



Cochise County Board of Supervisors

Public Programs...Personal Service
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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, January 7, 2020 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 December 17, 2019.

Court Administration

2. Approve Federal Fiscal Year 2020 grant funding/reimbursement between the Cochise County Superior Court and the Arizona Department of Economic Security for reimbursable paternity and child support activities in the amount of \$11,452.14 for the period of October 1, 2019 through June 30, 2020.
3. Approve Fiscal Year 2020 Fill The Gap funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2019 through June 30, 2020 in the amount of \$33,747.

Emergency Services

4. Approve grant funding in the amount of \$16,549 to the Cochise County Office of Emergency Services from the Hazardous Material Emergency Preparedness to purchase and distribute training equipment for the Countywide Hazardous Materials Response Team.

Finance

5. Approve demands and budget amendments for operating transfers.

Workforce Development

6. Approve the appointments of Mr. Edward Dummit and Mr. Robert Pollock to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 30, 2023.

PUBLIC HEARINGS

Development Services

7. Adopt Ordinance 20-01 to approve Docket Z-19-07 and CP-19-02, which is a concurrent request to amend the land use designation from Neighborhood Conservation (NC) to Developing (DEV) and amend the zoning designation from Mobile Home (MH-72) to General Business (GB) on five subject parcels.

ACTION

Court Administration

8. Approve Fiscal Year 2020 Traffic Case Processing Funds funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2019 through June 30, 2020, in the amount of \$63,943 that includes \$25,000 matching funds from general fund and \$13,943 from local Judicial Collection Enforcement Funds.

Elections

9. Approve the entitlement distribution grant agreement from the Arizona Secretary of State's Office in the amount of \$ 71,592.20 for election related expenses covered under the Help America Vote Act

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: 01/07/2020

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 December 17, 2019.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 01/07/2020

Federal Fiscal Year 2020 Title IV-D grant funding/reimbursement

Submitted By: Rita Shipley, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Rita Shipley**TITLE of PRESENTER:** Budget and Finance Director**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** 42 U.S.C.§§651-669; A.R.S. §25-500:535; §25-801:818

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 Federal Fiscal Year 2020 grant funding/reimbursement between the Cochise County Superior Court and the Arizona Department of Economic Security for reimbursable paternity and child support activities in the amount of \$11,452.14 for the period of October 1, 2019 through June 30, 2020.

Background:

The purpose of this grant funding is to facilitate and expedite actions to establish paternity and to establish, modify, or enforce child support orders and medical insurance obligations in the Superior Court by designating judicial officers to adjudicate IV-D cases. The Arizona Department of Economic Security will reimburse 66% of costs incurred to adjudicate IV-D cases. The remaining 34% of expenses are paid from general fund.

Department's Next Steps (if approved):

The Court shall submit monthly Certified Public Expenditures Statement and IV-D Compensation Forms to the Arizona Department of Economic Security for reimbursement requests.

Impact of NOT Approving/Alternatives:

No reimbursement to adjudicate Title IV-D cases and the full cost would be paid with General Fund monies.

To BOS Staff: Document Disposition/Follow-Up:

BOS approval only. No signature or additional documents/follow-up needed.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

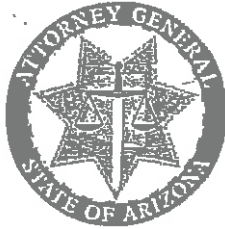
Fiscal Impact & Funding Sources (if known):

Attachments

Intergovernmental Agreement

Approved Budget

Grant Approval Form



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR19-1836

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 26th day of November, 2019.

MARK BRNOVICH
ATTORNEY GENERAL

Erin McCarthy
Assistant Attorney General
for Civil



DEPARTMENT OF ECONOMIC SECURITY
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INTERGOVERNMENTAL AGREEMENT AMENDMENT

