHR Full Service Implementation Plan

Phase 1 – Project Kick-Off

The goal of this phase is to introduce the primary stakeholders and outline the steps of the remaining phases of the implementation.

The **Project Kick-Off Phase** can usually be accomplished via one or more phone conferences led by the **CorrecTek Implementation Coordinator** and in coordination with the designated project leadership from the customer.

During the joint phone conferences, the goal will be to accomplish the following:

A. Introduction of all stakeholders
B. Identification of all third party vendors for interface purposes
C. Expectations/Responsibilities of all stakeholders.
D. High-level discussion of remaining phases.

Deliverables:

A. Contact Information (e.g. email addresses, phone numbers, etc.) to be shared
B. This document (**CorrecTek EHR Full Service Implementation Plan)** is provided by **CorrecTek** to the customer.

CorrecTek EHR Full Service Implementation Plan

Phase 2 - Infrastructure Readiness

The goal of this phase is to ensure I.T. staff has all infrastructure requirements in place to provide optimal performance, security, and reliability of the **CorrecTek EHR** application.

The **CorrecTek Implementation Coordinator** will coordinate phone conferences with local I.T. staff, any contracted I.T. staff, and any hosting vendors (if the customer has contracted for hosting services) to ensure that proper responsibilities are known and expectations are set.

The **CorrecTek Implementation Coordinator** will provide technical documentation to I.T. staff to assist in confirming that the correct infrastructure is in place for the **CorrecTek EHR.**

Deliverables:

1. **CorrecTek** to provide the following to I.T. staff:
    a. **CorrecTek EHR Technical Requirements Document**
    b. **CorrecTek EHR Infrastructure Readiness Checklist**

2. I.T. staff to provide back to **CorrecTek**:
    a. Completed **CorrecTek EHR Infrastructure Readiness Checklist**

CorrecTek EHR Full Service Implementation Plan

Phase 3 - EHR Application Requirements

In this phase the customer evaluates the existing processes, forms, and reports provided with the **CorrecTek EHR** System and determines what changes, if any, are needed to make sure the **CorrecTek EHR** is properly configured to meet the customer's business requirements.

There are several steps required to complete this phase:

1. The **CorrecTek Implementation Coordinator** will provide a **Health Services Assessment Questionnaire** and a **CorrecTek Configuration Spreadsheet** to the customer with instructions on how to complete both documents. The **Health Services Assessment Questionnaire** is used to help CorrecTek understand the processes and needs of the people that provide medical, dental, and behavioral health services in the correctional facility. The **CorrecTek Configuration Spreadsheet** is used to specifically define every form, order, and report required by the customer, and that will be implemented using the **CorrecTek EHR**.

2. The customer will be required to complete both documents mentioned in step one, above.

3. The **CorrecTek Implementation Coordinator** will typically travel on-site for face-to-face meetings with the customer's designated stakeholders. If possible, during this visit the customer can provide the **CorrecTek Implementation Coordinator** with a "walk-through" of the customer's facilities for assistance in understanding the customer's workflow for medical, dental, and behavioral health.

4. This phase**, Phase 3 – EHR Application Requirements,** is not considered to be complete until the customer can provide the completed documents (**Health Services Assessment Questionnaire** and **CorrecTek Configuration Spreadsheet**) back to **CorrecTek**.

Deliverables:

1. **CorrecTek** will provide to the customer:
    a. **Health Services Assessment Questionnaire**
    b. **CorrecTek Configuration Spreadsheet**

2. The customer will provide to **CorrecTek** completed versions of
    a. **Health Services Assessment Questionnaire**
    b. **CorrecTek Configuration Spreadsheet**

CorrecTek EHR Full Service Implementation Plan

Phase 4 - CorrecTek Database Configuration

In this phase the **CorrecTek Configuration Team** will "build out" or "configure" the customer's production database to ensure that all changes requested from **Phase 3 – EHR Application Requirements** are properly configured and tested in the production database.

Once the customer has provided **CorrecTek** with the completed versions of the **Health Services Assessment Questionnaire** and the **CorrecTek Configuration Spreadsheet**, the **CorrecTek Configuration Team** will create a "production" **CorrecTek EHR** database for the customer.

Depending on the number of changes requested by the customer to the initial **CorrecTek Database**, this process can take one or more weeks.

Customers will usually request changes for their Intake, H&P, Nursing Protocols, and occasionally, site-specific forms. If the customer houses U.S. Immigration and Customs Enforcement (ICE) detainees, or other non-local governmental agency inmates, additional time may be required for inclusion of forms and reports for these organizations.

In addition to forms, orders, reports, and workflows, other elements to "configure" on behalf of the customer will include usernames, department membership, and various lists or dictionaries of choices for such things as reasons for refusal, shift names, facility locations, etc.

This phase is considered "complete" when the **CorrecTek Configuration Team** has fully configured the database and it is installed and ready for use by the customer in a production environment.

Deliverables:

1. Completed **CorrecTek EHR** Production Database per customer requirements.

CorrecTek EHR Full Service Implementation Plan

Phase 5 - Interface Development

In this phase the **CorrecTek Interface Development Team** will work with third-party vendors (e.g. jail management, pharmacy, laboratory, etc.) to make certain the **CorrecTek EHR** can share information (interface) with third-party systems, as contracted to do so by the customer.

This phase is driven by the **CorrecTek Interface Development Team** but requires participation of the technical staff of third-party vendors.

The **CorrecTek Implementation Coordinator** and/or the **CorrecTek Interface Development Team** can contact and work with third-party vendors, but it will be the customer's responsibility to initially notify third-party vendors of this project and handle any concerns related to payment and/or participation raised by third-party vendors.

CorrecTek has developed interfaces with many companies that supply systems and software in the correctional marketplace, including but not limited to: offender management systems, pharmacy systems, commissary systems, laboratory systems, radiology systems, hospitals, and health information exchanges. However, even if CorrecTek has previously interfaced with a specific vendor at another location, there is still a considerable effort of setup and testing that must be performed for every customer. Failure to properly set up and test interfaces can be detrimental to correctional staff productivity, and even life-threatening to the patient with regards to the pharmacy interface.

Some correctional facilities may not use a commercial product and will instead have their own system(s) developed in-house. The **CorrecTek Interface Development Team** has extensive experience with in-house developed systems and can work with the correctional site's developers to ensure a secure reliable interface between in-house systems and the **CorrecTek EHR**.

Typically, at a minimum, the offender management interface with **CorrecTek** must be in place before the **CorrecTek EHR** can be utilized in production. The customer also has the discretion to require that other interfaces are developed, implemented, and tested before "going live" with the **CorrecTek EHR**.

Often times though, the customer will choose to "go live" without all interfaces in place as the necessity of moving to the **CorrecTek EHR** (and abandoning paper) is more important than waiting on completion of all interfaces. These decisions are handled on a case-by-case basis.

Deliverables:

1. CorrecTek will provide the appropriate **CorrecTek Interface Technical Requirements Document** to the appropriate third-party vendor.
2. Completion of all contracted interfaces between the **CorrecTek EHR** and third-party systems.

CorrecTek EHR Full Service Implementation Plan

Phase 6 - User Acceptance Testing – Optional

If the customer has contracted with **CorrecTek** for the **User Acceptance Testing Phase**, **CorrecTek** will provide formal training to the customer on how to perform user acceptance testing of forms, processes, workflows, reports, and/or third-party interfaces.

This is an optional phase typically only contracted by facilities and/or organizations with an increased need for quality assurance steps. Depending on the level of testing required by the customer, and whether or not interfaces are to be formally tested by the customer, this phase can last several weeks or longer.

CorrecTek cannot perform **User Acceptance Testing**; by definition only the **user** (customer) can perform **User Acceptance Testing**. However, **CorrecTek** can provide guidance through the form of training and documentation on how to perform **User Acceptance Testing**.

The customer will typically select a small number of subject matter experts (no more than 8 total) that will be expected to perform all **User Acceptance Testing**. CorrecTek will provide these selected testers the standard training on how to use the **CorrecTek EHR** as well as training specific to testing. Please note that the purpose of this training is only to assist the customer in preparation for **User Acceptance Testing**; this training is not designed for, or to be used for, any end-user training in the production use of the **CorrecTek EHR.** Expanding the scope of **User Acceptance Testing** beyond acceptance testing is not supported or allowed.

Once trained on how to use, create test data, and actually test configuration of the **CorrecTek EHR**, it will be the customer's responsibility to test some or all of the forms, orders, reports, workflows, and dictionaries as configured by the **CorrecTek Configuration Team,** per the requirements supplied by the customer in **Phase 3 – EHR Application Requirements**.

