



Cochise County Board of Supervisors

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

THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE R. MORRISON
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, September 24, 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.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 10, 2019.
2. Approve a Proclamation declaring the 30 year Anniversary of Court Appointed Special Advocate Program (CASA) of Cochise County.

County Sheriff

3. Approve Contract 2020-PTS-014 between Cochise County and the Governor's Office of Highway Safety, in the amount of \$12,000 for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP), effective October 1, 2019 through September 30, 2020.
4. Approve Grant 2020-AL-015 with the Arizona Governor's Office of Highway Safety for overtime funding for Driving Under the Influence (DUI)/Impaired Driving Enforcement, in the amount of \$25,000, effective October 1, 2019 through September 30, 2020.

Finance

5. Approve demands and budget amendments for operating transfers.

Workforce Development

6. Approve the appointment of Ms. Suzette Dominguez to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2023.

PUBLIC HEARINGS

Development Services

7. Adopt Resolution 19-19 to approve Docket R-19-05 amending the Development Services Fee Schedule for Development Services provided by Cochise County.

ACTION

Public Works

8. Approve Public Works Department's request to amend the budget to fully fund the Fort Grant Road re-construction project, moving \$2.5 million from Contingency to Miscellaneous Professional Services.

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.

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 Julie Morales, Cochise County Risk Management & Safety, (520) 432-9830, 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

Regular Board of Supervisors Meeting

Meeting Date: 09/24/2019

Minutes

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of September 10, 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

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, September 10, 2019**

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

Present: Ann English, Vice-Chairman (Telephonic); Peggy Judd, Supervisor

Absent: Thomas E. Borer, Chairman

Staff Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County

Present: Administrator; Christine Roberts, Civil Deputy County Attorney; Arlethe R. Morrison, Clerk of the Board

Vice-Chairman English 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

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CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of August 27, 2019.
2. Approve a Liquor License application for a series 16 (Wine Festival/Wine Fair) submitted by Mr. Rodney Edward Keeling for a Wine Festival to be held at 6405 W. Williams Rd., Willcox, AZ 85643 on September 20-21, 2019
3. Approve a Proclamation declaring September 23-29, 2019 as Diaper Need Awareness Week.
4. Approve naming Keith Buonocore as Cochise County's Chief Fiscal Officer per ARS 41-1279.07(E).

County Attorney

5. Approve County Attorney's Contribution of \$2,700 in RICO Funds to Help Support a Life Skills Center for Jennifer's House in Sierra Vista.

Finance

6. Approve demands and budget amendments for operating transfers.

Workforce Development

7. Approve the appointment of Mr. Brad Dale to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2023.

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

PUBLIC HEARINGS

Board of Supervisors

8. Approve a Multi-License Acquisition of Control application for a series #13 Farm Winery license submitted by Ms. Arlene Linda Domanico for Salvatore Vineyards, located at 3052 N. Fort Grand Road in Willcox, AZ 85643.

Ms. Arlethe R. Morrison, Clerk of the Board, presented this item. Ms. Morrison said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the Development Services Department has recommended approval; and the Health Department is working with the applicant. There have been no formal protests and the \$100.00 processing fee has been paid. Board staff recommended approval.

Vice-Chairman English opened the public hearing.

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

Supervisor Judd moved to approve a Multi-License Acquisition of Control application for a series #13 Farm Winery license submitted by Ms. Arlene Linda Domanico for Salvatore Vineyards, located at 3052 N. Fort Grand Road in Willcox, AZ 85643. Vice-Chairman English seconded the motion.

Vice-Chairman English called for the vote and it was approved 2-0-1 (Borer absent).

ACTION

County Treasurer

9. Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on personal property and the removal of personal property tax liens on Treasurer's Certificate of Clearance No. 2019-0001 to 2019-0021.

Ms. Cathy Traywick, County Treasurer, presented this item. Ms. Traywick explained the reason for the abatement.

Supervisor Judd moved to approve the recommendation of the County Treasurer for the abatement of property taxes and interest on personal property and the removal of personal property tax liens on Treasurer's Certificate of Clearance No. 2019-0001 to 2019-0021. Vice-Chairman English seconded the motion.

Vice-Chairman English called for the vote and it was approved 2-0-1 (Borer absent).

Health & Social Services

10. Approve IGA CTR040363 Amendment 2, for Women, Infants, and Children (WIC) Services and the Breastfeeding Peer Counselor (BFPC) Program between the Arizona Department of Health Services (ADHS) and the Cochise County Health Department, in the annual amount of \$583,700 for (WIC) and \$63,824 for (BFPC), effective October 1, 2019 through September 30, 2020.

Ms. Judy Gilligan, Health & Social Services, presented this item. Ms. Gilligan gave the background on the program.

Supervisor Judd moved to approve IGA CTR040363 Amendment 2, for Women, Infants, and Children (WIC) Services and the Breastfeeding Peer Counselor (BFPC) Program between the Arizona Department of Health Services (ADHS) and the Cochise County Health Department, in the annual amount of \$583,700 for (WIC) and \$63,824 for (BFPC), effective October 1, 2019 through September 30, 2020. Vice-Chairman English seconded the motion.

Vice-Chairman English called for the vote and it was approved 2-0-1 (Borer absent).

11. Approve Contract No.107-20 between South Eastern Arizona Governments Organization (SEAGO) and Cochise County Health and Social Services for Case Management services, in the amount of \$215,000, effective July 1, 2019 through June 30, 2020.

Ms. Belvet Elsouhag, Health & Social Services, presented this item. Ms. Elsouhag gave the background on the program.

Supervisor Judd moved to approve Contract No.107-20 between South Eastern Arizona Governments Organization (SEAGO) and Cochise County Health and Social Services for Case Management services, in the amount of \$215,000, effective July 1, 2019 through June 30, 2020. Vice-Chairman English seconded the motion.

Vice-Chairman English called for the vote and it was approved 2-0-1 (Borer absent).

CALL TO THE PUBLIC

Vice-Chairman English opened the call to the public.

Ms. Alicia Novoa, addressed the Board on matters of personal concern.

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

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

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

Mr. Gilligan stated that building renovations and department moves were ongoing and on track.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Chairman Borer was absent.

Report by District 2 Supervisor, Ann English

Vice-Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd stated that the Eastern Counties Coalition would be hosting a Legislative Tour in October.

Vice-Chairman English adjourned the meeting at 10:28 a.m.

APPROVED:

Peggy Judd, Chairman

ATTEST:

Arlethe R. Morrison, Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 09/24/2019

Approve Proclamation: 30th Anniversary of CASA of Cochise County

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve a Proclamation declaring the 30 year Anniversary of Court Appointed Special Advocate Program (CASA) of Cochise County.

Background:

n/a

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Print 2 originals for signature, one for Board office to file and the other for Chairman Thomas E. Borer to present at the 30th Anniversary Celebration.

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

Proclamation



Cochise County Board of Supervisors

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Clerk of the Board

PROCLAMATION

30th Anniversary of CASA of Cochise County

WHEREAS, Cochise County recognizes that the problem of child abuse and neglect affects every segment of our community; and

WHEREAS, every child within Cochise County deserves a safe, permanent, and nurturing home; and

WHEREAS, the Court Appointed Special Advocate Program (CASA) of Cochise County recruits, trains, supports, and supervises community volunteers as advocates for abused and neglected children who have been removed from their homes; and

WHEREAS, more than 300 Court Appointed Special Advocates have served in the best interest of, and devoted countless hours to providing care for, over 1,500 children who have found themselves, through no fault of their own, in the Cochise County Juvenile Court System; and

WHEREAS, Court Appointed Special Advocates serve as consistent figures in children's lives until they achieve permanency; and

WHEREAS, in 2019 we honor the organization, and most importantly the Court Appointed Special Advocates themselves, for forty years of tireless work on behalf of our most vulnerable population, the children who experience abuse and neglect.

NOW, THEREFORE, BE IT RESOLVED THAT I, Cochise County Board of Supervisors do hereby proclaim 2019 to be the Thirty-Year Anniversary of CASA of Cochise County and encourages all residents to recognize the impact that one positive adult relationship can have on the life of a child through the support of CASA of Cochise County. CASA of Cochise County it encourages the wellbeing of children and families by promoting a safe and healthy environment and seeking for all children to grow and thrive, while strengthening the community in which we live.

Thomas E. Borer, Chairman

Ann English, Vice-Chairman

Peggy Judd, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 09/24/2019

Selective Traffic Enforcement Program (STEP)

Submitted By: Tod Linendoll, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Tod Linendoll

TITLE of PRESENTER: Sergeant

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Contract 2020-PTS-014 between Cochise County and the Governor's Office of Highway Safety, in the amount of \$12,000 for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP), effective October 1, 2019 through September 30, 2020.

Background:

The Governor's Office of Highway Safety has provided funds over many years to assist with traffic related enforcement and alcohol related issues. These include targeted areas for DUI enforcement, aggressive driver enforcement, educational and prevention activities and community events designed to educate on impaired and distracted driving. These are recurring funds. This contract has been approved as to form by the County Attorney's Office.

Department's Next Steps (if approved):

Continue to conduct educational and enforcement activities related to distracted / aggressive driving.

Impact of NOT Approving/Alternatives:

Funding would not be available due to lack of general fund overtime to conduct these details.

To BOS Staff: Document Disposition/Follow-Up:

Please return both signed originals so they can be sent to the Governor's Office of Highway Safety for final approval by the director.

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

Grant Approval Form

GOHS STEP

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.



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, AZ 85603

PROJECT REFERENCE:

Contract Number: 2020-PTS-014
Total Estimated Costs: \$12,000.00
Purpose of Project: STEP Enforcement

Dear Sheriff Dannels:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Peggy Judd, Chairwoman BOS, Cochise County, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-5-19

Date

Enclosures
AG

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37520300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Cochise County Sheriff's Office	GOHS CONTRACT NUMBER: 2020-PTS-014
ADDRESS 205 North Judd Drive, Bisbee, AZ 85603	PROGRAM AREA: 402-PTS
2. GOVERNMENTAL UNIT Cochise County Board of Supervisors	AGENCY CONTACT: Tod Linendoll
ADDRESS 1415 Melody Lane, Bisbee, AZ 85603	3. PROJECT TITLE: STEP Enforcement
4. GUIDELINES: 402-Police Traffic Services (PTS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County Board of Supervisors.