CONTRACTOR (Name and address)	CONTRACT ID NUMBER
Cochise County Superior Court 100 Quality Hill Road #104 Bisbee, Arizona 85603	DI18-002162
	AMENDMENT NUMBER
	One (1)
THE PARTIES AGREE TO THE FOLLOWING AMENDMENT	
Pursuant to the Intergovernmental Agreement (IGA) Provision 10.1 Amendments, the parties hereby agree to amend the agreement as follows:	
<ol style="list-style-type: none"> 1. Sections 12.5, 13.3 and 15.2 are updated to replace the email contact with the following: Via email to: DCSSContractsUnit@azdes.gov 2. Section 15.1 is updated and replaced with the following: Name: Niltza Flores Address: 100 Quality Hill Road #104 Bisbee, Arizona 85603 Email: Nflores@cochise.az.gov 3. Section 32.0 is updated and replaced with the following: 32.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075 32.1 The Court agrees to comply with all federal statutory and regulatory provisions requiring that tax information be safeguarded and kept confidential. See IRS PUBLICATION 1075. 4. Section 33.0 is updated and replaced with the following: 33.0 PERFORMANCE 33.1 In performance of this contract, the Court agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements: 33.1.1 All work will be done under the supervision of the Court or the Court's employees. 33.1.2 Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the 	



DEPARTMENT OF ECONOMIC SECURITY
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INTERGOVERNMENTAL AGREEMENT AMENDMENT

performance of this contract. Disclosure to anyone other than an officer or employee of the Court will be prohibited.

- 33.1.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 33.1.4 The Court certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Court at the time the work is completed. If immediate purging of all data storage components is not possible, the Court certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 33.1.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Court will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 33.1.6 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 33.1.7 No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 33.1.8 The Court will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

5. Section 34.0 is updated and replaced with the following:

34.0 CRIMINAL/CIVIL SANCTIONS:

- 34.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as



INTERGOVERNMENTAL AGREEMENT AMENDMENT

much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301,6103(n)-1.

34.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

34.3 Additionally, it is incumbent upon the Court to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to the Court by 5 U.S.C. 552a(m)(1), provides that any officer or employee of the Court, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The agency will have the right to void the contract if the Court fails to provide the safeguards described above.

6. Section 35.0 is updated and replaced with the following:

35.0 INSPECTION

35.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Court for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific



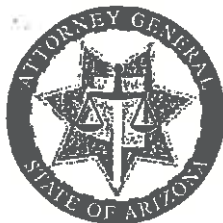
DEPARTMENT OF ECONOMIC SECURITY
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INTERGOVERNMENTAL AGREEMENT AMENDMENT

measures may be required in cases where the Court is found to be non-compliant with contract safeguards.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

AGENCY NAME ARIZONA DEPARTMENT OF ECONOMIC SECURITY	NAME OF CONTRACTOR COCHISE COUNTY SUPERIOR COURT
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Rick S. Hughes</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL <i>James L. Conlogue</i>
TYPED NAME PATTY CLARK Rick S. Hughes	TYPED NAME James L. Conlogue
TITLE Interim Chief Procurement Officer	TITLE Presiding Judge
DATE 12-19-2019	DATE September 11, 2019
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.	
ARIZONA ATTORNEY GENERAL'S OFFICE ASSISTANT ATTORNEY GENERAL <i>Jim R. Smith</i>	PUBLIC AGENCY LEGAL COUNSEL
DATE 12-17-2019	DATE



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

Cochise County SCT IGA
INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR18-0689

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 27th day of April, 2018

MARK BRNOVICH
ATTORNEY GENERAL

Eugene M. Eastly
Assistant Attorney General

KR18-0689



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Agreement between the Arizona Department of Economic Security ("ADES") and the Cochise County Superior Court ("Court").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1854; and

The Court is duly authorized to execute and administer contracts under A.R.S § 12-123 and 12-211; and

ADES and the Court are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.


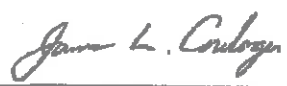
The term of this Agreement shall begin on May 1, 2018 and shall end on September 30, 2023, unless otherwise amended.

THEREFORE, ADES and the Court (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE COCHISE
COUNTY SUPERIOR COURT

	
Procurement Officer Signature	Signature
Patty Clark	James L. Conlogue
Printed Name	Printed Name
Chief Procurement Officer	Presiding Judge
Title	Title
4/30/18	April 30, 2018
Date	Date
DI18-002162	
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Kim L. Smith
Assistant Attorney General

By: see attached document
Public Agency Legal Counsel

Date: 4-26-2018

Date: _____

ADES VISION AND MISSION STATEMENTS

- 1.1. ADES Vision: Opportunity, assistance and care for Arizonans in need.
- 1.2. ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

- 2.1. The purpose of this Agreement is to facilitate and expedite actions to establish paternity and to establish, modify, or enforce child support orders and medical insurance obligations in the Superior Court by designating judicial officers to adjudicate IV-D cases.