CorrecTek will provide a formal process for reporting any discrepancies in the **CorrecTek EHR** configuration that may be uncovered during **User Acceptance Testing**. Discrepancies uncovered that are not the fault of CorrecTek, (for example, failure of the customer to provide the latest version of a specific form needed) may result in additional charges/time billed to the customer. CorrecTek will make every attempt to correct all types of discrepancies in a reasonable amount of time, but depending on the effort/time required, there may be a lag between the reporting of a discrepancy and its resolution.

The customer will decide when the **User Acceptance Testing Phase** is complete and the **CorrecTek Database** is ready for production use.

Deliverables:

1. Documentation on how to perform **User Acceptance Testing**
2. Documentation on how to request a change in the database "configuration".

CorrecTek EHR Full Service Implementation Plan

Phase 7 - Finalize Training Schedule

In this phase the **CorrecTek Implementation Coordinator** and the customer will define a training plan to include users to be trained, the training schedule, and on-site training resources.

It is expected that all intended users of the **CorrecTek EHR** will receive formal training by **CorrecTek**. Training is based on job duties, that is, nurses receive specific training related to nursing duties, providers receive specific training related to their needs, etc.

CorrecTek does provide an on-line, free, e-Learning library for the **CorrecTek EHR** that is available to any person interested in getting a head start on the formal training to be provided by **CorrecTek**. The entire course work is online for all classes at **CorrecTek's** website: www.correctek.com.

Training is provided by **CorrecTek** employees typically onsite at the customer's facility. **CorrecTek** will provide a training laboratory consisting of computer workstations, a computer server, and a wireless network. This training laboratory is self-contained, and there is no need for internet access for training.

If training is on-site, the customer is expected to supply one or more conference rooms to be used exclusively by **CorrecTek** during the training dates to accommodate all classes. Additional rules/guidelines related to training such as cell phone usage, start/stop times, etc., will be provided to the customer by **CorrecTek**.

Prior to the training, the customer is to provide a list of all users to be trained as well as the job titles of those users. **CorrecTek** will use this list of users and their job duties to plan a training schedule that maximizes the time available for training.

Deliverables:

CorrecTek to provide to the customer:

1. **CorrecTek New User Introduction** Document
2. Final training schedule of classes and users assigned to attend each class.

Customer to provide to **CorrecTek**:

1. List of all users to be trained include job titles and duties.

CorrecTek EHR Full Service Implementation Plan

Phase 8 – Technical Dress Rehearsal

CorrecTek Support and local I.T. will check connectivity, workstations, and peripheral devices.

Prior to production use of the **CorrecTek EHR** by the customer, **CorrecTek Support** and local I.T. will conduct a **Technical Dress Rehearsal** to ensure that connectivity to the **CorrecTek** database is available and that all necessary devices are functioning properly.

The following items are typically verified for proper operation:

1. Connectivity to **CorrecTek EHR** and the database server.
2. Wireless networks
3. Computer workstations
4. Scanners
5. Printers
6. Bar Code Readers
7. Signature Pads
8. User Account Logins

Depending on the number of devices to be verified and the number of problems encountered, execution of this "**Technical Dress Rehearsal**" may take a half to full day.

Deliverables:

1. CorrecTek will provide a **Technical Dress Rehearsal Summary** to the customer.

CorrecTek EHR Full Service Implementation Plan

Phase 9 - Customer Chart Preparation

In this phase, after receiving online training from **CorrecTek**, the customer will perform "chart prep" for all patients as a precursor to using the **CorrecTek EHR** in a production setting.

The goal of **Phase 9 – Customer Chart Preparation** is to have selected customer staff "prep" or "build" the **CorrecTek EHR** patient medical record for all patients currently in the customer's facility. This is a necessary step to ensure that all relevant medical information is present in each patient's chart so that when production use of the **CorrecTek EHR** begins, the medical providers and staff will have immediate access to pertinent medical records via the **CorrecTek EHR**.

Prior to the commencement of chart prep, the interface between the facility's offender management system and the **CorrecTek EHR** must be in place and functioning properly. The proper functioning of this interface will allow for a data dump of all patient names, demographic information, identifying photographs, and cell locations from the offender management system into the **CorrecTek EHR**.

To "prep" a patient's chart, the user will enter the following information into the patient's medical record:

1. Patient Allergies
2. Patient Problems
3. Patient Past Medical History
4. Patient Orders (both medication and non-medication)

Of course, it is important for all medical information to be properly entered into the patient's medical record, but the outstanding **medication orders** are critical. The medication orders will drive medication administration as well as reorder of drugs when existing orders are completed. Failure to properly "prep" the patient's chart for medication orders can affect patient safety as drugs may not be administered or re-ordered at the proper times. It is typically suggested that staff members responsible for medication administration should be selected to perform chart prep of medication orders.

CorrecTek will provide online/phone training to designated customer staff on how to perform "chart prep." Typically, the chart prep process requires one to two weeks of customer staff time. Immediately after chart prep is complete, it is expected that the customer will "go live" with the **CorrecTek EHR.**

Deliverables:

1. **CorrecTek** will provide documentation and training on how to perform chart prep.
2. The customer will perform chart "prep" for all patients in the facility.

CorrecTek EHR Full Service Implementation Plan

Phase 10 – Data Migration - Optional

Old medical records (paper charts or legacy software) will be entered in the **CorrecTek EHR**.

This is an optional phase that may be accomplished in one (or both) of two ways:

1. Scan in old paper charts
2. Perform a data migration of data from a legacy system to **CorrecTek**.

Some facilities choose to scan in old paper charts (medical records) and some do not. If the facility is transitioning from a legacy software system that contains medical records, the customer may have contracted with **CorrecTek** to perform an electronic data migration of those records into the **CorrecTek EHR**.

Scan In Paper Charts:
If the customer has decided to scan old paper charts into the **CorrecTek EHR** as digital images, **CorrecTek** can offer online training and guidance on how best to scan in old paper charts. The process of scanning in old paper charts may be an ongoing process that continues from before going "live" with the **CorrecTek EHR** to several months after going "live". The customer is responsible for scanning old paper charts; **CorrecTek** does not offer this service. If a third party is contracted to perform scanning services, **CorrecTek** can offer guidance to that third party vendor.

Data Migration:
If the customer has contracted with **CorrecTek** to perform a data migration, **CorrecTek Development** will work with the legacy software vendor to coordinate a data export from the legacy system in an industry standard file format that is recognizable by the **CorrecTek EHR** (for data import). In some cases, the data migration may require multiple data dumps depending on the size of the data to be migrated.

For a data migration, the customer will be responsible for reviewing imported data to verify accuracy of the imported data.

A data migration process may continue after the customer goes "live" with the **CorrecTek EHR**.

Deliverables:

1. **CorrecTek** will provide documentation and training on scanning in old medical paper charts.
2. **CorrecTek** will provide the **CorrecTek Data Migration Guide** to the customer and the appropriate legacy software vendors.
3. Once data migration is complete, the customer must review and verify the accuracy of imported data.

CorrecTek EHR Full Service Implementation Plan

Phase 11 - End-User Training / End-User Go-Live

This phase consists of two parts, 1) user training, and 2) go-live. **CorrecTek** staff will typically be on-site to train all users and then immediately assist the users as they "go live" with the system.

Part 1 – User Training:

For end-user training, **CorrecTek** typically sends a team of trainers on-site to perform classroom training for all intended users of the **CorrecTek EHR**. **CorrecTek** will provide a self-contained training laboratory with all necessary computers/servers/etc., to accommodate training classes. The customer will supply one or more conference rooms to serve as dedicated training areas. It is expected that every user that is to use the **CorrecTek EHR** will attend one or more training classes.

Training classes are organized based on job duties. For example, nurses will receive nurse-specific training; providers will receive provider-specific training; administrators will receive administrative-specific training, etc. User manuals and job aids will be provided for each trainee. After a training class, trainees will be asked to provide anonymous feedback on the quality and content of training.

CorrecTek does provide an on-line, free, e-Learning library for the **CorrecTek EHR** that is available to any person interested in getting a head start on the formal training to be provided by **CorrecTek**. The entire course work is online for all classes at **CorrecTek's** website: correctek.com.

Sample Class Sessions

Monday	12pm-4pm User Session	6pm-10pm User Session	
Tuesday	7am-11am User Session	12pm-2pm Admin Session	2pm-6pm User Session
Wednesday	8am-12pm User Session	1pm-5pm Practice Session	
Thursday	8am-5pm Advanced Dental Session		

Part 2 – Go Live:

Sample Go Live Schedule

- Friday, Saturday, Sunday, Monday--John Baker Public Safety Center—2 resources working 7am-4pm, 1 resource working 3pm-12am, 1 resource working 11pm-8am
- Tuesday, Wednesday, Thursday, Friday--Wake County Detention Center--2 resources working 7am-4pm, 1 resource working 3pm-12am, 1 resource working 11pm-8am

Go-Live commences the day after training ends. "Go-Live" means that the medical staff and providers are using the **CorrecTek EHR** in a production setting to document all care given on behalf of all patients. **CorrecTek** staff will be onsite to assist users as they perform their various job duties. Typical areas of assistance include (but are not limited to): Med Pass, Intake, Sick Call, Provider Visits, etc.