6. BUDGET COST CATEGORY	Project Period FFY 2020
I. Personnel Services	\$8,571.00
II. Employee Related Expenses (40.00%)	\$3,429.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$12,000.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2020

CURRENT GRANT PERIOD FROM: 10-01-2019 TO: 09-30-2020

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$12,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 90

Total Population in city/town or county: 128,343

Total Road Mileage: Highway: 592 Local: 4,462 Total: 5,054

	2017	2016	2015
Total Crashes	590	627	609
Total Injury Crashes	158	168	153
Total Fatal Crashes	12	14	11
Total Alcohol-related Crashes	18	27	27
Total Alcohol-related Serious Injuries	12	20	18
Total Alcohol-related Fatalities	6	3	6
Total Speed-related Crashes	141	177	164
Total Speed-related Serious Injuries	8	15	7
Total Speed-related Fatalities	2	4	3

Agency Problem/Attempts to Solve Problem:

Cochise County is approximately 6,200 square miles. In addition to being a large county, Cochise County's population is scattered. Sierra Vista is the largest city with approximately 44,000 residents which leaves 84,000 spread out in numerous, smaller communities. The county has two international ports of entry, Douglas and Naco, which are heavily traveled and contribute to the flow of traffic within and through the jurisdiction.

Although 2017 statistics show a decline in the total number of crashes, injury crashes and fatality crashes when compared to previous years, the Sheriff's Office does not have a dedicated traffic unit specifically assigned to combat the traffic problems. When time and call load permits, patrol officers do what they can but more often than not, little time is by patrol to address these issues. Therefore, the only time officers are assigned to this specific function is with funding such as the GOHS Selective Traffic Enforcement Program (STEP).

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County Board of Supervisors.

How Agency Will Solve Problem with Funding:

CCSO will use the grant funds to provide targeted speed and aggressive enforcement. It will target roadways with a history of speed, volume, aggressive driving and citizen complaints. Every community in the county has roadways that fall into these categories and will benefit from the increased enforcement. The funding will assist CCSO in combating serious injury and fatality collisions based on these dangerous driving behaviors.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 141 during calendar year 2017 to 115 by December 31, 2020.

To decrease fatalities in speeding-related crashes 50% from 2 in calendar year 2017 to 1 by December 31, 2020.

To decrease serious injuries in speeding-related crashes 25% from 8 in calendar year 2017 to 6 by December 31, 2020.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 2,607 during Calendar Year 2018 to 2,868 during FFY 2020.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2020.

Additional Contract Objectives:

1. Develop new and update existing PSA's that warn of speeding in school zones, approaching school zones and around bus pick up areas for the beginning of the 2019/2020 school year.
2. Update and create new PSA's for the holiday season that addresses reckless and aggressive driving. Post these PSA's on the department's and county's websites and Facebook pages.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County Board of Supervisors.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Cochise County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2 nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3 rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4 th Quarterly Report and RCI (July 1 to September 30, 2020)	October 15, 2020
Final Statement of Accomplishments	October 15, 2020

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Dannels, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Tod Linendoll, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,571.00
II.	Employee Related Expenses (ERE – 40.00%)	\$3,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$12,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$12,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

- addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

- debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: REA ANNE SERVIA

Title: ADMINISTRATIVE MANAGER

Telephone Number: 520.432.9515 Fax Number: 520.432.1228

E-mail Address: RSERVIA@COCHISE.AZ.GOV

2. Agency's Fiscal Contact:

Name: REA ANNE SERVIA

Title: ADMIN. MGR

Telephone Number: 520.432.9515 Fax Number: 520.432.1228

E-mail Address: RSERVIA@COCHISE.AZ.GOV

Federal Identification Number: 86-6000398

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

COCHISE COUNTY SHERIFF'S OFFICE

Warrant/Check to be mailed to:

(Agency) _____

205. N. JUD DRIVE

(Address) _____

BISBEE, AZ 85603

(City, State, Zip Code) _____

4. DUNS Number:

179781282

(DUNS #) _____

1415 Melody Lane - Bisbee, AZ 85603

(Registered Address & Zip Code) _____

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.
- B. 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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 will certify and disclose accordingly.
- D. 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.

Signature of Project Director:

*Signature of Authorized Official of
Governmental Unit:*

Mark Dannels, Sheriff
Cochise County Sheriff's Office

Peggy Judd, Chairwoman
Cochise County Board of Supervisors



09/12/19 (520) 932-9505
Date Telephone

Date Telephone

GOHS Highway
Safety Contract

Cochise County Sheriff's Office

2020-PTS-014

Approved as to form and authority to enter into agreement:

Britt Hanson

Britt W. Hanson, Legal Counsel for Grantee

09 12 19

Date

Consent 4.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 09/24/2019
Governor's Office of Highway Safety DUI / Impaired Driving Enforcement Grant

Submitted By: Rich Morales, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Rich Morales

TITLE of PRESENTER: Lieutenant

Mandated Function?: Federal or State Mandate

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 Grant 2020-AL-015 with the Arizona Governor's Office of Highway Safety for overtime funding for Driving Under the Influence (DUI)/Impaired Driving Enforcement, in the amount of \$25,000, effective October 1, 2019 through September 30, 2020.

Background:

The Sheriff's Office is a member of the South Eastern Arizona DUI Task Force. As a member of the task force the Sheriff's Office applied for a DUI/Impaired Driving Enforcement grant through the Arizona Governor's Office of Highway Safety. This is a recurring grant that the Sheriff's Office has been awarded annually.

Department's Next Steps (if approved):

If the grant is approved, the contract will be sent back to the Arizona Governor's Office of Highway Safety for final signatures. Upon receiving a signed contract, the Sheriff's Office will begin deploying Deputies for DUI Enforcement details.

Impact of NOT Approving/Alternatives:

If the grant is not approved, the Sheriff's Office will not have funds to pay personnel to participate in DUI Enforcement details.

To BOS Staff: Document Disposition/Follow-Up:

Please sign 2 copies with original signatures and return to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019

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

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

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

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

Source of Funding?: AZGOHS

Fiscal Impact & Funding Sources (if known):

No impact to the county. The grant will cover \$17,857.00 in overtime funding and \$7,143.00 in ERE's.

Attachments

AZGOHS Grant 2019



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, AZ 85603

PROJECT REFERENCE:

Contract Number: 2020-AL-015
Total Estimated Costs: \$25,000.00
Purpose of Project: DUI/Impaired Driving
Enforcement

Dear Sheriff Dannels:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Peggy Judd, Chairwoman BOS, Cochise County, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-5-19
Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37520300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Cochise County Sheriff's Office	GOHS CONTRACT NUMBER: 2020-AL-015
ADDRESS 205 North Judd Drive, Bisbee, AZ 85603	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT Cochise County Board of Supervisors	AGENCY CONTACT: Rich Morales
ADDRESS 1415 Melody Lane, Bisbee, AZ 85603	3. PROJECT TITLE: DUI/Impaired Driving Enforcement
4. GUIDELINES: 402-Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Cochise County Board of Supervisors.

6. BUDGET COST CATEGORY	Project Period FFY 2020
I. Personnel Services	\$17,857.00
II. Employee Related Expenses (40.00%)	\$7,143.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$25,000.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2020

CURRENT GRANT PERIOD FROM: 10-01-2019 TO: 09-30-2020

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 90

Total Population in city/town or county: 128,343

Total Road Mileage: Highway: 592 Local: 4,462 Total: 5,054

	2017	2016	2015
Total Crashes	590	627	609
Total Injury Crashes	158	168	153
Total Fatal Crashes	12	14	11
Total Alcohol-related Crashes	18	27	27
Total Alcohol-related Serious Injuries	12	20	18
Total Alcohol-related Fatalities	6	3	6
Total Speed-related Crashes	141	177	164
Total Speed-related Serious Injuries	8	15	7
Total Speed-related Fatalities	2	4	3

Agency Problem/Attempts to Solve Problem:

Cochise County is approximately 6200 square miles. In addition to being a large county, Cochise County's population is scattered. Sierra Vista is the largest city with approximately 44,000 residents which leaves 84,000 spread out in numerous, smaller communities. Alcohol related fatalities make up 50% of the total crash fatalities in Cochise County. The Sheriff's Office does not have a traffic unit specifically assigned to this type of criminal activity. The only way to assign deputies to DUI details is with supplemental funding. Without the support of the GOHS grant, The Cochise County Sheriff Office's (CCSO) ability to provide targeted impaired enforcement and continued education is severely limited.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Cochise County Board of Supervisors.

How Agency Will Solve Problem with Funding:

CCSO will use the grant funding to provide targeted enforcement of impaired driver-related criminal violations and provide specific public education programs. CCSO will participate in the mandatory DUI details, conduct CUBS details and provide education about the dangers of impaired and distracted driving at a minimum of 2 school or community events. Their goal is to reduce the frequency of impaired or distracted driver fatal or serious injury accidents.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 17% from 18 during calendar year 2017 to 15 by December 31, 2020.

To decrease fatalities in impaired driving-related crashes 33% from 6 in calendar year 2017 to 4 by December 31, 2020.

To decrease injuries in impaired driving-related crashes 33 % from 12 in calendar year 2017 to 8 by December 31, 2020.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2020.

To participate in a minimum of 2 DUI task force operations per quarter during FFY 2020.

Additional Contract Objectives:

1. Participate in two covert underage buyer (CUB) details to check compliance with youth alcohol laws. Conduct a minimum of 2 educational events in schools and communities.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Cochise County Board of Supervisors.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Cochise County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Cochise County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	October 15, 2020
Final Statement of Accomplishments	October 15, 2020

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Dannels, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Rich Morales, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review

Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$17,857.00
II.	Employee Related Expenses (ERE – 40.00%)	\$7,143.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$25,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$25,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.
- B. 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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 will certify and disclose accordingly.
- D. 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.

Signature of Project Director:

Mark Dannels, Sheriff
Cochise County Sheriff's Office

Date

Telephone

*Signature of Authorized Official of
Governmental Unit:*

Peggy Judd, Chairwoman
Cochise County Board of Supervisors

Date

Telephone

Cochise County

ATTEST:

Arlethe G. Rios, Clerk

Board of Supervisors

APPROVED AS TO FORM:

Britt Hanson

Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 09/24/2019

Demands

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 09/24/2019

Approve the appointment of Ms. Suzette Dominguez to the Local Workforce Development Board

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

Approve the appointment of Ms. Suzette Dominguez to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2023.

Background:

Attached is the appointment letter for Ms. Dominguez. The Workforce Development Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the WIOA Board. Attached is a list showing each of the WIOA Board appointees, with appointment date and date term expires.

Department's Next Steps (if approved):

If approved, WIOA will be notified of the appointments and we will request confirmation of an updated WIOA board appointees list.