3.0 DEFINITIONS

- 3.1. Arizona Tracking and Location Automated System (ATLAS): The mainframe based statewide automated system for IV-D child support cases.
- 3.2. Automated Clearing House (ACH): An electronic funds-transfer system run by the National Automated Clearing House Association (NACHA).
- 3.3. Business Day: All hours are Arizona Mountain Standard Time (MST), Monday through Friday, excluding official Arizona State holidays as defined by Division of Child Support Services (DCSS). Observed State holidays may be found at this site: http://www.hr.az.gov/additionalpages/ad_state_holidays.asp.
- 3.4. Certified Public Expenditure Statement (CPES): A form to certify any public expenditure spent.
- 3.5. IV-D: A case in which a state provides child support services as directed by the state or tribal child support program that is authorized by Title IV-D of the Social Security Act.
- 3.6. Subject Matter Expert (SME): A person who possesses expert knowledge on a specific subject.

4.0 SERVICE DESCRIPTION

- 4.1. A service that uses judicial officers who hold hearings and trials to:
 - 4.1.1. Establish paternity;
 - 4.1.2. Establish, modify or enforce child support and medical support obligations.

5.0 RESPONSIBILITIES

- 5.1. ADES and the Court agree as follows:
 - 5.2. **The Court shall:**
 - 5.2.1. Issue written and signed rulings on paternity; enforcement, child support, and medical insurance no more than sixty (60) calendar days from the date of submission.
 - 5.2.2. Have and comply with an expedited process plan pursuant to 45 C.F.R. 303.101.
 - 5.2.3. Assure that all hearings are on the record either by utilizing electronic recording devices per the standards outlined in the Arizona Code of Judicial Administration, Part 1, Chapter 6, Section 1-602, or by use of a court reporter.
 - 5.2.4. Facilitate the appearance of a party or witness residing in another state by telephone, audiovisual means or other electronic means as required by A.R.S. § 25-1256(F).
 - 5.2.5. Isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Court's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005. All planned incentive expenditures shall be reviewed and must be approved by ADES prior to payment.
 - 5.2.6. Provide to the attorneys representing ADES and the IV-D program access to the court's wireless network or, alternatively, the hardwire network on such basis as to allow the attorneys and their staff the ability to operate computer equipment while physically present at the court with access to the internet and any public facing court systems. Nothing in this provision is intended to permit IV-D legal staff access to internal or confidential court systems or the court intranet that would not otherwise be available to them.
 - 5.2.7. Ensure that all Court's staff assigned to IV-D cases complete ADES required forms and training before being assigned "log on" identifiers for ATLAS:

- a.) All new Court's staff assigned to Title IV-D Child Support shall complete ADES' required ATLAS security training.
 - b.) Ensure all Court's staff who utilize ATLAS, complete the following forms:
 - 1.) J-125, Request for Terminal Access;
 - 2.) J-129, Affirmation Statement;
 - 3.) CS-169, Conflict of Interest/Confidentiality Statement;
 - 4.) State of Arizona Access Agreement Form.
 - c.) The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.
- 5.2.8. Upon execution of Agreement, submit a Cost Allocation Plan for the state fiscal year, and a Budget that includes incentive plan, job descriptions, projected court expenditures for child support activities for review and approval. Thereafter, the Cost Allocation Plan and Budget shall be submitted, no later than, July 31th annually.
- 5.3. ADES will:**
- 5.3.1. Reimburse the Court for costs incurred in the delivery of contract services during the term of this Agreement.
 - 5.3.2. Under this Agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).
 - 5.3.3. Review and approve incentives based upon the methodology set forth in ADES' current incentive policy that is incorporated by reference into this Agreement.
 - a.) The incentive system for State child support programs measure State performance in five (5) areas:
 - 1.) Establishment of paternities;
 - 2.) Establishment of child support orders;
 - 3.) Collections on current child support due;
 - 4.) Collection on past child support due (arrears); and
 - 5.) Cost effectiveness.
 - b.) Pay to the Court, as required by law, a proportionate share of incentives.
 - c.) All planned incentive expenditures shall be reviewed and must be approved by ADES.
- 6.0 TRAINING**
- 6.1. ADES will provide ATLAS training to the staff of the Court sufficient for the Court staff to comply with their duties under this agreement. Within thirty (30) calendar days of execution of Agreement, the Court shall designate two (2) SME's to be trained by ADES. Thereafter it shall be the responsibility of the SME in the Court's Office to train new personnel, as necessary, to become an SME.
 - 6.2. Other training related to child support efforts may be identified and the prices(s) shall be mutually agreed upon by the parties.
 - 6.3. ADES will provide one-time instruction to the designated employees from the Court's Office at no charge. All training shall be conducted in the Phoenix metro area. For Court's staff who must travel, costs will be reimbursed by submitting a claim on the CPES for travel, lodging, and per diem, if necessary. Reimbursement will be in accordance with the State of Arizona Accounting Manual.
- 7.0 TERM OF AGREEMENT**
- 7.1. The term of this Agreement shall have an effective date of May 1, 2018 and shall end on September 30, 2023, unless otherwise agreed upon by both parties in writing.
- 8.0 EXTENSION**
- 8.1. This Agreement may be extended through a written amendment by mutual Agreement of the parties, but in no event for a total period that exceeds ten (10) years.
- 9.0 TERMINATION**
- 9.1. This Agreement may be terminated by mutual Agreement of the parties at any time during the term of this Agreement.
 - 9.2. Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- 10.0 AMENDMENTS**

- 10.1. This Agreement may be revised only by mutual written Amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.
- 10.2. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 10.2.1. Change of telephone number;
 - 10.2.2. Change in authorized signatory; and/or
 - 10.2.3. Change in the name and/or address of the person to whom notices are to be sent.

11.0 MANNER OF FINANCING

- 11.1. These services are financed by an annual grant from the U.S. Department of Health and Human Services, Administration for Children and Families.

12.0 REPORTING REQUIREMENTS

The Court shall:

- 12.1. Submit Certificate of Insurance of subcontractors of this Agreement by October 1st annually.
- 12.2. Submit a report of all Title IV-D cases heard by the assigned judicial officer by the 15th calendar day of each month.
- 12.3. Submit updated Budget, within five (5) business days for review and approval, upon the Court's determination that the Court is going to exceed ADES approved budget amount.
- 12.4. Submit quarterly Sub Recipient Incentive Report (Exhibit B) by the 5th business day of the quarter end.
- 12.5. The Court shall submit reports and Insurance Certificates electronically to:

Arizona Department of Economic Security
 Division of Child Support Services
 Via email to: DCSSIGAClaims@azdes.gov

13.0 PAYMENT REQUIREMENTS

- 13.1. The Court shall submit monthly a CPES and IV-D Compensation Form (Exhibit A), for costs incurred in the delivery of Contracted Services.
- 13.2. The Court shall submit supporting expense documents and the CPES to support the expenses each month.
- 13.3. The CPES and IV-D Compensation Form shall be submitted no later than the 15th day after the end of the month in which services were provided and sent electronically to:

Arizona Department of Economic Security
 Division of Child Support Services
 Via email to: DCSSIGAClaims@azdes.gov

- 13.4. Per Federal Register at 65 FR 82178, ADES, Federal auditors, central and regional office shall have the right to monitor the Court's compliance with reinvestment requirement. Non-compliance could result in disallowances of incentive amounts equal to the amount of funds supplanted, including closed cases with State owned monies. Per Federal Register 65 FR 82178, non-compliance could result in disallowances of incentive amounts equal to the amount of funds supplanted, including closed cases with state owed monies.
- 13.5. Payments shall be paid via ACH by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>.

14.0 REIMBURSEMENT REQUIREMENTS:

- 14.1. The services set forth in this Agreement may be reimbursed only for matters brought in Title IV-D cases, and on behalf of a judicial officer who is not a judge of the court. Clerical, secretarial, court reporter staffing and court interpreters shall be allowable expenses for a Judicial Officer or referee. This may include clerical time for the completion of minute entries mandated by court rule.
 - 14.1.1. Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R 74.1 et seq. and 45 C.F.R.304.