Discrepancies in configuration may be uncovered during training and go-live. This is normal. It is impossible to test every item or to fully know how the **CorrecTek EHR** may be utilized by providers and staff. **CorrecTek** will make every effort to quickly resolve any discrepancies in configuration discovered during training and go-live. Typically 95 to 100% of all discrepancies are resolved within 1 business day.

At the conclusion of this phase, the customer should be confident in their use of the **CorrecTek EHR**, though probably not back to 100% efficiency, which will come with time and daily use of the software.

Deliverables:

CorrecTek will provide the following:

1. Training Laboratory
2. Job Aids and User Instruction Manuals
3. Training and Go-Live Assistance
4. Training & Go Live Synopsis (at the conclusion of Go Live)

CorrecTek EHR Full Service Implementation Plan

Phase 12 - Post Go Live

In this phase, the customer is transitioned to **CorrecTek Support** for assistance going forward.

At the conclusion of **Phase 11 - End-User Training / End-User Go-Live**, the **CorrecTek** training team will leave the customer's facility.

The **CorrecTek Implementation Coordinator** will provide instruction to the customer on how to contact the **CorrecTek Support** Department for assistance going forward on an as-needed basis.

If the customer has contracted for optional services such as the **CorrecTek Advantage Program** or the **CorrecTek Account Manager Program**, the **CorrecTek Implementation Coordinator** will also provide information on how to begin participation in these programs.

Once a hand-off is made by the **CorrecTek Implementation Coordinator** to the **CorrecTek Support Department**, the **CorrecTek Implementation Coordinator** will no longer serve as the customer's point of contact.

The hand-off to **CorrecTek Support** is the last step of the **CorrecTek EHR Full Service Implementation Plan**, and at that time this **CorrecTek EHR Implementation** project will be considered complete.

Note that some phases (Interface Development and Data Migration) may continue after the customer has gone "live" with the **CorrecTek EHR**. Your **CorrecTek Implementation Coordinator** will continue to manage those ongoing phases until completion, but all other concerns of the customer will be handled through the **CorrecTek Support Department**.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into by and between LICENSOR CorrecTek, Inc. (CORRECTEK), a Kentucky corporation with a place of business at 1640 McCracken Blvd., Paducah, Kentucky 42001, and LICENSEE FACILITY NAME ("CLIENT"), with a mailing address at ADDRESS. The effective date of this Agreement shall be the last date executed below ("Effective Date").

RECITALS

A. CORRECTEK, Inc. is the owner of a comprehensive software system, CORRECTEK EHR, designed to replace another software system or a paper-based system of medical department management.

B. CLIENT is a law enforcement agency operating a correctional facility desiring to enter into a Licensing Agreement for the non-exclusive right to utilize CORRECTEK in a Correctional Facility Medical Department setting.

C. CLIENT desires to obtain a license to certain CORRECTEK software and technology, in order to replace another software system or a paper-based system of medical department management. CORRECTEK is willing to grant CLIENT such a license upon the terms and conditions set forth below.

D. "SOFTWARE" means the CORRECTEK EHR software developed or acquired by CORRECTEK to replace another software system or a paper-based system of medical department management.

E. "AUTHORIZED USER" (User) means any employee or contractors of CLIENT and/or designated vendors.

F. "SUPPORTING RESOURCES" is defined as printed or electronic user manuals, technical guides, training resources, etc. provided by CORRECTEK to aid in the use of the SOFTWARE.

G. "TRAINING AND GO-LIVE" is defined as time when CorrecTek resources are on-site at the facility to train staff and assist staff with the initial use of the software.

H. "GO-LIVE" means the moment at which the software is initially used in a production environment.

I. "INTERFACE" is defined and referenced in all applicable addendums attached hereto and incorporated herein.

J. "IMPLEMENTATION COORDINATOR" The CORRECTEK PROJECT MANAGER has the overall authority and responsibility for managing and executing this project

K. "FACILITY PROJECT LEADER" is the member of the CLIENT'S organization that promotes the project and is responsible for ensuring the completion of CLIENT deliverables.

AGREEMENT

1. GRANT OF RIGHTS
   1.1. Subject to payment of applicable license fees, CORRECTEK grants CLIENT a non-exclusive and non-transferable license to use the executable code version of the SOFTWARE and accompanying SUPPORTING RESOURCES by AUTHORIZED USERS, according to the terms and conditions of this agreement.
   1.2. CLIENT agrees that CLIENT is prohibited from performing, and will not perform any of the following actions:
      1.2.1. Use the SOFTWARE except as authorized herein
      1.2.2. Modify or create any derivative works of any SOFTWARE or SUPPORTING RESOURCES, including the translation or localization
      1.2.3. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for SOFTWARE (except to the extent applicable laws specifically prohibit such restriction)

1.2.4. Redistribute, encumber, sell, rent, lease, sublicense, or use the SOFTWARE in a timesharing or service bureau arrangement, or otherwise transfer rights to any SOFTWARE

1.2.5. Copy the SOFTWARE (except for an archival copy which must be stored on media other than a computer hard drive) or SUPPORTING RESOURCES (copies shall contain the notices regarding proprietary rights that were contained in the SOFTWARE originally delivered by CORRECTEK)

1.2.6. Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels in the SOFTWARE

1.2.7. Modify any header files or class libraries in any SOFTWARE

1.2.8. Create or alter source or development tables or reports relating to the database portion of the SOFTWARE

1.2.9. Access CORRECTEK database tables or other CORRECTEK data storage outside the use of the SOFTWARE unless otherwise authorized by CORRECTEK

1.2.10. Use CORRECTEK SOFTWARE on a computer system that has more workstations or computers than have been licensed from other vendors

1.3. Assignment of Rights. As additional consideration, CLIENT agrees that it will transfer and assign all rights to any configuration, add-ons, modules or source code developed by CORRECTEK and entered by AUTHORIZED USERS into existing area formats of the SOFTWARE that CLIENT creates, uses or embeds in or as part of its use of the SOFTWARE to CORRECTEK irrevocably and forever.

1.4. No Other Licenses. The licenses granted under this Agreement are specifically set forth herein, and no licenses are granted by CORRECTEK to CLIENT by implication or estoppels.

2. INSTALLATION AND ONGOING MAINTENANCE

2.1. CORRECTEK will provide the CORRECTEK SOFTWARE and database to the appropriate CLIENT IT personnel for implementation. It will be the sole responsibility of CLIENT IT to install the initial database, CORRECTEK SOFTWARE and any subsequent updates.

2.2. CLIENT acknowledges that the following duties are NOT the responsibility of CORRECTEK:

2.2.1. Maintaining a functioning network.

2.2.2. Maintaining any servers or workstations related to the CORRECTEK SOFTWARE including but not limited to backups, Microsoft SQL Server database maintenance, system performance, or anti-virus monitoring.

2.2.3. Managing AUTHORIZED USER log in names and passwords.

2.2.4. Implementing, updating, or troubleshooting printers or peripheral devices including, but not limited to: document scanners, signature pads, barcode readers or fingerprint readers.

2.2.5. Any other administrative duties typical of an Information Technology organization.

2.3. CLIENT acknowledges that CLIENT or CLIENT IT vendor is responsible for implementing their own change management process for new CORRECTEK SOFTWARE releases prior to installing a new build in the production environment.

2.4. User Acceptance Testing

2.4.1. Development – CorrecTek SOFTWARE is an off-the-shelf Electronic Health Record application. Client will not be involved in testing the development of the software, as this process takes place prior to purchase.

2.4.2. Configuration – Client will not be involved in testing the completed configuration of the software, unless otherwise outlined in Exhibit 1.

3. FEES AND TAXES

3.1. CLIENT shall pay fees to CORRECTEK, Inc. according to the fee schedule set forth in Exhibit 1 attached hereto and incorporated herein by reference.

3.2. The license fees due hereunder are exclusive of any applicable taxes. CLIENT shall pay all taxes, including any sales and/or use tax (and any related interest/penalty), imposed as a result of the existence or operation of this Agreement, except any income tax upon CORRECTEK by any governmental entity. Sales tax will be charged unless CLIENT provides a valid Sales Tax Exemption Certificate.

3.3. Taxes. In addition to any other payments due under this Agreement, CLIENT agrees to reimburse and hold CORRECTEK harmless from any sales, use, excise import or export, value added or similar tax or duty, or any other

tax not based on CORRECTEK's net income, and any governmental permit and license fees, customs fees and similar fees levied upon delivery of the deliverable and/or services hereunder which CORRECTEK may incur in respect of this Agreement.