Impact of NOT Approving/Alternatives:

Vacancies will continue to exist on the WIOA Board with certain segments not being adequately represented.

To BOS Staff: Document Disposition/Follow-Up:

Once approved send appointment letter with Oath of Office and Open Meeting Law requirements to:

Suzette Dominguez MSPC|RSA Supervisor
DES|DERS|Arizona Rehabilitation Services Administration (RSA)
1140 F Avenue Douglas, AZ 85607 | Mail Drop: 5363

and email a scanned copy (letter only) to Johanna Scott at jscott@cpic-cs.org.

Attachments

Dominguez Workforce Development Board Appointment Letter

WDB Terms, Revised 9.6.19



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Michael Trailor
Director

September 6, 2019

Cochise County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

To Whom It May Concern:

Please accept this letter as a recommendation for Suzette Dominguez to be considered as a representative for the Title IV, Vocational Rehabilitation program. Vocational Rehabilitation (VR) works with individuals with disabilities to help them prepare for, gain, and retain employment. It is important that a VR program representative be represented on the Board not only as a required core program partner, but as an organization to advocate for individuals with disabilities seeking employment.

Ms. Dominguez has been a Vocational Rehabilitation Counselor serving clients in Douglas and surrounding areas, and is currently a Vocational Rehabilitation Supervisor for the Douglas and Safford offices. Suzette has shown a strong leadership ability, excellent communication skills and a commitment to advancing the career opportunities for individuals with disabilities and developing community partnerships.

I appreciate the Board considering the appointment of Ms. Dominguez to the Southeastern Arizona Local Workforce Development Board. Please contact me with any questions concerning this recommendation. I may be reached at (602) 364-2907 or email KMackey@azdes.gov.

Sincerely,

Kristen Mackey
Program Administrator
Rehabilitation Services Administration



**Southeastern Arizona Workforce Development Board
2015-2023**

Member Name	Mo/Year Appointed	Service Term	Term Expiration
<i>Four Year Terms 2017 – 2023</i>			
Tim Taylor	October 2017	4 Year	6/30/2021
Teresa Celestine	October 2017	4 Year	6/30/2021
David Howard	October 2017	4 Year	6/30/2021
Steven Garate	October 2017	4 Year	6/30/2021
Tony Boone	November 2017	4 Year	6/30/2021
Brad Dale	September 2019	4 Year	6/30/2023
Suzette Dominquez	September 2019	4 Year	6/30/2023
<i>Four Year Terms 2018 – 2022</i>			
Lauri Martin	May 2018	4 Year	6/30/2022
Doris Tolbert	July 2018	4 Year	6/30/2022
Jack Bauer	July 2018	4 Year	6/30/2022
Ron Curtis	July 2018	4 Year	6/30/2022
Jason Bowling	July 2018	4 Year	6/30/2022
Evonne Cummins	July 2018	4 Year	6/30/2022
Kathleen Bullock	July 2018	4 Year	6/30/2022
Mike Crockett	July 2018	4 Year	6/30/2022
Matt Bolinger	Sept 2018	4 Year	6/30/2022
Mark Gallego	October 2015	4 Year	6/30/2018
Jennifer Martin	September 2018	4 Year	6/30/2022
Abriel Quiroz	November 2018	4 Year	6/30/2022
Wick Lewis	December 2018	4 Year	6/30/2022
Javier Villalobos	January 2019	4 Year	6/30/2022
Emily Muteb	January 2019	4 Year	6/30/2022

**Public Hearings 7.
Development Services**

Regular Board of Supervisors Meeting

Meeting Date: 09/24/2019

Docket R-19-05 (Development Services Fee Schedule Update) Amendment to the Cochise County Development Services Fee Schedule

Submitted By: Christine McLachlan, Development Services

Department: Development Services

Presentation: PowerPoint **Recommendation:** Approve

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

NAME of PRESENTER: Christine McLachlan **TITLE of PRESENTER:** Planner II

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

Docket Number (If applicable): R-19-05

Information

Agenda Item Text:

Adopt Resolution 19-19 to approve Docket R-19-05 amending the Development Services Fee Schedule for Development Services provided by Cochise County.

Background:

Development Services staff is proposing various amendments to Development Services Fee Schedule to eliminate unused fees, remove outdated date-certain fee references, reduce/increase fees based on County costs to provide services, and include new fees associated with new services. The proposed changes were heard by the Board of Supervisors at a July 9, 2019 work session. All proposed changes to the Development Services Fee Schedule have been included on the home page of the Cochise County web page since July 11, 2019.

Department's Next Steps (if approved):

The Development Services Fee Schedule will be amended as shown on Exhibit "A," which is attached to Resolution 19-XX.

Impact of NOT Approving/Alternatives:

The current Development Services Fee Schedule will remain in force. No fee increases or decreases will occur and no fees will be assigned to defray the cost of the three new services.

To BOS Staff: Document Disposition/Follow-Up:

Please sign and record attached Resolution and provide a copy to Development Services.

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 Memo

Resolution

Staff Presentation



Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
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MEMORANDUM

TO: Cochise County Board of Supervisors
FROM: Christine McLachlan, AICP, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Public Hearing, Docket R-19-05 (Development Services Fee Schedule Amendment)
DATE: September 24, 2019

I. BACKGROUND AND PROPOSED CHANGES

The County adopts fee schedules for any specific products and services it provides to the public. The Development Services Fee Schedule assigns fees to ensure the public's health, safety and welfare. Building Fees, which also promote uniformity of construction quality in accordance with various building codes, are included. Also, planning fees are assessed, which encompass the cost of services like re-zonings or special uses.

On July 9, 2019, staff held a work session with the Board of Supervisors to discuss all proposed changes. These edits were subsequently posted on the home page of the County website on July 11, 2019, where they have remained pending this public hearing. This is in accordance with state law, which requires a minimum of 60-days posting on the home page of the County's website. It is intended to allow a thorough public review and comment period. To date, no public comments have been received.

The edits proposed by this docket fall under four general categories. The first category is to remove unused fees. This includes the cost of providing copies of compact discs and the fee for the minor expedited subdivision fee. The second category of change includes removing a date-certain International Code Council table that provides Building Valuation Data, which includes square foot construction costs. This information is updated by the Council at six-month intervals, and the table we have in our fee schedule is from 2015. Rather than adopt a specific table, the fee schedule currently references use of the most recent edition of this data. The third category of fee schedule changes includes revising existing fees to be better aligned to defray their true cost. Staff considered approximate staff time used to process the fees included in the fee schedule as well as comparable fees in other Counties. The following changes to existing fees are proposed:

Planning, Zoning and Building Safety
1415 Melody Lane, Building F
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

SECTION 7 - RESIDENTIAL PERMITS		
Fee Type	Current Fee	Proposed Fee
New Residential One and Two-Family Homes and Additions - Valuation Rates		
Garages, Sheds, Outbuildings, and Accessory Structures (Over 200 SF)	\$39.28 per square foot	no change
Garages, Sheds, Outbuildings, and Accessory Structures with Utilities (Under 200 SF)	\$39.28 per square foot	\$15.00 per square foot
Trade Permits		
Swimming Pool and/or Spa (Includes Barrier)	Per Construction Value	Per Construction Value (\$750 Max.)

SECTION 8 - NON-RESIDENTIAL PERMITS		
Fee Type	Current Fee	Proposed Fee
Temporary Permits		
Temporary Uses	\$30	\$75

SECTION 10 - PLANNING		
Fee Type	Current Fee	Proposed Fee
Special Uses		
Special Use Authorization	\$300 (hearing fee)+ permit fees	\$500 + \$20/acre (\$2,000 max.)
Special Use with Concurrent Rezoning Application	\$75 (hearing fee)+ permit fees	\$100
Subsequent Appeal to the Board of Supervisors	\$300	\$600
Comprehensive Plan Amendments		
Establishments of New Growth Area (Major)	\$500	\$750
Expansion of Existing Growth Area and/or Amendment of Plan Area Designation (Minor)	\$200	\$350
Zoning Amendment		
Amendment of Zoning Regulations (per amendment)	\$250	\$400
Rezoning to Less Intensive District	\$250	removed
Rezoning in Conformance with Adopted Master Development Plan	\$250	\$400
to SM-174, SM-87	\$250	\$400

Zoning Amendment Continued		
to RU-2	\$350 + \$2/acre (\$1,000 max.)	\$450 + \$2/acre (\$1,500 max.)
to SR, R, SM-36, SM-18, SM-9	\$400 + \$10/acre (\$1,000 max.)	\$500 + \$10/acre (\$3,000 max.)
to All Other Districts	\$400 + \$15/acre (\$1,000 max.)	\$500 + \$15/acre (\$4,000 max.)
Board of Adjustment		
Variances	\$300	\$400
Other Fees		
Lot Development Modification Fee	\$75	\$100

SECTION 11 - PLANNING (Subdivisions)		
Fee Type	Current Fee	Proposed Fee
Other Subdivision Fees		
Waivers from Subdivision Regulations	\$100 per waiver	\$250 per waiver
Appeals	\$300	\$600

The final category of proposed changes to the Development Services Fee Schedule is the addition of new services, and not previously included. This includes fees for the recently adopted foreclosure registry and the minor land division permit. Also, it includes a re-advertising fee to cover costly remainings.

Fee Type	Current Fee	Proposed Fee
Foreclosure Registry	N/A	\$150/Annual
Minor Land Division	N/A	2-parcel split \$300, 3-parcel split \$350, 4-parcel split \$400, 5-parcel split \$450
Re-Advertising	N/A	\$250

II. SUMMARY AND RECOMMENDATION

Following a thorough review, staff has determined that the proposed edits and additions to the Cochise County Development Services Fee Schedule are directly attributable to and defray or cover the expenses of the service for which the fee is assessed. Staff is requesting that the Board consider approving the changes as presented.

Sample Motion: *Chairman Supervisor, I move to approve Docket R-19-05 as proposed.*

III. ATTACHMENTS

- A. Resolution Amending the Development Services Department Fee Schedule for Development Services Provided by Cochise County with Exhibit “A” strike-through and underline of the Development Services Fee Schedule attached.