15.0 NOTICES

15.1. All notices to the Court regarding this Agreement shall be sent to the following address:

Name/Title: Johnathan Bearup Court Administrator
Address: 1400 East Ash Street
Globe, Arizona 85501
Email: jbearup@courts.az.gov

15.2. All notices to ADES regarding this Agreement shall be sent electronically to the following address:

Arizona Department of Economic Security
Division of Child Support Services
Via email to: DCSSIGAClaims@azdes.gov

16.0 DISPOSITION OF PROPERTY

16.1. If the Court is authorized to purchase equipment for utilization in the delivery of services specified in this Agreement, it shall be itemized in the Budget. If equipment is purchased as authorized by this Agreement, the Court shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with ADES funds, shall be reported in accordance with Department inventory policies and procedures.

16.2. ADES shall retain an equitable interest equal to the purchase price paid, or fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Agreement. ADES shall be included as a co-insured on any insurance policy that covers Equipment purchased under this Agreement.

16.3. The Court shall not dispose of any Equipment purchased under this Agreement without the prior written consent of ADES during and after the Agreement term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Agreement.

16.4. Upon termination of this Agreement, any Equipment purchased under this Agreement shall be disposed of as directed by ADES and, if sold, ADES shall be compensated in the amount of its equitable interest.

16.5. Under a fixed price Agreement, Section 16.1 through 16.4 do not apply unless specifically required by federal or state law.

17.0 APPLICABLE LAW

17.1. This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State, and local laws, and each Party shall maintain all applicable licenses and permit requirements.

18.0 ARBITRATION

18.1. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

19.0 AUDIT

19.1. In accordance with A.R.S. § 35-214, each Party shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records maintained by a Party shall be subject to inspection and audit by the State at reasonable times. Upon request of a Party, the other Party shall produce the original of any or all such records.

20.0 CONFLICT OF INTEREST

20.1. In accordance with A.R.S. § 38-511, the State may within three years after execution terminate the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of either party, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

21.0 E-VERIFY

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

22.0 INDEMNIFICATION:

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

In addition, should Cochise County Superior Court utilize a contractor(s) and subcontractor(s) the indemnification clause between Cochise County Superior County and its contractor(s) and subcontractor(s) shall include the following:

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

22.1. INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

- None

22.2. INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

22.3. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below.

22.3.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a.) The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

22.3.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a.) Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b.) Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

22.3.3. Workers' Compensation and Employers' Liability

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

- a.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b.) This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

22.4. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written Agreement, the following provisions:

- 22.4.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 22.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

22.5. NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially

changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

22.6. ACCEPTABILITY OF INSURERS

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

22.7. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 22.7.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written Agreement shall not waive or otherwise affect the requirements of this Agreement.
- 22.7.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 22.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

22.8. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

22.9. APPROVAL AND MODIFICATIONS

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment, but may be made by administrative action.

22.10. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

23.0 IT 508 COMPLIANCE

- 23.1. Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §§ 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

24.0 NON-AVAILABILITY OF FUNDS

- 24.1. In accordance with A.R.S. § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated

by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

25.0 NON-DISCRIMINATION

25.1. Each Party shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

26.1. Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

27.0 RIGHT OF OFFSET

27.1. ADES shall be entitled to offset against any sums due the Court, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Court's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

28.0 ATTACHMENTS

28.1. The following list of attachments constitutes an integral part of subject Agreement:

28.1.1. Attachment 1- Certification Regarding Maintenance of Effort

29.0 EXHIBITS

29.1. The following list of exhibits constitutes an integral part of subject Agreement:

29.1.1. Exhibit A - Certified Public Expenditure Statement (CPES) CS-016-FF and IV-D Compensation Form

29.1.2. Exhibit B - Sub Recipient Incentive Report

29.1.3. Exhibit C - Sub Recipient Fact Sheet

30.0 CONFIDENTIALITY

30.1. Each Party shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Court shall release information to ADES and to the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.

30.2. The Court shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Court as to applicable policies and procedures ADES has adopted for such compliance.