4. PAYMENT

4.1. CLIENT agrees to pay according to payment terms on Exhibit 1.

4.2. Support and upgrade fees will commence on the first day of the month in which "GO-LIVE" is scheduled to occur unless alternate terms are attached hereto as an attachment in which case terms defined in the attachment shall prevail. This rate will remain in effect for a period of ONE (1) YEAR after commencement of this Agreement. Thereafter, CorrecTek may increase the Monthly Technical Support and Upgrade Fee by sending written notice of such increase at least sixty (60) days prior to the annual contract renewal.

4.3. Payment of any other amount, including subsequent monthly payments owed by CLIENT to CORRECTEK pursuant to this Agreement shall be paid within thirty (30) days following invoice from CORRECTEK. In the event any overdue amount owed by CLIENT is not paid following thirty (30) days written notice from CORRECTEK, then in addition to any other amount due, CORRECTEK may impose, and CLIENT will pay, a late payment charge at the rate of fifteen percent (15%) per month on any overdue amount. Support and upgrade services will be discontinued in the event the CLIENT is 60 days past due on any invoice. In the event of discontinuation, all outstanding fees and a $395 reconnect/processing fee must be satisfied before service can be reinstated. CORRECTEK will not perform any additional billable services for CLIENT if account is not in good standing.

4.4. If the established training and target go-live milestone date is delayed at no fault of CORRECTEK, CLIENT agrees to reimburse CORRECTEK for all non-refundable costs (airline tickets, lodging, car rental costs, shipping costs, etc.) Additionally, CLIENT acknowledges that such delay impacts CORRECTEK financially and agrees to reimburse CORRECTEK for scheduled resources if CORRECTEK is unable to reschedule those resources to another comparable project.

4.5. It is a CORRECTEK policy that any payment over $4,000 be sent overnight using our FedEx Account Number (provided on invoices) to ensure that the payment is secure, can be tracked, and is received on time.

5. TERM

5.1. This Agreement shall have a term of one (1) year commencing on the date it is executed by both parties hereto, and thereafter it shall automatically renew for successive renewal terms of one year each unless either party gives written notice of its intent not to renew to the other party at least sixty (60) days prior to the date of any renewal. Upon renewal of this Agreement, CLIENT shall pay CORRECTEK recurring and/or monthly fees according to the defined payment schedule set forth in Exhibit 1 attached hereto.

6. PROPRIETARY RIGHTS

6.1. Title. CLIENT acknowledges that the SOFTWARE and SUPPORTING RESOURCES are the valuable trade secrets of CORRECTEK. CORRECTEK shall be the sole and exclusive owner of the SOFTWARE.

6.2. Proprietary Rights Notices. CLIENT agrees that it will not alter or otherwise obscure any proprietary rights notices appearing in the SOFTWARE or SUPPORTING RESOURCES.

7. WARRANTY

7.1. CLIENT acknowledges that because of the complexity of computer technology, CORRECTEK cannot and does not warrant that the SOFTWARE operations will be uninterrupted and error free. CORRECTEK warrants that for a period of Ninety (90) days after installation of the SOFTWARE, (the "Warranty Period"), the SOFTWARE will perform substantially in accordance with the SUPPORTING RESOURCES. In the event of any defect arising during the Warranty Period, or at any time during which Monthly Technical Support and Upgrade Fees are current, CORRECTEK shall address any such defects promptly following receipt of written notice from CLIENT of such defects.

8. LIMITATION OF LIABILITY

8.1. Except as otherwise herein provided: (A) CORRECTEK shall not have any liability for incidental, consequential, indirect, special or punitive damages of any kind or for loss of revenue or loss of business arising out of or in connection with this agreement, regardless of the form of the action, whether in contract, tort (including negligence), strict software liability or otherwise, even if any representative of a party hereto has been advised of the possibility of such damages; and (B) in no event shall CORRECTEK's liability under this agreement exceed the amounts paid by CLIENT to CORRECTEK under this Agreement.

9. DISPUTE RESOLUTION

9.1. Negotiation and Mediation. In the event of any dispute arising between the parties to this Agreement, other than a claim for non-payment of fees by CorrecTek against CLIENT, negotiation will commence upon written notice from one party to the other. Settlement discussions and materials will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. Both parties agree to allow 45 days (from the date of written notice) for negotiations in a good faith effort to resolve the dispute prior to pursuing another course of action. In the event of a claim for non-payment please refer to section 4.3.

9.2. Legal Fees. In the event of any dispute arising between the parties, the prevailing party shall be reimbursed by the non-prevailing party for any and all costs associated therewith, including attorneys' fees and paralegal fees for all stages of dispute resolution.

9.3. Limitations Period. Absent fraudulent concealment, neither party may raise a claim more than three years after it arises or any shorter period provided by applicable statutes of limitations.

10. INITIAL SERVICES AND IMPLEMENTATION CONSIDERATIONS

10.1. Project Management.

10.1.1. After contract execution, CORRECTEK shall assign a IMPLEMENTATION COORDINATOR to facilitate the implementation of the SOFTWARE. The CORRECTEK IMPLEMENTATION COORDINATOR will work with all resources to perform project planning.

10.1.2. After contract execution, CLIENT will assign a FACILITY PROJECT LEADER with whom the CORRECTEK IMPLEMENTATION COORDINATOR will coordinate activities and CLIENT deliverables.

10.1.3. Timeline. Once a CORRECTEK IMPLEMENTATION COORDINATOR and FACILITY PROJECT LEADER have been assigned CLIENT agrees to work with CORRECTEK to establish an implementation schedule to include milestone dates. Milestone dates will be agreed upon by both CLIENT and CORRECTEK and confirmed via email or in writing. If an established milestone date is delayed at no fault of CORRECTEK, any payment associated with that milestone is due immediately.

10.1.4. During the initial contact between the CORRECTEK IMPLEMENTATION COORDINATOR and FACILITY PROJECT LEADER, the CORRECTEK IMPLEMENTATION COORDINATOR will provide and review a Project Management Plan which will be the guiding document throughout the implementation process.

10.1.5. During the review of the Project Management Plan, the CORRECTEK IMPLEMENTATION COORDINATOR will introduce the CLIENT deliverables required for a successful implementation. The FACILITY PROJECT LEADER, or a designated Project Team member, is responsible for ensuring the completion of these CLIENT deliverables. CLIENT agrees to complete required tasks by assigned completion dates in preparation of training and go-live efforts.

10.1.6. Client Deliverables.

10.1.6.1. Project Management Plan Acknowledgement – After reviewing the Project Management Plan with the CORRECTEK IMPLEMENTATION COORDINATOR, the FACILITY PROJECT LEADER will sign off, acknowledging that the plan was reviewed.

10.1.6.2. CorrecTek Environment Readiness Checklist – The CORRECTEK IMPLEMENTATION COORDINATOR will provide the FACILITY PROJECT LEADER with the CorrecTek Environment Readiness Checklist. CLIENT IT and/or CLIENT IT Vendor will complete each task outlined in the CorrecTek Environment Readiness Checklist, initial each task, and verify completion. The CorrecTek Environment Readiness Checklist must be completed prior to scheduling TRAINING AND GO-LIVE.

10.1.6.3. CorrecTek Environment Readiness Inspection- During the Health Services Assessment the CORRECTEK IMPLEMENTATION COORDINATOR will work with the FACILITY PROJECT LEADER to identify all end user devices that will be utilized. Upon completion of the CorrecTek Environment Readiness Checklist the CORRECTEK IMPLEMENTATION COORDINATOR will schedule an Environment Readiness Inspection to be completed approximately thirty (30) days prior to TRAINING AND GO-LIVE. During the Environment Readiness Inspection the CLIENT will be responsible for providing a resource to work remotely with CORRECTEK to physically verify functionality of each end user device and network. Following the Environment Readiness Inspection, a report of all inspected items will be provided to the CLIENT. The CLIENT will be responsible for addressing all failed items.

10.1.6.4. Network Outage Plan – The CORRECTEK IMPLEMENTATION COORDINATOR will explain to the CLIENT FACILITY PROJECT LEADER, the requirements for a Network Outage Plan. The FACILITY PROJECT LEADER will then provide this information to the CORRECTEK IMPLEMENTATION COORDINATOR.

10.1.6.5. Health Services Assessment Questionnaire and Configuration Spreadsheet- CORRECTEK IMPLEMENTATION COORDINATOR will provide and explain to the FACILITY PROJECT LEADER, the Health Services Assessment Questionnaire and Configuration Spreadsheet. Upon receipt of this information, the designated CLIENT Project Team member(s) will complete and return to the CORRECTEK IMPLEMENTATION COORDINATOR prior to the on-site Health Services Assessment.

10.1.6.6. Approve Health Services Assessment Summary - Using information gathered from the Health Services Assessment Questionnaire, Configuration Spreadsheet, and on-site Assessment the CORRECTEK IMPLEMENTATION COORDINATOR will provide a Health Services Summary to the CLIENT FACILITY PROJECT LEADER to review and give final approval that all configuration needs for the CorrecTek database were accurately captured.