RESOLUTION 19-__

A RESOLUTION AMENDING THE DEVELOPMENT SERVICES DEPARTMENT FEE SCHEDULE FOR DEVELOPMENT SERVICES PROVIDED BY COCHISE COUNTY

WHEREAS, the County may adopt fee schedules for any specific products and services the County provides to the public, pursuant to A.R.S. § 11-251.08; and

WHEREAS, the Board of Supervisors for the County of Cochise desires to add fees for new services that are attributable to foreclosure registry applications, minor land division permits, and associated re-advertising; and

WHEREAS, it is also appropriate for the Board of Supervisors for the County of Cochise to revise fees for public services and products provided by the County's Development Services Department to recuperate costs attributable to development services and products; and

WHEREAS, the Board of Supervisors for the County of Cochise desires to amend the Development Service Department Fee Schedule, pursuant to its authority under A.R.S. § 11-251.08; and

WHEREAS, notification of the proposed action was provided on the County's website, pursuant to the requirements of A.R.S. § 11-251.13; and

WHEREAS, the Board of Supervisors for County of Cochise held a Work Session on July 9, 2019, where it determined that these proposed amendments to the Development Services Department Fee Schedule are necessary and appropriate, and directed staff to proceed with the proposed amendments.

NOW, THEREFOR, BE IT RESOLVED, that the Board of Supervisors for the County of Cochise adopts the following amendment to the Development Services Department Fee Schedule (as set forth in Exhibit A, attached hereto), effective October 1, 2019; and

BE IT FURTHER RESOLVED, that any and all prior fee schedules adopted for the Development Services Department are hereby rescinded, effective October 1, 2019.

PASSED AND ADOPTED by the Board of Supervisors for the County of Cochise,
Arizona this _____ day of _____, 2019.

Tom Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Morrison
Clerk of the Board

APPROVED AS TO FORM

Christine J. Roberts 9/12/2019

Christine J. Roberts
Civil Deputy County Attorney



**Cochise County
Community Development
Development Services**

Public Programs...Personal Service
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“Exhibit A” Fee Schedule:

This Fee Schedule contains the Cochise County Community Development adopted fees as follows:

Section	Area	Page
1	Administration	2
2	Environmental Health	2-3
3	Floodplain	4
4	Highway (Right-of-Way)	4
5	Rural Residential Owner/Builder	4
6	AZ Department of Housing (Manufactured Homes and Factory Built Building)	4
7	Residential Permits (Temporary Permits - Exemption Notes - Miscellaneous Fees – Trade Permits and Flat Rate Fees)	5
7	Residential Permits (Building Code: Determination of Construction Value)	6
7	Residential Permits (Building Code: Permit Fee Rate Schedule - Fees)	7-8
8	Non-Residential Permits (Miscellaneous Fees - Trade Permits – Signs – Temporary Permits)	9
8	Non-Residential Permits (Building Code: Determination of Construction Value)	10
8	Non-Residential Permits (Building Code: Permit Fee Valuation Chart)	11
8	Non-Residential Permits (Building Code: Permit Fee Rate Schedule - Fees)	12-13
9	Code Compliance	14
10	Planning (Special Uses - Modifications – Comprehensive Plan Amendments - Master Development Plans)	14
10	Planning (Amendment of Conditions - Zoning Amendment - Board of Adjustment - Other Fees - Rural Addressing)	15
11	Planning (Subdivisions)	16-17

Section 1 – Administration

Copies of Documents

Subdivision Regulations	\$5
Zoning Regulations	\$15
Ordinances	\$2
Plans & Area Plans	\$15
Assessor's Maps	\$.50 each
Compact Disc	\$6 each
For each Hard Copy Page that is Scanned or Converted into Electronic Format	\$.30 each
8 ½" X 11" black & white	\$.30 each
8 ½" X 11" color	\$.35 each
11" X 17" enlargement/reduction	\$.50 each
Additional charge for special maps which require research	

Section 2 – Environmental Health

County Residential Septic Permit, less than 3,000 GPD	\$235
County Residential Septic Permit, greater than 3,000 GPD, less than 24,000 GPD	\$550
County Residential Septic Permit (additional fee to base rate) *	\$90
County Residential Septic Repair Permit	\$145
County Residential Septic Surcharge	\$700
City Residential Septic Permit, less than 3,000 GPD	\$235
City Residential Septic Permit, greater than 3,000 GPD, less than 24,000 GPD	\$550
City Residential Septic Permit (additional fee to base rate) *	\$90
City Residential Septic Repair Permit	\$145
City Residential Septic Surcharge	\$700
County Commercial Septic Permit, less than 3,000 GPD	\$600
County Commercial Septic Permit, greater than 3,000 GPD, less than 24,000 GPD	\$550
County Commercial Septic Repair Permit	\$145
County Commercial Septic Surcharge	\$700
County Grease Interceptor/Trap (Trade Permit)	\$145
City Commercial Septic Permit, less than 3,000 GPD	\$600
City Commercial Septic Permit, greater than 3,000 GPD, less than 24,000 GPD	\$550
City Commercial Septic Repair Permit	\$145

Continued: Section 2 – Environmental Health

City Commercial Septic Surcharge	\$700
City Grease Interceptor/Trap (Trade Permit)	\$145
Composting Toilet less than 3,000 gallons per day	\$160
Incinerator Electric Toilet	\$350
Incinerator Electric Toilet (additional fee to base rate) *	\$90
Pressure Distribution System, less than 3,000 GPD	\$250
Pressure Distribution System, less than 3,000 GPD (additional fee to base rate) *	\$90
Natural Seal Evaporation Bed, less than 3,000 GPD	\$300
Natural Seal Evaporation Bed, less than 3,000 GPD (additional fee to base rate) *	\$90
Lined Evapotranspiration Bed, less than 3,000 GPD	\$300
Lined Evapotranspiration Bed, less than 3,000 GPD (additional fee to base rate) *	\$90
Wisconsin Mound, less than 3,000 GPD	\$450
Wisconsin Mound, less than 3,000 GPD (additional fee to base rate) *	\$90
Engineered Pad System, less than 3,000 GPD	\$450
Engineered Pad System, less than 3,000 GPD (additional fee to base rate) *	\$90
Intermittent Sand Filter, less than 3,000 GPD	\$300
Intermittent Sand Filter, less than 3,000 GPD (additional fee to base rate) *	\$90
Textile Filter, less than 3,000 GPD	\$350
Textile Filter, less than 3,000 GPD (additional fee to base rate) *	\$90
Sewage Vault, less than 3,000 GPD	\$300
Sewage Vault, less than 3,000 GPD (additional fee to base rate) *	\$90
Sand Lined Trench, less than 3,000 GPD	\$275
Sand Lined Trench, less than 3,000 GPD (additional fee to base rate) *	\$90
Disinfection Device, less than 3,000 GPD	\$275
Disinfection Device, less than 3,000 GPD (additional fee to base rate) *	\$90
Subsurface Drip Irrigation, less than 3,000 GPD	\$350
Subsurface Drip Irrigation, less than 3,000 GPD (additional fee to base rate) *	\$90
Well (Plus \$100 for ADWR or \$150 if in "INA" area)	\$50
County Septic Transfer	\$50
City Septic Transfer	\$50
* If an alternative sewage disposal system incorporates more than one type of technology, the technology with highest fee will be the base rate, with the additional technologies added to the base rate at \$90 for each	

Section 3 – Floodplain

Floodplain Use Permit - Single Family Dwelling/Manufactured/Mobile Home/Principal Structures	\$150
Floodplain Use Permit- Residential Accessory Structures	\$40
Floodplain Use Permit – Non-Residential, Less Than or Equal To \$250,000	\$150
Floodplain Use Permit – Non-Residential, Greater Than \$250,000	\$250
Clearing Permit – Clearing Over One-Acre	\$50

Section 4 – Highway

Right-Of-Way Permit	\$100
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Section 5 – Rural Residential Owner/Builder

Limited Inspection with Plan Review Option

Single-Family Dwelling	\$325 + plan review
Residential Accessory Buildings	\$200

No Inspection – No Plan Review Option

Single-Family Dwelling	\$157
Residential Accessory Buildings	\$147

Section 6 – Arizona Department of Housing

Fees - Manufactured Homes and Factory Built Building

Tables from Arizona Department of Housing	
Description	IGA Fee
Mobile/Manufactured (MFG) Home - Includes 3 Inspections	\$360 each
Factory Built Building – Residential - Includes 3 Inspections	\$450 per story
Factory Built Building – Non-Residential - Includes 3 Inspections	\$4.50/LF per story
Re-Inspection Fee for Manufactured/Mobile Home/Factory-Built Building	\$80
Mobile/Manufactured Home Surcharge	\$220

Section 7 – Residential Permits

Temporary Permits

Temporary RV Permit	\$30
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Exemption Notes

No permit required for one-story detached accessory structures provided the floor area does not exceed 200-square feet and no utilities. Floodplain regulations may apply.
No permit required for decks less than 30-inches in height above the lowest grade within 5-feet of deck edge.
\$1,000 Exemption – If proposed residential construction is less than \$1,000 in market value (defined as the normal retail value of materials and labor performed) a permit is not required. It is suggested, however, that you contact Development Services at (520) 432-9300 to ensure that the size and placement of the structures comply with the Zoning Regulations and other pertinent County requirements. Also, see list of residential exemptions in Section R105.2 of the 2012 International Residential Code, as amended by Cochise County and Article 17 of the Zoning Regulations.

Miscellaneous Fees

Replacement of Job Permit / Sign-Off Card	\$75
Re-Inspection Fee	\$75
Building Permit Renewal Fee	\$50
Utility Compliance Fee	\$50
Inspections for which no Fee is specifically listed such as Courtesy or Investigation	\$104
Inspections outside normal business hours	\$170
Multiple Use Plan	\$50

Trade Permits and Flat Rate Fees

New/Upgrade Water Heater	\$50
Cooler, Furnace, and Air Conditioner Involving Utility Change	\$124
Service Entry (Electrical)	\$124
Miscellaneous Mechanical, Plumbing, and Electrical	\$124
Solar/PV Systems and Wind Turbines	\$124
Walls and Fences over 7' high, Retaining Walls over 4' high (Walls are exempt up to 7' high and 3' high on a corner lot. An informational permit is required if they are over 3' high on a corner lot. Retaining Walls are exempt up to 4' high.) Height is measured from the footing.	\$124
Swimming Pool and/or Spa (Includes barrier)	Per Construction Value (\$750 Max.)
Fireplace	Per Construction Value

Fire Sprinkler and Fire Alarms	Per Construction Value
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Continued: Section 7 – Residential Permits

Residential Building Code Fees

Permit and Plan Review

There is a four-step process to determine the Total Project Fee amount.
First: The total valuation of the proposed construction work needs to be established. For New Structures and Additions this is determined by the square foot size of the structure (measured from the exterior). In the case of Remodeling Work, it would be based on the documented material and labor costs of the project.
Second: A Building Permit Fee is then applied to the valuation of the construction work, obtained in Step One. The only exceptions would be when a permit is using previously approved plans.
Third: A Plan Review Fee (a percentage of the Building Permit Fee) is added when a project requires Plan Review. This will be the Total Building Permit Fee.
Fourth: Apply Residential and other applicable fees to Total Building Permit Fee to determine the Total Project Fee.