31.0 DATA SHARING AGREEMENT

31.1. When determined by ADES that sharing of confidential data will occur with the Court, the Court shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Court and each ADES Program sharing confidential data.

32.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

32.1. The Court and ADES agree to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR § 303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

33.0 PERFORMANCE

In performance of this contract, the Court and ADES agree to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 33.1. All work will be done under the supervision of the Court, the Court's employees or ADES' employees.
- 33.2. Any returns or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Court and ADES will be prohibited.
- 33.3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 33.4. The Court and ADES certify that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Court and ADES at the time the work is completed. If immediate purging of all data storage components is not possible, the Court and ADES certify that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 33.5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Court and ADES will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 33.6. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 33.7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 33.8. The Court and ADES will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

34.0 CRIMINAL/CIVIL SANCTIONS:

- 34.1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 34.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

34.3. Additionally, it is incumbent upon the Court and ADES to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The agency will have the right to void the contract if either party fails to provide the safeguards described above.

35.0 INSPECTION

35.1. The IRS and the ADES shall have the right to send its officers and employees into the offices and plants of either party for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where either party is found to be noncompliant with contract safeguards.

36.0 SIGNATURES IN COUNTERPART

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

ATTACHMENT 1

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

Cochise County Superior Court, will be in addition to, and not in

_____ (Applicant Organization)

substitution for, comparable activities previously carried on without Federal assistance.

Jan L. Cribbs
Signature of Authorized Certifying Official

Presiding Judge
Title

April 30, 2018
Date

EXHIBIT A

CERTIFIED PUBLIC EXPENDITURE STATEMENT (CPES) CS-016-FF

AND

IV-D COMPENSATION FORM

EXHIBIT A

CS-016-FF (2-09)		ARIZONA DEPARTMENT OF ECONOMIC SECURITY Child Support Enforcement Contract Administration PO Box 40458 - Phoenix, Arizona 85067			COUNTY
				REPORTED MONTH	
CERTIFIED PUBLIC EXPENDITURES STATEMENT					
ACTUAL EXPENDITURE FOR					
<input type="checkbox"/> County Attorney <input type="checkbox"/> Clerk of Superior Court <input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Family Law Commissioner					
PERSONS NAME PREPARING THIS REPORT		DATE	PHONE NO.		EXPENDITURE
1. Personal Services (Number of FTE)					
2. Employee-Related Expenses (ERE) (FICA, Unemployment Insurance, Worker's Compensation, Retirement, Health, Life & Accident Insurance)					
3. Professional and Outside Services (Specify)					
4. Travel					
A. Mileage Rate		Number of Miles	B. Per diem and Other		\$ -
5. Space (Sum of 5A, %B, and 5C)					
A. Rent		B. Utilities	\$ -	C. Use Allowance	\$ -
6. Equipment (Sum of 6A, 6B, and 6C)					
A. Maintenance/Repair, Non-ADP				\$ -	\$ -
B. From CS-016-A, Line 5		C. From CS-016-B, line 6		\$ -	\$ -
7. Materials and Supplies (Sum of 7A, 7B, 7C, and 7D)					
A. Supplies		\$ -	B. Postage	\$ -	C. Printing
				\$0.00	D. Photocopying
					\$ -
8. Operating Expenses (Sum of 8A, 8B, 8C, 8D, and 8E)					
A. Telephone		D. Membership Dues		\$	
B. Insurance/Bonding		Name:			
C. Other (Pager)		E. Subscriptions		\$	
Office Supplies	Tools	Software	Misc	Leases	R/M Grounds
\$ -	\$ -	\$ -	Name \$ -	\$ -	\$ -
9. Indirect Costs (Enter the budgeted rate and the dollar amount of the base to which this rate is applied)					
Rate	%	Base:	\$ -		
10. Total Expenditures					
*11 Less Disallowance Per					
*12. ALLOWABLE EXPENDITURES (*11 AND 12 to be completed only by DCSE. If completed, line 12 is basis for line 14 below and for line 1 of the CS-105-D)					
13. TOTAL CREDITS (Sum of all fees collected)					
Other (Specify)					
Handling Fees	\$	1.	\$ -		
		2.	\$ -		
Lab Fees	\$	3.	\$ -		
14. NET EXPENDITURES (Allowable Expenditures minus Total Credits)					
15. Reimbursement Rate, According to Contract (Multiply)					
86.00%					
16. TOTAL REIMBURSEMENT AMOUNT DUE					
CERTIFICATION: I certify, under penalties of perjury, that this Certified Public Expenditures Statement 45 CFR 304.30 (a)(2)(i) has been examined by me and, to the best of my knowledge and belief, it is a true, correct and valid claim against the State of Arizona, and payment has not been received.					
AUTHORIZED SIGNATURE			TITLE	DATE	
ISSUE WARRANT PAYABLE TO					
MAILING ADDRESS (No., Street or PO Box No., City, State, ZIP)					