10.1.6.7. AUTHORIZED USER List and Privileges – The CLIENT will provide the CORRECTEK IMPLEMENTATION COORDINATOR with required AUTHORIZED USER information.

10.1.6.8. Scheduling Spreadsheet - If on-site training was purchased, the CORRECTEK IMPLEMENTATION COORDINATOR will provide the FACILITY PROJECT LEADER with a scheduling spreadsheet. The FACILITY PROJECT LEADER will complete the spreadsheet and ensure that all AUTHORIZED USERS are assigned to a training session. This information will then be given to the CORRECTEK IMPLEMENTATION COORDINATOR.

10.1.6.9. Go-Live Confirmation Agreement – The CORRECTEK IMPLEMENTATION COORDINATOR will work with the Client to establish a schedule for onsite go-live support. Prior to making travel arrangements for CORRECTEK resources the CLIENT FACILITY PROJECT LEADER will review, sign, and return to the CORRECTEK IMPLEMENTATION COORDINATOR, the Go-Live Confirmation Agreement. If the established training and target go-live milestone date is delayed at no fault of CORRECTEK, CLIENT agrees to reimburse CORRECTEK for all non-refundable costs (airline tickets, lodging, car rental costs, shipping costs, etc.) Additionally, CLIENT acknowledges that such delay impacts CORRECTEK financially and agrees to reimburse CORRECTEK for scheduled resources if CORRECTEK is unable to reschedule those resources to another comparable project.

10.1.6.10. Chart Preparation Acknowledgement – Chart preparation involves ensuring critical patient data is entered into the CORRECTEK EHR database. The CORRECTEK IMPLEMENTATION COORDINATOR will provide the CLIENT FACILITY PROJECT LEADER with an overview of the Chart Prep process. The FACILITY PROJECT LEADER will review, sign, and return the provided acknowledgement to the CORRECTEK IMPLEMENTATION COORDINATOR.

10.1.6.11. Electronic Chart Preparation – Approximately two weeks prior to the start of training, the Client's identified Chart Prep Resources will attend an online Chart Prep training session, conducted by CORRECTEK. During this training session attendees will learn how to populate inmate charts with current critical patient data. Client Chart Prep team will complete this process for ALL active patients at the facility to ensure facility is ready for CORRECTEK go-live.

10.2. Initial Services. CORRECTEK will provide initial services to facilitate the implementation of the SOFTWARE.

10.2.1. Configuration.

10.2.1.1. The CorrecTek database includes a complete set of forms, reports, and orders as outlined in Addendum A. Any form, order or report not included in Addendum A can be added to the CorrecTek database for an additional charge. CorrecTek will provide an estimate based on the scope of work following the request. CORRECTEK is not responsible for additional configuration requests that arise from insufficient, outdated or incomplete information.

10.2.1.1.1. Up to (30) days prior to TRAINING AND GO-LIVE - Each form, order and report listed in Addendum A can be modified one (1) time by CorrecTek staff, as requested by the client, at least thirty (30) days prior to Go-live. Additional modification requests to the same form, order, and/or report, following the initial request will be billed at the CONFIGURATION SERVICES rate. All requests will be completed prior to go-live.

10.2.1.1.2. The twenty-nine (29) days prior to TRAINING AND GO-LIVE – All modification requests received to any form, order, or report listed in Addendum A will be billed at the CONFIGURATION SERVICES rate and will be subject to CORRECTEK resources availability.

10.2.1.1.3. During and up to thirty (30) days after TRAINING AND GO-LIVE – All modification requests for any form, order, or report listed in Addendum A will be turned into the FACILITY PROJECT LEADER to approve. Approved modification requests will be given to CORRECTEK. Up to ten (10) configuration hours will be provided at no additional cost. Any configuration time spent beyond ten (10) hours will be billed at the CONFIGURATION SERVICES rate and subject to CORRECTEK resources availability. These hours will expire at the end of thirty (30) days.

10.2.1.1.4. 31 days after TRAINING AND GO-LIVE- Any modification requests will be billed at the CONFIGURATION SERVICES rate and will be subject to CORRECTEK resources availability.

10.2.2. Initial on-site service requirements (if purchased):

10.2.2.1. Onsite services, if purchased, will be delivered at CLIENT facility. While onsite the CORRECTEK standard shift is eight (8) hours within a twenty-four (24) hour period that starts at the beginning of the eight (8) hour shift. In the event that a CORRECTEK employee works more than the standard eight (8) hour shift, the additional hours must be approved by the CORRECTEK IMPLEMENTATION COORDINATOR and will incur additional costs. Training and Go-Live hours presented in this quote are calculated to include morning to evening coverage at your facility. Overnight coverage is not included unless clearly defined in Exhibit 1.

10.2.2.2. Training and Go-Live services shall commence on a mutually agreed upon schedule and date.

10.2.2.3. Preapproved CORRECTEK incidental expenses for travel, meals and lodging for initial services as defined in Exhibit 1 will be charged upon contract execution.

10.2.2.4. CLIENT will provide appropriate accommodations to include space to comfortably seat class attendees, tables or desks, chairs, power outlets, and a large surface on which to project electronic training presentations and will ensure CORRECTEK resources are provided ample time to set-up prior to sessions.

10.2.2.5. All users (including providers) must be trained in the use of the SOFTWARE.

10.2.2.6. All attendees will arrive on time and will attend each assigned session in its entirety. Attendees are not allowed to come and go throughout any session.

10.2.2.7. Attendees are not permitted to disrupt class in any manner.

10.2.2.8. Unless previous arrangements are made, attendees are prohibited from using cell phones or other communication devices during training sessions.

10.2.2.9. Attendees are required to acknowledge through signature the material covered in the training session.

10.2.2.10. Attendees must possess basic computer skills prior to receiving SOFTWARE training. CORRECTEK is not responsible for training basic computer skills.

10.3. Interface Efforts. CLIENT will facilitate the coordination with outside vendors as requested by CORRECTEK.

10.4. Vendor system upgrades. No upgrades to any outside vendor systems will be allowed 30 days prior to SOFTWARE implementation or the 30 days following the implementation.

10.5. Project Implementation Change Management. A project change request is a formal proposal to modify any document, deliverable, or baseline associated with the CORRECTEK SOFTWARE EHR Implementation project. Any project team member or stakeholder may submit a change request. All change requests will be reviewed by the CORRECTEK IMPLEMENTATION COORDINATOR and key stakeholders. The FACILITY PROJECT LEADER will have final approval authority of all change requests related to the project. For change requests that result in a billable service, the change will be implemented upon receipt of payment. If necessary, an addendum to the contract will be executed by all involved parties, and all other related documentation will be updated. The CORRECTEK IMPLEMENTATION COORDINATOR will communicate the change to all project stakeholders.

11. ADDITIONAL SERVICES AND FEES.

11.1. Additional services requested, at any time during the terms of this agreement, will be billed at the rate as defined in "Exhibit 1."

11.1.1. Configuration services will be billed at the CONFIGURATION SERVICES rate.

11.1.2. Training for any and all employees, contractors or users of CORRECTEK SOFTWARE following the initial implementation of the SOFTWARE will be billed at the TRAINING SERVICES rate.

11.1.3. Preapproved CORRECTEK incidental expenses for travel, meals and lodging will be charged to CLIENT prior to the time of occurrence.

11.1.4. Any additional services, including development services, will be billed at the DEVELOPMENT SERVICES rate.

11.2. Addition of or change to any interface with CORRECTEK will incur additional fees.

11.3. In the event that any of the following may occur, CORRECTEK shall require a 60 day written notice. Failure to provide the required notice may result in additional fees by CORRECTEK and interrupted use of the CORRECTEK system.

11.3.1. Change/removal/addition of healthcare vendor. Changing healthcare vendors may require a significant amount of configuration to capture their required functionality.

11.3.2. Addition of or change to any interface with CORRECTEK

11.3.3. Change to hosting or IT vendor

11.3.4. Technology changes including but not limited to server migrations, server upgrades, software upgrades, e.g., MS Windows version upgrades

11.3.5. Any instance that impacts the use of the CORRECTEK system not listed above, i.e. staffing/provider changes.

12. NETWORK CONNECTIVITY

12.1. CLIENT acknowledges that the SOFTWARE requires a functioning network connection. Should the CLIENT fail to provide network access, wirelessly or otherwise, the SOFTWARE cannot be utilized.

12.2. Should the CLIENT fail to provide network access, wirelessly or otherwise, for medication administration, the disconnected MAR functionality may be utilized. CLIENT acknowledges that an electronic medication administration record (MAR) is included in the SOFTWARE and that optimum MAR functionality can be achieved only through a functioning network connection.