(Step 1) - Determination of Construction Values

New Residential One and Two-Family Homes and Additions – Valuation Rates:

Residential Structures Valuation Rate (includes conditioned Arizona Rooms)	\$91.56 per square foot
Garages, Sheds, Outbuildings, and Accessory Structures (over 200 SF)	\$39.28 per square foot
Garages, Sheds, Outbuildings, and Accessory Structures (under 200 SF with utilities)	\$15.00 per square foot
Basements, Decks, Patios, Porches, Carports	\$15.00 per square foot

Residential Remodel Work and Phased Construction - Valuation:

Residential Remodel, Phased Construction, Repairs, Alterations, Renovations, Restorations, Shell Only Structures & Foundation Only	Use Contract Value *
* Projects shall have values determined by proven actual project cost documents (copy of signed Contracts and/or Material & Labor estimates based on fair market retail value). These Material and Labor values should include all trade costs (e.g. Carpentry, Electrical, Plumbing and Mechanical).	
The Residential Construction Values listed for new complete structures & additions include the permit fees for the entire project, including miscellaneous trades (e.g. Electrical, Plumbing and Mechanical).	

(Step 2) - Determination of Building Permit Fee to Be Applied

After Valuation of the proposed construction work has been determined, a Building Permit Fee is then determined from the Fee Schedule below. Be sure to apply the Fees that are listed below the table when applicable.

For Construction Begun Without a Permit	Additional Permit Fee Minus Plan Review*
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Continued: Section 7 – Residential Permits

Continued: Determination of Building Permit Fee to Be Applied

* Whenever any work for which a permit is required by the building code has been commenced without first obtaining said permit, a Work without Permit fee is required for the amount equal to the Building Permit Fee, in addition to the normal required permit fee, with a minimum penalty of \$100.00 and a maximum of \$2500.00.

Residential Building Permit Fee Rate Schedule

Total Valuation of Work	Fee Amount
\$1 to \$500	\$24.00
\$501 to \$5,000	\$30.00 for the first \$500; plus \$1.00 for each additional \$100 or fraction thereof, up to and including \$5,000
\$5,001 to \$40,000	\$69.00 for the first \$2,000; plus \$11.00 for each additional \$1,000 or fraction thereof, up to and including \$40,000
\$40,001 to \$100,000	\$487.00 for the first \$40,000; plus \$9.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7.00 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,827.00 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327.00 for the first \$1,000,000; plus \$3.00 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1.00 for each additional \$1,000 or fraction thereof

(Step 3) - Plan Review Fee

Plan Review Fees are in addition to Permit Fees and are based on a percentage of the Building Permit Fee charged. The review fee charged reflects the time spent in the review of construction plans and submittal information. The Plan Review Fee entitles the applicant to three submissions and reviews of the documents submitted. If the applicant is unable to obtain approval of his application with these three attempts, an additional plan review fee rate of \$50.00 per hour (1-hour min) will be assessed as noted below.

Residential Plan Review Fee:	65% of the Building Permit Fee (Up to and including four-plex)
Additional Plan Review Fees: Required by changes, additions or revisions to plans as requested by the applicant; or for those required reviews in addition to the three reviews allowed under the Plan Review Fee listed above.	\$50.00 per hour (1-hour minimum)

Continued: Section 7 – Residential Permits

Building Permit and Plan Review Notes:

(1) No subsequent step in the permit process shall be undertaken without all fees being paid.
(2) Whenever any work for which a permit is required by the building code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. A Work without Permit Fee shall be collected whether or not a permit is then or subsequently issued. The Work Without Permit Fee is an amount equal to the Building Permit Fee, in addition to the normal required permit fee, with a minimum penalty of \$100.00 and a maximum of \$2500.00.
(3) The square footage for a Residential 'Alternative Construction' type structure, with increased exterior wall thickness, shall be measured from an assumed 8" wall thickness.
(4) Complete Plans (all trades) need to be submitted for review.

(Step 4) - Total Project Fee

To determine the Total Project Fees, add any applicable miscellaneous fees such as Work without Permit Fee, as well as other departmental fees to the Total Building Permit Fee.
When the County's consulting engineer is utilized for plan reviews or meetings, the owner will pay the full cost charged to the County by the consulting engineer.

Example

1. 2,000 square foot R-3 occupancy type VB construction Building @\$91.56 square foot = \$184,000.00 Valuation
2. \$1027.00 + (\$7.00 x 84 = \$588) = \$1,615. (fee amount)
3. Plan Review Fee (65% of fee amount) = \$1,615.00 + \$1,049.75 = \$2,664.75 Total Building Permit Fee
4. Add on any additional or miscellaneous fees (e.g. residential septic \$235) + \$235 = \$2899.75

5. = \$2,899.75 Total Project Fee

Section 8 – Non-Residential Permits

Miscellaneous Fees

Replacement of Job Permit / Sign-Off Card	\$75
Re-Inspection Fee	\$75
Building Permit Renewal Fee	\$50
Utility Compliance Fee	\$100
Inspections for which no Fee is specifically listed such as Courtesy or Investigation	\$104
Inspections outside normal business hours	\$170
Review of drainage reports, traffic analyses or other engineering reports	Same fee as listed under Subdivisions
Non-Residential Development Comment Resolution Meetings	\$150 each
However, if the County's consulting engineer commented on the Development Plan and participates in the meeting, the developer will pay the full costs charged to the County by the consulting engineer, typically an additional \$350 per meeting which includes travel expenses.	

Trade Permits

Cooler, Furnace, Air Conditioner, and Water Heater – Involving Utility Change	Per Construction Value
Service Entry (Electrical)	Per Construction Value
Miscellaneous Mechanical, Plumbing, and Electrical	Per Construction Value
Swimming Pool and/or Spa (Includes barrier)	Per Construction Value
Fireplace	Per Construction Value
Fire Sprinkler and Fire Alarms	Per Construction Value
Solar/PV Systems, Consulting Fees May Apply	At County Cost
Wind Generating Systems, Consulting Fees May Apply	Per Construction Value
Walls, Fences, and Retaining Walls	Per Construction Value

Sign Permits

Signs, Digital Signs, Billboards	Per Construction Value
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Temporary Permits

Temporary Uses	\$30-\$75
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Continued: Section 8 – Non-Residential Permits

Building Code Fees

Permit and Plan Review

There is a four-step process to determine the Total Project Fee amount.

First: The total valuation of the proposed construction work needs to be established. For New Structures and Additions this is determined by the square foot size and construction type of the structure (measured from the exterior) using the International Code Council's Building Valuation Data that follows. In the case of Remodeling Work it would be based on the documented material and labor costs of the project.

Second: A Building Permit Fee is then applied to the valuation of the construction work, obtained in Step One below from the Commercial Building Permit Fee Schedule listed.

Third: A Plan Review Fee (a percentage of the Building Permit Fee) is added when a project requires Plan Review.

Fourth: Apply Non-Residential and other applicable fees to the Total Building Permit Fee to determine the Total Project Fee.

(Step 1) - Determination of Construction Values

New – Non-Residential and Other than One-and Two-Family Structures – Valuation Rates

All new Structures, other than those that are One-and Two-Family Residential Structures, shall have the square foot valuation applied that is listed on the most current published International Code Council's Building Valuation Data, released semi-annually, based on the type of construction.

Note: The Commercial Construction Values listed for new complete structures & additions include the permit fees for the entire project, including miscellaneous trades (e.g. Electrical, Plumbing and Mechanical).

Non-Residential Remodel Work and Phased Construction – Valuation:

Repairs, Alterations, Renovations, Restorations, Shell Only Structures and Tenant Fit-Ups	Use Contract Value *
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* Projects shall have values determined by proven actual project cost documents (copy of signed Contracts and/or Material and Labor estimates based on fair market retail value). These Material and Labor values should include all trade costs (e.g. Carpentry, Electrical, Plumbing, and Mechanical).

Continued: Section 8 – Non-Residential Permits

Square Foot Construction Costs a, b, c, d

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	233.95	225.89	220.42	211.39	198.92	193.15	204.70	181.63	174.97
A-1 Assembly, theaters, without stage	214.40	206.35	200.88	191.84	179.53	173.76	185.16	162.23	155.58
A-2 Assembly, nightclubs	182.86	177.56	173.06	166.05	156.54	152.22	160.22	141.73	136.94
A-2 Assembly, restaurants, bars, banquet halls	181.86	176.56	171.06	165.05	154.54	151.22	159.22	139.73	135.94
A-3 Assembly, churches	216.47	208.41	202.95	193.91	181.79	176.02	187.23	164.50	157.85
A-3 Assembly, general, community halls, libraries, museums	180.57	172.51	166.04	158.00	144.89	140.11	151.32	127.59	121.94
A-4 Assembly, arenas	213.40	205.35	198.88	190.84	177.53	172.76	184.16	160.23	154.58
B-Business	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
E-Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	111.86	106.71	100.58	96.68	86.77	82.81	92.61	72.75	68.09
F-2 Factory and industrial, low hazard	110.86	105.71	100.58	95.68	86.77	81.81	91.61	72.75	67.09
H-1 High Hazard, explosives	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	N.P.
H234 High Hazard	104.68	99.53	94.40	89.50	80.80	75.84	85.43	66.78	61.12
H-5 HPM	186.69	179.79	173.86	165.19	150.70	145.02	158.70	132.31	126.48
I-1 Institutional, supervised environment	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
I-2 Institutional, hospitals	314.17	307.27	301.34	292.67	277.18	N.P.	286.18	258.79	N.P.
I-2 Institutional, nursing homes	217.67	210.77	204.84	196.17	182.68	N.P.	189.68	164.29	N.P.
I-3 Institutional, restrained	212.42	205.52	199.59	190.92	177.93	171.25	184.43	159.54	151.71
I-4 Institutional, day care facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
M-Mercantile	136.25	130.95	125.45	119.44	109.43	106.11	113.60	94.63	90.83
R-1 Residential, hotels	189.35	182.99	177.74	170.33	156.80	152.58	170.42	140.62	136.29
R-2 Residential, multiple family	158.84	152.48	147.23	139.81	127.05	122.83	139.91	110.87	106.54
R-3 Residential, one- and two-family ^a	148.17	144.14	140.42	136.90	131.89	128.41	134.60	123.40	116.15
R-4 Residential, care/assisted living facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
S-1 Storage, moderate hazard	103.68	98.53	92.40	88.50	78.80	74.84	84.43	64.78	60.12
S-2 Storage, low hazard	102.68	97.53	92.40	87.50	78.80	73.84	83.43	64.78	59.12
U-Utility, miscellaneous	80.38	75.90	71.16	67.61	60.99	57.00	64.60	48.23	45.92

a. — Private Garages use Utility, miscellaneous

- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) – \$21.00 per sq. ft.