EXHIBIT A

Name of Your Agency
Family Law IVD
Enter Month and Year

Job Title	Name	TOTAL COMPENSATION				IVD COMPENSATION				
		Hourly Rate	Available Hours	Monthly Salary	ERE	Total Compensation	IVD Hours	Monthly Salary	ERE	Total Compensation
COMMISSIONER										
COMMISSIONER STAFF										
ADMIN & FAMILY COURT STAFF										
TOTAL										

Total FTE's XX

EXHIBIT B

SUB RECIPIENT INCENTIVE REPORT

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Child Support Services
1789 W Jefferson St, Phoenix, AZ 85007 MD 7217
SUB RECIPIENT INCENTIVE FORM

Sub Recipient (County) Name _____
Sub Recipient DUNS Number _____
Reporting Month _____
Incentive Fund Account Number _____

The purpose of this report is to provide information regarding the use of each sub recipients portion of their incentive dollars. Please provide only actual expenses that were paid with Incentive dollars on this report. This excludes all IV-D dollars.

Please provide detailed explanation of what the expenditures in each section consist of under the total in the explanation box.

Beginning Balance as of QE \$ -

Prior Quarter Incentive Award \$ -

Expenditure Amount

1. Personal Services \$ -

(Salaries, bonuses, stipends, education assistance)

Explanation Box:

2. Employee Related Services \$ -

(Medical/Fringe benefits, Disability, etc)

Explanation Box:

3. Professional and Outside Services \$ -

(Contractors, Education/training from vendor, etc)

Explanation Box:

4. Travel Expenses \$ -

(Mileage, Meals, Lodging, Airfare)

- a Mileage _____
- b Meals _____
- c Lodging _____
- d Airfare _____

EXHIBIT B

Explanation Box:

EXHIBIT B

5. Operating Expenses \$ -

(Risk Management, Postage, Telecommunications, etc)

Explanation Box:

6. Occupancy \$ -

(Space, rent, etc)

 a. Square feet \$ -

 b. Rate \$ -

Explanation Box:

Non-Capital Furniture \$ -

(Furniture purchases under \$5,000)

Explanation Box:

Capital Furniture \$ -

(Furniture purchases above \$5,000)

Explanation Box:

Indirect Administrative Costs \$ -

(Cost allocated charges)

Explanation Box:

Total Actual Expenditures for Reporting Period \$ -

Ending Balance as of QE \$ -

CERTIFICATION: I certify, under penalties of perjury, that this Incentives Report State has been examined by me and, to the best of my knowledge and belief, it is a true, correct and valid claim against the State of Arizona.

Authorized Signature	Title	Date

Administration for Children and Families (OCSE) References/Links:

EXHIBIT B

Incentives Purpose:

<https://www.acf.hhs.gov/css/resource/child-support-incentive-funding>

EXHIBIT B

Incentives background (Allowable/Non-Allowable expenses):

<https://www.acf.hhs.gov/css/resource/reinvestment-of-child-support-incentive> -

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. Disponible en español en línea o en la oficina local.