12.2.1. CLIENT acknowledges and accepts the limitations associated with the disconnected MAR model:

12.2.1.1. No real-time access to the EHR and medical information

12.2.1.2. New medical records and actions (orders, documentation, etc.) cannot be recorded

12.2.1.3. Non-medication orders cannot be recorded

12.2.1.4. Very limited patient data is available for review using the disconnected MAR

12.2.2. CLIENT agrees to hold CORRECTEK harmless from any liability associated from the use of the disconnected MAR model including, but not limited to, errors and inaccurate and outdated medical information.

12.2.3. CLIENT acknowledges that the use of the disconnected model will require users to manually download information to portable Microsoft Windows computers prior to med pass and manually sync med pass data with the database after med pass activity.

12.3. CLIENT acknowledges that the ability to access the SOFTWARE from a network other than the network the SOFTWARE is installed on is the responsibility of the LOCAL IT and/or IT VENDOR to setup.

12.4. CLIENT acknowledges that maintaining a functioning network is not the responsibility of CORRECTEK.

13. SCOPE AND CONDITIONS OF TECHNICAL SUPPORT

13.1. Support. CORRECTEK shall make Technical Support available to CLIENT in respect to the SOFTWARE for as long as SOFTWARE remains part of CORRECTEK's product line. CLIENT entitlement to technical support shall be contingent upon payment of the fees set forth in Exhibit 1 attached hereto.

13.2. Technical support of the SOFTWARE:

13.2.1. Technical support is provided by CORRECTEK's specialists and is rendered during the entire period of the SOFTWARE use chosen by the CLIENT when ordering the SOFTWARE and Maintenance. For the purposes of this clause, the beginning of the SOFTWARE use is the point of installation on the CLIENT's server.

13.2.2. Technical support of CORRECTEK is rendered without additional fee when performed by CORRECTEK specialists.

13.2.3. At any time, should the CLIENT fail to install the most current software version releases within a reasonable amount of time, CORRECTEK, INC. reserves the right to discontinue software technical support of previous versions after providing a six (6) month notice of such to CLIENT.

13.2.4. Includes software updates distributed periodically in order to eliminate detected errors, improve performance, or broaden the functionality of the SOFTWARE.

13.2.5. Technical support is available via telephone 24 hours a day, 7 days a week, 365 days a year when the CORRECTEK technical support telephone number (1.866.438.3671, option 2) is utilized.

13.2.5.1. Each inquiry or question will be addressed initially by a CORRECTEK Tier 1 Support Technician and will be assigned a case number and priority level:

13.2.5.1.1. **Priority Level Red (PLR):** Priority Level Red issue means the Licensed Software is NOT OPERATIONAL. CORRECTEK shall respond by telephone to PLR issues with urgency and will make attempts to resolve PLR issues at the time the call is received.

13.2.5.1.2. **Priority Level Green (PLG):** A Priority Level Green Issue means the CLIENT cannot utilize objects contained in the Licensed SOFTWARE. CORRECTEK shall respond by telephone to PLG issues immediately and will make attempts to resolve PLG issues at the time the call is received. PLG issues to not critically impede workflow and overall SOFTWARE functionality and often an alternate solution can be provided during the initial call.

13.2.5.1.3. **Development Request:** Development Requests are any requests made by the CLIENT for SOFTWARE enhancements or functionality changes. CORRECTEK will review Development Requests and will determine in its discretion whether and to what extent to resolve such problems. After evaluation, the CLIENT can expect communication from a member of the CORRECTEK Technical Support Department.

13.2.5.2. The CORRECTEK Tier 1 Support Technician will attempt to resolve PLR and PLG issues during the initial phone call. In the event the call cannot be resolved by the CORRECTEK Tier 1 Support Technician, the issue will be elevated to Tier 2 status.

13.2.5.2.1. If the Tier 2 Support Technician is available at the time of the call, the call will be transferred for immediate attention.

13.2.5.2.2. In the event that a Tier 2 Support Technician is not immediately available, the case will be placed in a queue until a Tier 2 Support Technician is available. Depending on the nature of the case, the CLIENT can expect contact from the Support Technician responsible for case resolution.

13.2.6. Case Escalation:

13.2.6.1. If the CLIENT needs to escalate an issue, a case can be escalated by contacting CORRECTEK Technical Support at (866) 438- 3671, option 2. At any time during a support call, the caller can request to speak to a Tier 2 Support Technician. If a Tier 2 Support Technician is available, the call will be transferred immediately. In the event that a Tier 2 Support Technician is not immediately available, the request will be put into the Tier 2 Support Queue to be addressed by the first available Tier 2 Support Technician.

13.2.7. Email and FTP Usage:

13.2.7.1. New support cases submitted via email will not be addressed.

13.2.7.2. In the event screen shots or electronic documents must be submitted in support case research, the CORRECTEK Technical Support Representative may ask the CLIENT to submit the information electronically via email or through an FTP site.

13.2.8. Technical Support is defined as services provided in an attempt to solve customer specific problems with the Licensed Software. The intent of Technical Support is to assist in troubleshooting system errors, not to provide assistance with learning the application.

13.2.9. Technical support does not include:

13.2.9.1. Troubleshooting of the servers, computers, printers or peripheral devices including but not limited to: document scanners, signature pads, barcode readers or fingerprint readers.

13.2.9.2. Active monitoring of the environment that the CORRECTEK SOFTWARE operates in, to include but not limited to, interface folders, indexing, transaction logs and FTP communication sites.

13.2.9.3. Third party software used in support of the CorrecTek application is not the responsibility of CORRECTEK to manage or maintain, including but not limited to, Microsoft SQL, Windows Server, Anti-Virus software, etc.

13.2.9.4. Specifically to Microsoft SQL, CORRECTEK is not responsible for backups, transaction log maintenance, rebuilding of indexes and other maintenance related items.

13.2.10. The following items are not included in the standard Technical Support services but may be contracted as a Billable Service:

13.2.10.1. Custom development requested by the CLIENT in regards to the SOFTWARE functionality or development of unique interfaces.

13.2.10.2. Training services to CLIENT.

13.2.10.3. Configuration requests after the Go-Live period.

14. MISCELLANEOUS

14.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by CLIENT including any purchase order, and CLIENT hereby disclaims any terms therein, except for terms therein relating to product description, quantity thereof, pricing thereof, shipment and delivery.

14.2. Terms of Agreement Severable. If a court having jurisdiction should hold any provision in this Agreement illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent; or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

14.3. Headings. The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.

14.4. Survival. The provisions of Sections 1.2, 1.3, 6.1, 6.2, 8.1, 9.1, 9.2, and 9.3 shall survive the termination of this Agreement.

14.5. Jurisdiction. This Agreement shall be governed in all respects by the laws of the State of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, on the date first above written.

CorrecTek, Inc. LICENSOR	FACILITY NAME LICENSEE
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

19-27-HEA-02
MEDICAL RECORDS SYSTEM

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

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

1.2 Payment Terms

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

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

1.3 IRS W-9 Form

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

1.4 Economic Price Adjustment

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

1.5 Tax Indemnification

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

1.6 Availability of Funds for Current Fiscal Year

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

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

1.7 Availability of Funds for the Next Fiscal Year

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

1.8 Right of Offset

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

1.9 Payment by the County

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

2.0 Contract Specific

2.1 Arizona Law

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

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

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

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

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

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

2.9 Record Retention

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

2.10 Audit

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

2.11 Non-Discrimination

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

2.12 Notices

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

2.13 Federal Immigration and Nationality Act

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

2.14 Advertising, Publishing and Promotion of Contract

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

2.15 Property of the County

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

2.16 Modifications

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

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

2.17 Contractor/Vendor Indemnification (Not Public Agency)

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

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

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

2.20 Cancellation for Conflict of Interest

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

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

2.21 Gratuities

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

2.22 Termination for Convenience

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

2.23 Termination for Default

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

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

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

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

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

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

2.28 Data

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

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

3.0 Contract Performance

3.1 Delivery

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

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

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

3.4 Facilities Inspection and Materials Testing

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

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

3.5 Subcontracts

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

3.6 Assignment - Delegation

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

3.7 Agreement Assignment

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

3.8 Risk of Loss

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

3.9 Liens

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

3.10 Quality

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

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

3.11 Fitness

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

3.12 Nonconforming Tender

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

3.13 Inspection/Testing

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

3.14 Compliance with Applicable Laws

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

3.15 Purchase Orders

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

3.16 Right to Assurance

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

3.17 Stop Work Order

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

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

3.18 Warranties

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

3.19 Licenses

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

3.20 Notice to Proceed

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

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

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

3.21 Guarantee

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

4.0 Legal

4.1 Force Majeure

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

Force Majeure shall not include the following occurrences:

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

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

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

4.2 Antitrust Violations

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

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

4.3 Non-exclusive Remedies

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

4.4 Suspension or Debarment

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

4.5 Claims and Disputes

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

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

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

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

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

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

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

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

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

19-27-HEA-02

Attachment 2 – Scope of Work

In accordance with 19-27-HEA-02, the Contractor shall provide all labor, materials, transportation and expertise required to establish a Correctional Medical Records System to the satisfaction of the County. The Contractor shall complete the following tasks:

Task 1 - The successful vendor shall be required to install and configure the selected software applications on designated servers within IT environments/networks based on the County requirements located at 203 North Judd, Bisbee, AZ 85603 and 100 Colonial De Salud, Ste 200, Sierra Vista, AZ 85635.
Task 2 - Offeror will identify details relating to the services and will prepare a Statement of Work, which specifies, among other things, the parties' respective tasks and responsibilities, project schedule, including software installation, training and testing and any other requirements necessary to make the system fully functional.
Task 3 - Offeror shall include a copy of their Software Agreement with their response. This shall include License Agreement, Maintenance Agreement, Software Support, Maintenance and Software Services, at a minimum.
Task 4 - Warranty: Offeror shall warrant that the Software, and any components furnished, will be operational, as intended for use prior to payment from the County.
Task 5 - Offeror shall completely fill out and return Appendix A - Vendor Submission Cover Letter to list provider, pricing and software/equipment required elements to be installed, and any applicable evaluation literature.
Task 6 - In addition to the Appendix A requirements the following additional requirements should be included in order for your submittal to be considered complete:

- Fingerprint "back up plan" if using fingerprint ID
- Remote access for Providers and on-call staff
- The ability to edit or create forms for documentation
- Patient teaching leaflets
- Clouse-based hosting (as an option)
- Compliance with NCCHC forms
- Any pricing/fees associated with importing and exporting data
- Kiosk integration for medical requests
- The ability to retrieve historical data for return inmates

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

19-27-HEA-02
Offer Acceptance Award Letter

This contract ("CONTRACT") is made and entered into this 4th day of June 2019, by and between COCHISE COUNTY ("COUNTY"), and Correc Tek ("CONTRACTOR").

In accordance with RFP 19-27-HEA-02, the COUNTY hereby awards a multiple year 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.

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	06/12/2019 – 06/11/2020	Not to exceed $33,760.00
Renewal Option 1:	06/12/2020 – 06/11/2021	Not to exceed $30,120.00
Renewal Option 2:	06/12/2021 – 06/11/2022	Not to exceed $30,120.00
Renewal Option 3:	06/12/2022 – 06/11/2023	Not to exceed $30,120.00
Renewal Option 4:	06/12/2023 – 06/11/2024	Not to exceed $30,120.00

COST BREAKDOWN PER YEAR:

	Travel (Initial Investment)	60 Month Lease Option	Correc Tek Advantage Plan	Dedicated Account Manager	Total Costs Per Year
Base Year	$3,640.00	$18,120.00	$6,000.00	$6,000.00	$33,760.00
Option Years	$0.00	$18,120.00	$6,000.00	$6,000.00	$30,120.00

CONTRACTOR:

Correc Tek
Christa Sullivan
National Accounts Manager
1640 McCracken Blvd.
Paducah, KY 42001
(866) 438-3671 ext. 235
csullivan@correctek.com

AUTHORIZED ORDERING OFFICIAL:

Carrie A. Langley
Director
Cochise Health and Social Services
1415 Melody Lane Building A
Bisbee, AZ 85603
(520) 432-9468
clangley@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: Medical Records System, with a not to exceed amount of $154,240.00.

This CONTRACT shall henceforth be referenced as CONTRACT 19-27-HEA-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 4th day of June 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 23, 2019

Date

Executive Summary Form

Agenda Number: HLT/Procurement 4594_

Recommendation:
Approve the five-year lease contract 19-2-HEA-02 between Cochise County and CorrecTek for an electronic medical records system for Jail Detention Medical Services in an aggregate amount not to exceed $154,240.

Background (Brief):
Cochise Health and Social Services Detention Medical management has spent the last several years reviewing a variety of electronic medical records systems to replace the outdated manual/paper system employed in Detention Medical Services. After two RFP processes, CHSS (in conjunction with Procurement and IT) has determined that CorrecTek is the optimal solution for the county's requirements.

Fiscal Impact & Funding Sources:
The five-year cost of the contract is $154,240 (in annual installments). CHSS currently maintains dedicated cash funding sources of $178,000 that will cover all scheduled contract payments.

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

Impact of Not Approving: CHSS will continue with the current inefficient manual system, which meets neither regulatory nor best-practice requirements.

Action 15.

Regular Board of Supervisors Meeting **Health & Social Services**

Meeting Date: 06/11/2019

SEAGO Area Agency on Aging

Submitted By: Briggita Hodges, Health & Social Services

Department: Health & Social Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Belvet Elsouhag	**TITLE of PRESENTER:**	Director of Pub Fid and AAA
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

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

Information

Agenda Item Text:

Approve contract amendment No.107-19-1 between SouthEastern Arizona Governments Organization (SEAGO) and Cochise County Health and Social Services for Case Management services, in the amount of $195,000, effective July 1, 2018 through June 30, 2019.

Background:

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management services to both care recipients and unpaid family caregivers. Services are generally restricted to older individuals aged 60 or older per SEAGO Service Specifications. Case Managers conducts client in-home assessments, provide referrals for home delivered meals, housekeeping and personal care (services funded by SEAGO) and link clients to other services available in the community. Case Management support enables elderly and disabled county residents to remain in their homes longer, living independently with supports for as long as safely possible.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

The additional award of $20,000 for Case Management allows for an additional 426 service units to qualifying members of our community county wide. Disapproval of amendment No. 107-19-1 would eliminate the program's ability to serve additional caregivers and care recipients in our community.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: (●) **Funds Available:** ( ) **Amount Available:**

Unbudgeted: ( ) **Funds NOT Available:** ( ) **Amendment:** [ ]

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 18/19

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

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$): 16,075.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

(-) $ 261,481 Budgeted Expenses
(+) $ 195,000 SEAGO grant
(+) $ 39,629 Cash Carry Forward FY18
(+) $ 68,000 Budgeted GF County Contribution *
(=) $ 41,148 Cash Carry Forward FY19

* Maintains the total GF County Contribution needed at $68,000 and keeps it below the pre-approved maximum of $88,000. Maintains the same level Cash Carry Forward for FY20.

Attachments

Contract_Signed
Executive Summary
Grant Approval Form

SEAGO

SouthEastern Arizona Governments Organization
Area Agency on Aging, Region VI

CONTRACT AMENDMENT

CONTRACT AMENDMENT NUMBER:	CONTRACT NUMBER:	EFFECTIVE AMENDMENT DATE:
107-19-1	107-19	4-25-2019

CONTRACTOR/PROVIDER (NAME AND ADDRESS):

Cochise Health & Social Services 1415 Melody Lane Bldg. A Bisbee, AZ 85603.

PURPOSE:
To Amend SFY19 with additional funds in CMG to cover over utilization of units.

THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:
Additional funds have been allocated in CMG to cover overage in units.
CMG-$20,000 and additional 425.53 units, with a balance of $195,000 and 6328.53 units for SFY19.

EXCEPT AS PROVIDED FOR HEREIN ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGES AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

NAME OF CONTRACTOR/PROVIDER Cochise Health & Social Services	SouthEastern Arizona Governments Organization (SEAGO)
SIGNATURE OF AUTHORIZED PERSON	**SIGNATURE**
TYPED NAME Peggy Judd, Chairman	**TYPED NAME** Randy Heiss
TITLE APPROVED AND SIGNED BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA	**TITLE** Executive Director
DATE	**DATE**

ATTEST:

Arlethe G. Rios, Clerk of the Board

APPROVED AS TO FORM:

Sara Dent, Civil Deputy County Attorney

300 Collins Road, Bisbee, Arizona 85603 FAX (520) 432-9168 (520) 432-2528

SEAGO MEMBER-ENTITIES: COUNTIES OF COCHISE, GRAHAM, GREENLEE, AND SANTA CRUZ. CITIES AND TOWNS OF BENSON, BISBEE, CLIFTON, DOUGLAS, DUNCAN, HUACHUCA CITY, NOGALES, PATAGONIA, PIMA, SAFFORD, SIERRA VISTA, THATCHER, TOMBSTONE, WILLCOX, AND THE SAN CARLOS APACHE TRIBE.

Executive Summary Form

Agenda Number: HLT _ 4597

Recommendation:
Approve amendment No. 107-19-1 to the SEAGO-Area Agency on Aging Grant for FY18-19, Contract # 107-19 for Case Management between the SEAGO and Cochise Health and Social Services – AAA Program. The amendment awards an additional $20,000 to the Case Management Program. The new total grant award changes from of $175,000 to $195,000 for the period of 7/1/18 – 6/30/19. The basis of compensation for the Case Management Program is fixed price per unit of service. The County's contribution remains unaffected by this additional award.