Continued: Section 8 – Non-Residential Permits

(Step 2) - Determination of Building Permit Fee to Be Applied

After the *Valuation* of the proposed construction work has been determined by one of the approved methods, a *Building Permit Fee* is then applied from the below *Fee Schedule*.

For Construction Begun Without a Permit.

Additional Permit Fee Minus Plan Review*

*Whenever any work for which a permit is required by the building code has been commenced without first obtaining said permit, a Work without Permit Fee is required for the amount equal to the Building Permit Fee, in addition to the normal required permit fee, with a minimum penalty of \$100.00 and a maximum of \$2500.00.

Building Permit Fee Rate Schedule

Total Valuation of Work	Fee Amount
\$1 to \$500	\$24.00
\$501 to \$2,000	\$24.00 for the first \$500; plus \$3.00 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 to \$40,000	\$69.00 for the first \$2,000; plus \$11.00 for each additional \$1,000 or fraction thereof, up to and including \$40,000
\$40,001 to \$100,000	\$487.00 for the first \$40,000; plus \$9.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7.00 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$3,827.00 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327.00 for the first \$1,000,000; plus \$3.00 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1.00 for each additional \$1,000 or fraction thereof

Continued: Section 8 – Non-Residential Permits

(Step 3) - Plan Review Fee

Plan Review Fees are in addition to Permit Fees and are based on a percentage of the Building Permit Fee charged. The review fee charged reflects the time spent in the review of construction plans and submittal information. The Plan Review Fee entitles the applicant to three submissions and reviews of the documents submitted. If the applicant is unable to obtain approval of his application with these three attempts, an additional plan review fee rate of \$50.00 per hour (1-hour min) will be assessed as noted below.

Non-Residential Plan Review Fee (Includes three reviews)	65% of the Building Permit Fee
Additional Plan Review Fees: Required by changes, additions or revisions to plans as requested by the applicant; or for those required reviews in addition to the three reviews allowed under the Plan Review Fee listed above.	\$50.00 per hour (1-hour minimum)

Building Permit and Plan Review Notes

1. No subsequent step in the permit process shall be undertaken without all fees being paid.
2. Whenever any work for which a permit is required by the building code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. A Work without Permit Fee shall be collected whether or not a permit is then or subsequently issued. The Work without Permit Fee is an amount equal to the Building Permit Fee, in addition to the normal required permit fee, with a minimum penalty of \$100.00 and a maximum of \$2500.00.
3. The square footage for a Residential 'Alternative Construction' type structure, with increased exterior wall thickness, shall be measured from an assumed 8" wall thickness.
4. Complete Plans (all trades) need to be submitted for review.

(Step 4) - Total Project Fee

To determine the Total Project Fees, add any applicable miscellaneous fees such as Work without Permit Fee, as well as any other departmental fees to the Total Building Permit Fee.

When the County's consulting engineer is utilized for plan reviews or meetings, the owner will pay the full cost charged to the County by the consulting engineer.

Example

1. 2,000 square foot B occupancy type VB construction Office Building @\$126.48 square foot = \$252,960 Valuation
2. $\$1,027.00 + (\$7.00 \times 153 = \$1,071.00) = \$2,098.00$ fee amount
3. Plan Review Fee (65% of fee amount) = $\$1,363.70 + \$2,098.00 = \$3,461.70$ Total Building Permit Fee
4. Add on any additional or miscellaneous fees (e.g. non-residential septic \$600) = $\$600 + \$3,461.70 = \$4,061.70$
5. = $\$4,061.70$ Total Project Fee

Section 9 – Zoning – Code Compliance

Zoning Permits Surcharge – For Construction begun without a permit

Permit Issued After First Enforcement Letter	\$100
Permit Issued After Second Enforcement Letter	\$200
Permit Issued After Notice of Hearing	\$400
Hearing Officer Appeal Fee	\$300

Section 10 – Planning

Special Uses

Special Use Authorization	\$300 (hearing fee) + permit fee \$500 + \$20/acre (\$2,000 max.)
Special Use Authorization with Concurrent Rezoning Application	\$75 (hearing fee) + permit fee \$100
Subsequent Appeal to the Board of Supervisors	\$300 \$600
Review of drainage reports, traffic analyses or other engineering reports	Same fee as listed under Subdivisions

Modifications and/or Extensions

Modifications of Approved conditions or requests for extensions other than as specified herein	\$150
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Comprehensive Plan Amendments

Establishment of new growth area (major)	\$500 \$750
Expansion of existing growth area and/or amendment of plan area designation (minor)	\$200 \$350
Review of drainage reports, traffic analyses or other engineering reports	Same fee as listed under Subdivisions

Master Development Plans

0 - 10 acres	\$400
11 - 40 acres	\$500
41 - 100 acres	\$600 + \$10/acre
101 + acre	\$800 + \$10/acre maximum \$8,000
Any required special advertising or environmental analysis	Applicant will pay actual additional costs

Review of drainage reports, traffic analyses or other engineering reports	Same fee as listed under Subdivisions
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Continued: Section 10 – Planning

Amendment of Conditions or Policies of Adopted MDP

Other than substantial amendments requiring re-advertising	\$200
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Zoning Amendments

Amendment of Zoning Regulations (per amendment)	\$250 \$400
Rezoning to Less Intensive District	\$250
Rezoning in Conformance with Adopted Master Development Plan	\$250 \$400
to SM-174, SM-87	\$250 \$400
to RU-2	\$350 + \$2/acre (\$1,000 max.) \$450 + \$2/acre (\$1,500 max.)
to SR, R, SM-36, SM-18, SM-9	\$400 + \$10/acre (\$2,500 max.) \$500 + \$10/acre (\$3,000 max.)
to All Other Districts	\$400 + \$15/acre (\$3,500 max.) \$500 + \$15/acre (\$4,000 max.)
Review of drainage reports, traffic analyses or other engineering reports	Same fee as listed under Subdivisions

Board of Adjustment

Variances	\$300 \$400
Appeal of Interpretation/Decisions of Zoning Inspector (Fee will be refunded if the appeal is upheld)	\$150

Other Fees

Lot Development Modification Fee	\$75 \$100
Foreclosure Registry	\$150/Annual
Minor Land Division	2-parcel split \$300, 3-parcel split \$350, 4-parcel split \$400, 5-parcel split \$450
Re-Advertising	\$250

Rural Addressing Fees

Filing of Road Naming/Renaming Petition (This fee is waived if action is initiated by Rural Addressing)	\$150
Fee per Road Sign Changed by Petition (This fee is waived if action is initiated by Rural Addressing)	\$135
Rural Addressing Review Fee This fee only applies to city permits.	\$15

Section 11 – Planning – Subdivisions

Tentative Plat Fee

\$650+ \$20 per lot (Covers 1st & 2nd review-\$150 for each additional review). Covers the costs of County staff participation in one Subdivision Committee meeting. However, if the County's designated consulting engineer commented on the plat and participates in the meeting, the subdivider will pay the full cost charged to the County by the consulting engineer, typically \$350 per meeting which includes travel expenses. See below if additional such meetings are required.

Improvement Plan Review Fee

No charge if Improvement Plans are self-certified by a professional Civil Engineer registered to practice in the State of Arizona. If plans are submitted for County review, the fee would be \$126 per sheet if qualified County staff is available to review them. If necessary, the County will submit plans to the County's designated consulting engineer for their review and the full cost of this review will be paid by the subdivider, typically \$200 per sheet. The subdivider may elect to pay a fee for an "expedited review" of the plans by the County's consulting engineer; the cost for this review would be double the normal fee charged by the consultant, typically \$400 per sheet, and the timeframe for the consultant's expedited review would be half the normal time, typically, less than one week.

Final Plat Fee

\$650 + \$10 per lot (50% to Highway & Floodplain) (Covers 1st & 2nd review-\$150 for each additional review). Covers one Subdivision Committee meeting. However, if the County's designated consulting engineer commented on the plat and participates in the meetings, the subdivider will pay the full cost charged to the County by the consulting engineer, typically \$350 per meeting which includes travel expenses. See below if additional such meetings are required.

~~Minor Expedited Subdivision Fee~~

~~No initial fee, although other fees may apply (e.g. floodplain, drainage, waivers).~~

Drainage Report Review

\$350 for the 1st and 2nd review plus \$175 for each additional review of subsequent revised reports if the reports are reviewed by County staff. At the department's discretion, the County will submit the report to the County's designated consulting engineer and the full cost of their review will be paid by the subdivider/developer.

Continued: Section 11 – Planning - Subdivisions

Subdivision Committee Meetings

No charge for pre-application review of basic or conceptual plats by County staff. The initial Tentative Plat and the Final Plat fee covers the costs of one required Subdivision Committee Meeting each. Any additional necessary Subdivision Committee meeting(s) will require an additional \$150 per meeting for County staff participation. If the County's consulting engineer commented on the plat and participates in the meeting, the subdivider will pay the full costs charged to the County by the consulting engineer, typically an additional \$350 which includes travel expenses.

Traffic Impact Analyses (TIA) or Traffic Study Review

\$350 for the 1st and 2nd review, plus \$175 for review of each subsequent revision if the report is reviewed by County staff. At the department's discretion, the County will submit the report to the County's designated consulting engineer and the full cost of their review will be paid by the subdivider/developer.

Other Subdivision Fees

Health Subdivision Plan Review	\$200
Tentative Plat Time Extensions	\$500
Waivers from Subdivision Regulations	\$100 per waiver <u>\$250 per waiver</u>
Amended Plats	\$300
Assurance Agreement Time Extensions	\$500
Substitution of Assurance Agreement	\$300
Plat Abandonments	\$300
Appeals	\$300 <u>\$600</u>
Inspection of Private Roads	\$50 per hour

Adopted 09/14/87, Resolution 87-77
Amended 11/21/88, Resolution 88-98
Amended 08/02/93, Ordinance 008-93 and Ordinance 009-93
Amended 10/18/93, Ordinance 010-93
Amended 06/05/95, Ordinance 019-95
Amended 10/04/99, Resolution 99-68
Amended 12/18/01, Resolution 01-80
Amended 05/27/03, Resolution 32-03
Amended 08/05/03, Resolution 03-52
Amended 06/22/04, Resolution 04-41
Amended 01/13/09, Ordinance 037-09
Amended 5/19/09, Ordinance 038-09
Amended 5/1/18, Resolution 18-06

[New Fee Schedule, Effective October 1, 2019](#)

COCHISE COUNTY

Community Development Fee Schedule

Board of Supervisors
September 24, 2019

Cochise County
Development Services



Public Programs...Personal Service

COCHISE COUNTY

Purpose

1. Remove unused fees/services
2. Remove a date-certain IBC Building Valuation table
3. Change fees
4. Add fees corresponding to additional services offered



COCHISE COUNTY

2. Remove a date-certain IBC Building Valuation table

Remove
"Square Foot
Construction
Costs" table in
Section 8-Non-
Residential
Permits

Continued: Section 8 – Non-Residential Permits

~~Square Foot Construction Costs a, b, c, d~~

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	233.95	225.89	220.42	211.39	190.92	193.15	204.70	181.63	174.07
A-1 Assembly, theaters, without stage	214.40	200.35	200.00	191.04	179.53	173.70	185.10	162.23	155.58
A-2 Assembly, nightclubs	102.00	177.50	173.00	160.05	150.54	152.22	100.22	141.73	130.94
A-2 Assembly, restaurants, bars, banquet halls	161.86	176.36	171.06	165.05	154.54	151.22	159.22	139.73	135.94
A-3 Assembly, churches	216.47	208.41	202.95	193.91	181.70	176.02	187.23	164.50	157.85
A-3 Assembly, general, community halls, libraries, museums	180.37	172.51	166.04	156.00	144.89	140.11	151.32	127.59	121.94
A-4 Assembly, arenas	213.40	205.35	198.88	190.84	177.53	172.76	184.18	160.23	154.58
B Business	100.09	179.79	173.00	165.19	150.70	145.02	150.70	132.31	126.40
E Educational	187.52	190.73	185.77	177.32	165.32	150.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	111.86	106.71	100.58	96.68	86.77	82.81	92.61	72.75	68.00
F-2 Factory and industrial, low hazard	110.86	105.71	100.58	95.68	86.77	81.81	91.61	72.75	67.09
H-1 High Hazard, explosives	104.08	99.53	94.40	89.50	80.80	75.84	85.43	66.78	N.P.
H234 High Hazard	104.08	99.53	94.40	89.50	80.80	75.84	85.43	66.78	61.12
H-3 HPM	186.89	179.79	173.86	165.19	150.70	145.02	150.70	132.31	126.40
I-1 Institutional, supervised environment	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
I-2 Institutional, hospitals	314.17	307.27	301.34	292.67	277.18	N.P.	286.18	250.79	N.P.
I-2 Institutional, nursing homes	217.07	210.77	204.84	190.17	182.08	N.P.	189.66	164.29	N.P.
I-3 Institutional, restrained	212.42	205.52	199.50	190.92	177.93	171.25	184.43	159.54	151.71
I-4 Institutional, day-care facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
M Mercantile	136.25	130.95	125.45	119.44	109.43	106.11	113.60	94.63	90.83
R-1 Residential, hotels	189.35	182.99	177.74	170.33	150.80	152.58	170.42	140.82	136.29
R-2 Residential, multiple family	158.84	152.48	147.23	139.81	127.05	122.83	139.91	110.87	106.54
R-3 Residential, one- and two-family^d	148.17	144.14	140.42	136.90	131.89	126.41	134.00	125.40	116.15
R-4 Residential, care/assisted living facilities	187.63	181.26	176.01	168.60	155.33	151.11	168.69	139.15	134.82
S-1 Storage, moderate hazard	103.68	98.53	92.40	88.50	78.80	74.84	84.43	64.78	60.12
S-2 Storage, low hazard	102.00	97.53	92.40	87.50	78.00	73.04	83.43	64.78	59.12
U Utility, miscellaneous	80.36	75.90	71.16	67.01	60.99	57.00	64.00	40.23	45.92

- ~~a. Private Garages use Utility, miscellaneous~~
- ~~b. For shell only buildings deduct 20 percent~~
- ~~c. N.P. = not permitted~~
- ~~d. Unfinished basements (Group R-3) = \$21.00 per sq. ft.~~



COCHISE COUNTY

3. Change and Add Fees: Comparables

Cochise County

Land Area = 6,165 sq.mi./ Density = 23 people/sq.mi.

Median HH Income: \$47,847

Coconino County

Land Area = 18,618 sq.mi. / Density = 7 people/sq.mi.

Median HH Income: \$53,523

Gila County

Land Area = 4,757 sq.mi. / Density = 11 people/sq.mi.

Median HH Income: \$41,179

Navajo County

Land Area = 9,950 sq.mi. / Density = 11 people/mi

Median HH Income: \$38,798

Yavapai County

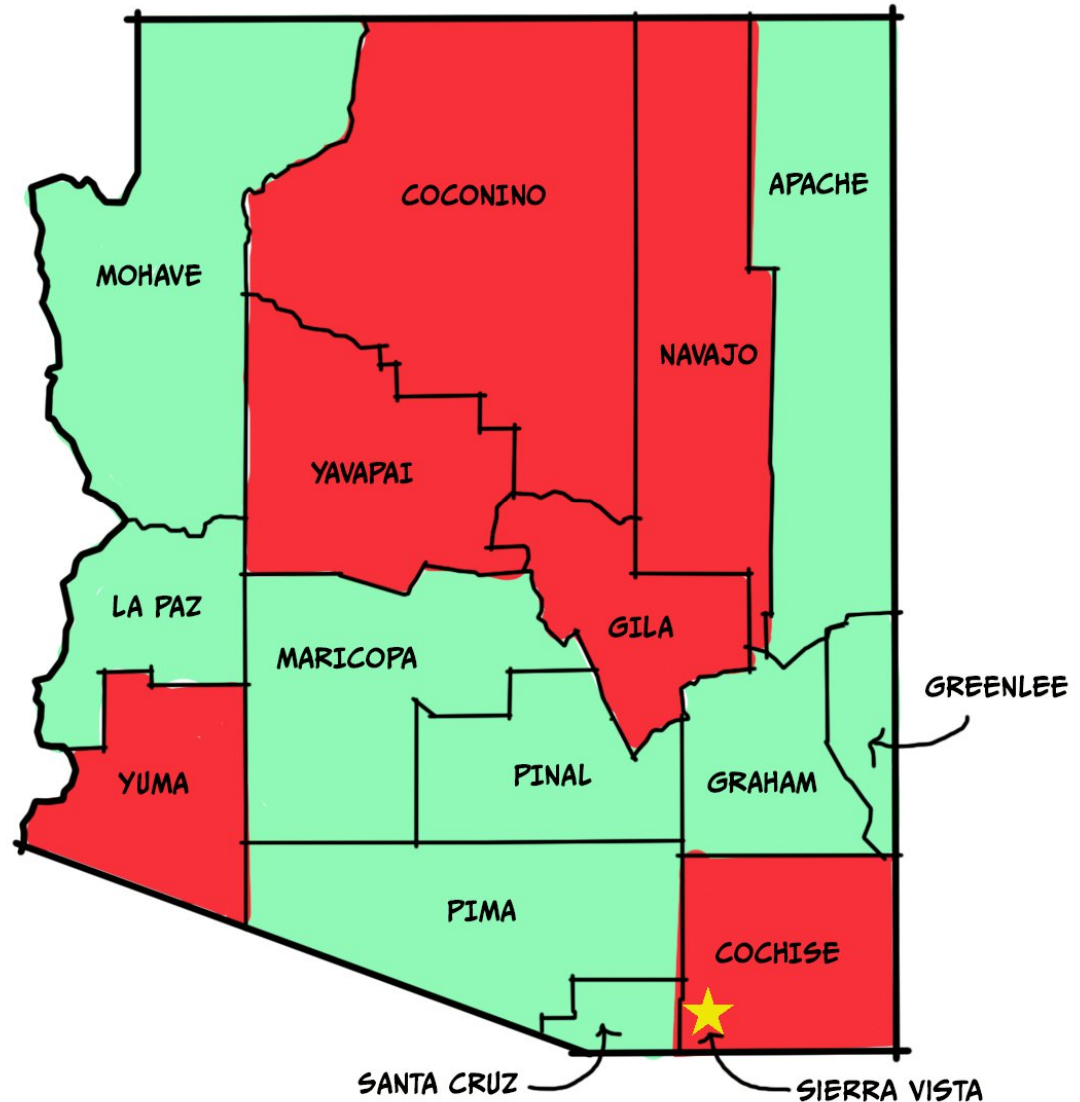
Land Area = 8,123 sq.mi. / Density = 26 people/mi.

Median HH Income: \$48,259

Yuma County

Land Area = 5,513 sq.mi./ Density = 36 people/mi.