Background (Brief):
Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management services to both care recipients and unpaid family caregivers. Services are generally restricted to older individuals aged 60 or older per SEAGO Service Specifications. Case Managers conducts client in-home assessments, provide referrals for home delivered meals, housekeeping and personal care (services funded by SEAGO) and link clients to other services available in the community. Case Management support enables elderly and disabled county residents to remain in their homes longer, living independently with supports for as long as safely possible.

Fiscal Impact & Funding Sources:

(-) $ 261,481 Budgeted Expenses
(+) $ 195,000 SEAGO grant
(+) $ 39,629 Cash Carry Forward FY18
(+) $ 68,000 Budgeted GF County Contribution *
(=) $ 41,148 Cash Carry Forward FY19

* Maintains the total GF County Contribution needed at $68,000 and keeps it below the pre-approved maximum of $88,000. Maintains the same level Cash Carry Forward for FY20.

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

Impact of Not Approving: The additional award of $20,000 for Case Management allows for an additional 426 service units to qualifying members of our community county wide. Disapproval of amendment No. 107-19-1 would eliminate the program's ability to serve additional caregivers and care recipients in our community.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Action 16.

Regular Board of Supervisors Meeting **Legal Advocate**

Meeting Date: 06/11/2019

Approval of State grant training funds for Legal Advocate Depatment for FY19/20

Submitted By:	Delores Putnam, Public Defender		
Department:	Public Defender		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Delores Putnam	**TITLE of PRESENTER:**	Administrative Manager
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 12-117

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

Information

Agenda Item Text:

Approve Funding Agreement with Arizona Supreme Court for Public Defender Training Funds in the amount of $3,600 for the Legal Advocate Department for July 1, 2019 through June 30, 2020.

Background:

This is a new grant for the newly created Legal Advocate Department. In 1989 the Arizona Legislature enacted ARS 12-117 for the purpose of providing money to the Supreme Court to be distributed to county public defenders for training purposes.

Department's Next Steps (if approved):

The Legal Advocate will use the funds to provide training to office staff.

Impact of NOT Approving/Alternatives:

If not approved the Legal Advocate will depend solely on the county general fund for funding for mandatory continuing legal education credits for attorney staff.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:** 3600

Unbudgeted: ◉ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds 1:

Fund Transfers

Fiscal Year: 1920

One-time Fixed Costs? ($$$): 3600

Ongoing Costs? ($$$): 0

County Match Required? ($$$): 0

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

Source of Funding?: Az Sup Court

Fiscal Impact & Funding Sources (if known):

Attachments

Grant Approval Form
Funding Agreement
ARS 12-117

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Delores Putnam Date Prepared: 5/28/19

Point of Contact: Delores Putnam Phone Number: 520-432-8442

Department: ~~Select Department Below~~ Legal Advocate

PRIMARY GRANT

Primary Grantor: Az Supreme Court, Admin Office of the Courts CFDA: www.CFDA.gov n/a

Grant Title: Public Defender Training Fund (PDTF)

Grant Term From: July 1, 2019 To: June 30, 2019 Total Award Amount: 3,600.00

New Grant: ☑ Yes ☐ No Grant No: n/a

Amendment: ☐ Yes ☑ No Amendment No:

GL Account No: New If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice** District: **CW** Mandated by Law ☑ Yes ☐ No

Number of Positions Funded: 0

Asset(s) Acquired:

0

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

Funding to be used exclusively for training purposes primarily for attorney staff but may also be used for office support staff.

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

ARS 12-117 Public Defender training fund, appropriation.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100 3,600.00

County Funds 391.000

Other Funds:

Total Funds: 3,600.00

Has this amount been budgeted? ☐ Yes ☑ No

Method of collecting funds: ☐ Lump Sum ☑ Quarterly ☐ Draw ☐ Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: $ 0.00 (b) Amount of overhead allowed by grant: $ 0.00

County Subsidy (a) - (b) = $ 0.00

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? ☐ Yes ☑ No

County match source:

County match dollar amount or percentage:

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

Arizona Supreme Court
Administrative Office of Public Defenders

FUNDING AGREEMENT FOR PUBLIC DEFENDER TRAINING FUND (PDTF)

Cochise County Legal Advocate
Fiscal Year 2020

This Agreement is entered into by and between the Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Legal Advocate, herein referred to as "Public Defender," in accordance with A.R.S. § 12-117.

RECITAL

Pursuant to A.R.S. § 12-113(A)(1), Judicial Collection Enhancement Fund; 12-116, Time Payment Fee; and 12-117, County Public Defender Training Fund, monies are provided through the state treasurer to the Supreme Court to provide county public defender training.

The purpose of this Agreement is to provide funding for Public Defender training in Fiscal Year 2020 Cochise County Legal Advocate agrees that it will expend Public Defender Training Fund ("PDTF") monies in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2019, and shall remain in effect through June 30, 2020.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) lack of funding available; (b) statutory changes in the program; or (c) Public Defender's non-compliance with this Agreement, Arizona Code of Judicial Administration § 5-105, A.R.S. § 12-117, or other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than thirty (30) days prior to the closing date of the grant.

3. FUND ACCOUNTING

Funds distributed to Public Defender shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III-2 of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Public Defender shall accrue to the fund for use by the Public Defender in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

4. EXPENDITURES

a. Distribution of Funds.

1) The PDTF monies will be disbursed quarterly pursuant to the proportion requirements set forth in A.R.S. § 12-117(C). Quarterly disbursements will be made within sixty (60) days of the close of each quarter.

2) The AOC may retain all or any portion of the funds allocated to the Public Defender should the Public Defender be in violation of any of the terms of this funding Agreement.

b. Reporting Requirements. The Public Defender shall submit an annual report using the AOC approved reporting templates no later than forty-five (45) days after fiscal year end, in accordance with Arizona Code of Judicial Administration § 5-105.

c. Unexpended Funds. Funds unencumbered and unexpended thirty (30) days after fiscal year end, plus all unexpended interest accrued on such funds while in the possession of the Public Defender, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used in accordance with the guidelines set forth in Arizona Code of Judicial Administration § 5-105.

d. Inappropriate Expenditures. The Public Defender shall expend funds only for the purposes and uses specified within Arizona Code of Judicial Administration § 5-105. Public Defender agrees to reimburse the Public Defender Training Fund for any unauthorized or inappropriate expenditures which are not in compliance with this Agreement. The Public Defender Training Fund shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with PDTF monies shall be used solely for PDTF training purposes.

e. Termination of Funding. In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Public Defender shall be returned to the AOC within thirty (30) days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Public Defender Training Funds. If termination is due to failure of the Public Defender to comply with this agreement, the AOC may require return of equipment and supplies purchased with Public Defender Training Funds.

5. BOOKS AND RECORDS

a. Financial Records and Examination. The Public Defender shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC plans to monitor and evaluate the Public Defender Training Fund Program to determine its effectiveness. As a condition of receipt of Public Defender Training Funds, the Public Defender agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Public Defender and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials. The Public Defender further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Public Defender shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

7. INVENTORY

The Public Defender retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Public Defender may use its existing inventory system but must at a minimum maintain the information required by AOC policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06A for guidance. Public Defender retains ownership of equipment purchased with funds received pursuant to this funding agreement.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Public Defender is responsible for any maintenance, loss or damage to the equipment and the AOC makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Appendix A.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

By _____
Ms. Sara Xochitl Orozco, Legal Advocate
Cochise County Legal Advocate

ARIZONA SUPREME COURT

By _____
Mike Baumstark, Deputy Director
Administrative Office of Courts

APPENDIX A

ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital fixed asset means any fixed asset with a purchase price of $5,000 or more and a usable life of one or more years. These fixed assets will also be recorded and tracked in the State Accounting System (USAS).

Non-capital equipment means any fixed asset with a purchase price of $2,000 to $4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district; and with other state agencies with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over $2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU/LGU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU/LGU owns the equipment. The JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU/LGU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU/LGU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU/LGU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU/LGU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

All JDU/LGU's shall conduct an annual physical inventory of fixed assets in a manner prescribed by the AOC Financial Office. The Information Technology Division shall conduct an annual physical inventory of all computer equipment. The AOC Financial Office will submit an annual inventory report to the Department of Administration, General Accounting Office.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment which is no longer needed or usable shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU/LGU, the JDU/LGU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

12-117. Public defender training fund; appropriation

A. The public defender training fund is established consisting of monies allocated to the fund pursuant to section 12-116. The supreme court shall administer the fund.

B. Each month the supreme court shall deposit in the fund the monies collected for the fund. All monies deposited in the fund are continuously appropriated to the supreme court for distribution to each county public defender as provided in subsection C of this section.

C. The allocation of monies collected shall be made to each county public defender office in proportion to the number of felony cases assigned to that office in the last fiscal year.

D. Monies received shall be used exclusively for the purpose of public defender training. Each public defender office receiving training fund monies shall submit to the supreme court an annual report of all financial receipts and expenditures from the training fund.