Median HH Income: \$43,253



COCHISE COUNTY

3. Change Fees: Section 7 – Residential Permits

Sheds, Outbuildings, and Accessory Structures (Step 1: Valuation Rate)

- Current Fee: \$39.28/SF
- Proposed Fee: no change if over 200 SF, \$15/SF if under 200 SF (with utilities)
- Example: 200 SF Shed Permit

	Step 1	Step 2	Step 3	Total Fee
Existing	\$7,856	\$133	\$86.72	\$220.14
Proposed	\$3,000	\$55	\$35.75	\$90.75



COCHISE COUNTY

3. Change Fees: Section 7 – Trade Permits and Flat Rate Fees

Swimming Pool and/or Spa (Includes Barrier)

- Current Fee: Per Construction Value
- Proposed Fee: Per Construction Value (\$750 max.)
- Example: \$105,000 New Pool

	Step 1	Step 2	Step 3	Total Fee
Existing	\$105,000	\$1,062	\$690.30	\$1,752.30
Proposed	\$105,000	\$750	\$487.50	\$1,237.50
Average Pool (\$30k)	30,000	\$537	\$349.05	\$886.05

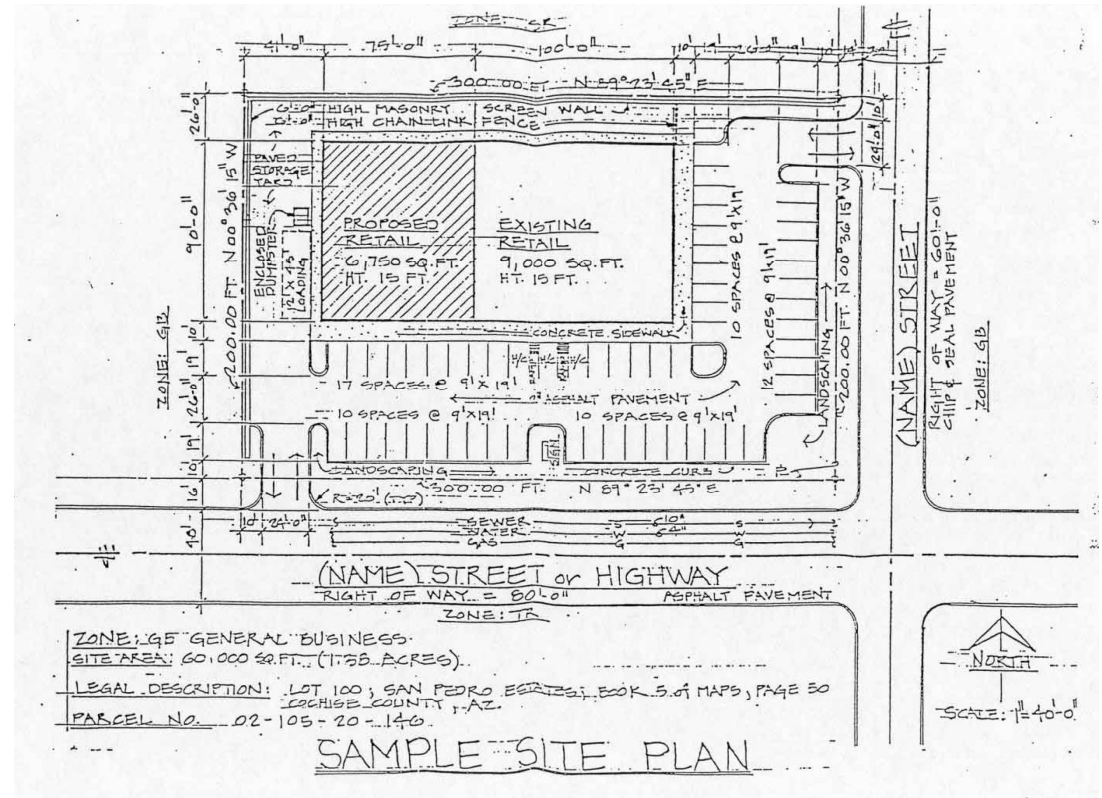


COCHISE COUNTY

3. Change Fees: Section 8 – Non-Residential Permits

Temporary Permits

- Temporary Uses:
Temporary Dwelling
During Construction,
Construction Equipment
Storage, Subdivision
Sales Office, Carnival,
Christmas Tree Sales,
Public Interest Events,
Outdoor Retail Sales of
Products
- Existing Fee: \$30
- Proposed Fee: \$75



COCHISE COUNTY

3. Change Fees: Section 10– Planning

Special Uses

- Definition
- Review Required
- Existing and Proposed Fees

SECTION 10- PLANNING		
Fee Type (existing fees)	Current Fee	Proposed Fee
Special Uses		
Special Use Authorization	\$300 (hearing fee) + permit fee	\$500 + \$20/acre (\$2,000 max.)
Special Use Authorization with Concurrent Rezoning Application	\$75 (hearing fee) + permit fees	\$100
Subsequent Appeal to the Board of Supervisors	\$300	\$600



COCHISE COUNTY

3. Change Fees: Section 10– Planning

Comprehensive Plan Amendments

- Definition
- Review Required
- Existing and Proposed Fees

SECTION 10- PLANNING		
Fee Type (existing fees)	Current Fee	Proposed Fee
Comprehensive Plan Amendments		
Establishment of new growth area/ (major amendment)	\$500	\$750
Expansion of existing growth area and/or amendment of plan area designation/(minor)	\$200	\$350



COCHISE COUNTY

3. Change Fees: Section 10– Planning

Zoning Amendments

- Definition
- Review Required
- Existing and Proposed Fees

SECTION 10- PLANNING		
Fee Type (existing fees)	Current Fee	Proposed Fee
Zoning Amendments		
Amendment of Zoning Regulations (per amendment)	\$250	\$400
Rezoning to Less Intensive District	\$250	remove
Rezoning in Conformance with Adopted Master Development Plan	\$250	\$400
to SM-174, SM-87	\$250	\$400
to RU-2	\$350 + \$2/acre (\$1,000 max.)	\$450 + \$2/acre (\$1,500 max.)
to SR, R, SM-36, SM-18, SM-9	\$400 + \$10/acre (\$2,500 max.)	\$500 + \$10/acre (\$3,000 max.)
to All Other Districts	\$400 + \$15/acre (\$3,500 max.)	\$500 + \$15/acre (\$4,000 max.)



COCHISE COUNTY

3. Change Fees: Section 10– Planning

Board of Adjustment/Other Fees

- Definition
- Review Required
- Existing and Proposed Fees

SECTION 10- PLANNING		
Fee Type (existing fees)	Current Fee	Proposed Fee
Board of Adjustment		
Variances	\$300	\$400
Other Fees		
Lot Development Modification Fee	\$75	\$100



COCHISE COUNTY

3. Change Fees: Section 11– Planning (Subdivisions)

Other Subdivision Fees

- Definition
- Review Required
- Existing and Proposed Fees

SECTION 11- PLANNING - SUBDIVISIONS		
Fee Type (existing fees)	Current Fee	Proposed Fee
Other Subdivision Fees		
Waivers from Subdivision Regulations	\$100 per waiver	\$250 per waiver
Appeals	\$300	\$600



COCHISE COUNTY

4. Add fees corresponding to additional services offered: Minor Land Division

Minor Land Division

- Applicability
- Rate structure
- Comparable Fees
- Proposed

County	Fee
Coconino	2-lots \$864
	3-lots \$1296
	4-lots \$1728
	5-lots \$2160
Navajo	2-lots \$300
	3-lots \$325
	4-lots \$350
	5-lots \$375
Gila	2-lots \$500
	3-lots \$550
	4-lots \$600
	5-lots \$650
Yavapai	2-lots \$200
	3-lots \$300
	4-lots \$400
	5-lots \$500
Yuma	\$420

County	Fee
All County Average	2-lots \$306
	3-lots \$399
	4-lots \$492
	5-lots \$585
Comparable County Average	2-lots \$456
	3-lots \$578
	4-lots \$700
	5-lots \$821
Proposed	2-lots \$300
	3-lots \$350
	4-lots \$400
	5-lots \$450



COCHISE COUNTY

4. Add fees corresponding to additional services offered: Foreclosure Registry

Foreclosure Registry

- Applicability
- Comparable Fees
- Proposed

Municipality	Fee
Sierra Vista, AZ	\$150 (Annual)
Eloy, AZ	\$25
Tombstone, AZ	\$200 (First Year), \$500 (Second Year) \$1,000 (Third + each Subsequent Year)
Bullhead City, AZ	\$150 (Annual)
Proposed	\$150 (Annual)



COCHISE COUNTY

4. Add fees corresponding to additional services offered: Re-advertising

Re-Advertising

- Applicability
 - Comparable Fees
 - Current Fees: \$0
 - Proposed: \$250
1. Hold at least one public hearing thereon after at least 15-days' notice by one publication in a newspaper of general circulation in the County seat and by posting the area included in the proposed special use(s).
 2. Send notice by first class mail to each owner of real property, as shown on the most recent available records of the last property tax assessment, located within 300-feet of the proposed area of the proposed special use(s), if within Growth Categories A, B, or C, or within 1500-feet, if within a Category D area, and to each county and municipality which is contiguous to the area of the proposed special use(s). If the special use application proposes an airport, airstrip, firearms range, manufacturing, or storage of hazardous materials as a principal use, feedlot, or electric generation plant, then notification by the Planning Commission of property owners shall extend to 1-mile from the subject parcel(s). The notice sent by mail shall include, at a minimum, the date, time and place of the hearing on the proposed special use(s) including a general explanation of the matter to be considered, a general description of the area of the proposed special use(s), and how the real property owners within the area may file approvals or protests of the proposed special use(s).



COCHISE COUNTY

Summary and Recommendations

- The Planning & Zoning Commission does not make recommendations regarding fee schedule amendments
- Sample Motion: I move to approve docket R-19-05 adopting all proposed amendments and rescinding all prior versions of the Development Services Fee Schedule.



**Action 8.
Public Works**

Regular Board of Supervisors Meeting

Meeting Date: 09/24/2019

Budget Amendment to fully fund Fort Grant Road Project

Submitted By: Marty Haverty, Public Works

Department: Public Works

Presentation: PowerPoint **Recommendation:** Approve

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

NAME of PRESENTER: Marty Haverty **TITLE of PRESENTER:** Public Works Director

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Public Works Department's request to amend the budget to fully fund the Fort Grant Road re-construction project, moving \$2.5 million from Contingency to Miscellaneous Professional Services.

Background:

The budget (Misc. Prof. Services) was funded and approved at \$3.3 million based on our engineers original estimate of \$2.5 million for Ft. Grant Road and \$800,000 for Robb Road. Actual costs for these roads exceeded the original estimate with Ft. Grant Road contractor costs at \$3.9 million and Robb Road contractor costs at \$1.5 million. The \$2.5 million shortfall will cover the costs above the estimates and ensure the work can begin in a timely manner on Ft. Grant Road. This action will entail moving \$2.5 million from Contingency (251-4010-9-491.100) to Miscellaneous Professional Services (251-4010-9-421.900).

Department's Next Steps (if approved):

After the budget amendment is completed, the Procurement group will issue a Purchase Order and Notice to Proceed to the selected contractor

Impact of NOT Approving/Alternatives:

Work has begun on Robb Road and work on Ft. Grant will have to be deferred until next fiscal year.

To BOS Staff: Document Disposition/Follow-Up:

Please provide documentation of the approval to the Public Works Department in order to move forward on this request.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1: 251-4010-9-491.100

2: 251-4010-9-421.900

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

Moving the \$2.5 million from the Contingency expense line to Misc. Professional Services will in effect decrease the Highway Division's (HURF) cash carry forward by the same \$2.5 million.

Attachments

Presentation

COCHISE COUNTY

Ft Grant Road

Marty Haverty, Director of Public Works

Jackie Watkins, Director Engineering and Natural Resources



Public Programs...Personal Service

Fort Grant Road County Major Collector Road



Paved in 2001
6" to 12" wide cracks
Remove and recycle existing pavement



Cold in-place recycle process