EXHIBIT C

SUB RECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Cochise County Superior Court
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000541

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period May 1, 2018 and shall end on September 30, 2023
- Pass-through Number Assigned by the Department G1804AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

From: [Flores, Niltza](#)
To: [Shipley, Rita L](#)
Subject: FW: Cochise FLC FFY2020 Budget
Date: Wednesday, September 4, 2019 5:35:39 PM
Attachments: [image003.png](#)

FYI --

Niltza Flores

Acting Court Administrator

Cochise County Superior Court – Court Administration

100 Quality Hill, Bisbee, Arizona 85603

☎ 520.432.8504

✉ nflores@cochise.az.gov

From: Gerdes, James E <JGerdes@azdes.gov>

Sent: Wednesday, September 4, 2019 3:08 PM

To: Flores, Niltza <NFlores@cochise.az.gov>

Cc: Whitley, Julie N <JWhitley@azdes.gov>; Khoudepaz, Shahin <SKhoudepaz@azdes.gov>; Snow, Jennifer, L <JSnow@azdes.gov>; Mora, Anabel <AMora@azdes.gov>

Subject: Cochise FLC FFY2020 Budget

CAUTION: EXTERNAL EMAIL*

Good Afternoon,

We have carefully reviewed the Federal Fiscal Year 2020 budgets. Please see below for your approved budget (10/1/19-06/30/20). Please keep in mind that these amounts indicate what DES is agreeing to pay.

Please let me know if you have any questions or concerns.

<i>Cochise</i>	
Line Item	FFY20 Proposed Budget
PERSONNEL	\$ 5,240.47
ERE	\$ 3,778.83
PROF/OUTSIDE SVCS	
TRAVEL	
SPACE	
EQUIPMENT	
MATERIALS/SUPPLIES	\$500.00
OPERATING EXPENSES	
INDIRECT COST	\$1,932.84
TOTAL	\$ 11,452.14

Thank you,

James Gerdes

Senior Financial Analyst

AZ Department of Economic Security

Division of Child Support Services

Direct Line: (602)-542-4554 | Email: JGerdes@azdes.gov

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

This E-mail is from an **EXTERNAL** address. **DO NOT click on links or open attachments unless you trust the sender and know the content is safe.** If you suspect this message to be phishing, please report it using the Phish Alert Button at the top of the email, or forward to cochise.az.gov@missedspam.com or contact IT support at 520-432-8301.

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.

Court Administration

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2020
 FY20 Fill The Gap Funding Agreement
Submitted By: Rita Shipley, Court Administration
Department: Court Administration
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required
NAME of PRESENTER: Rita Shipley
Mandated Function?: Federal or State Mandate

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Budget and Finance Director
Source of Mandate or Basis for Support?: A.R.S. §12-102.02

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 Fiscal Year 2020 Fill The Gap funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2019 through June 30, 2020 in the amount of \$33,747.

Background:

This grant provides wages and employer related expense funding for 0.6 FTE Pre-Sentence Investigator. The remaining 0.4 FTE is funded from general fund.

Department's Next Steps (if approved):

Send signed documents to the AOC for processing of FY20 funding and budget amendment to Budget to update state grant funding.

Impact of NOT Approving/Alternatives:

No funding for Pre-Sentence Investigator position.

To BOS Staff: Document Disposition/Follow-Up:

BOS Approval only. No signature or additional documents/follow-up needed.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1: 561-0810-336.100

Fund Transfers

Attachments

FY20 Funding Agreement

Grant Approval Form

Budget Amendment

Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR FILL THE GAP FUND

Cochise County Superior Court
2002FTG001

Fiscal Year 2020

This Agreement is entered into by and between the Arizona Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Cochise County Superior Court, herein referred to as "the Court," in accordance with A.R.S. §§ 12-102.01, 12-102.02 and 41-2421.

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Fill the Gap (FTG) for Fiscal Year 2019, as set forth in Addenda A and B which are part of this Agreement. In the implementation of its approved plan and use of Fill the Gap Fund monies, the Court agrees that it will not reassign existing full-time permanent judges to hear civil and other non-Fill the Gap Fund cases.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2019, and shall remain in effect through June 30, 2020.

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) the Court's failure to implement or operate the approved plan; (d) the Court's noncompliance with this Agreement, A.R.S. §§ 12-102.01, 12-102.02 and 41-2421 or (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement. In the event that a modification request becomes necessary, it must be requested no later than thirty (30) days prior to the closing date of the grant.

3. FUND ACCOUNTING

Funds distributed to the Court shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Section III (B) of the Auditor General's Uniform Accounting Manual for Arizona Counties. Any interest earned on these monies while in the possession of the Court shall accrue to the fund for use by the Court in accordance with its approved plan.

4. EXPENDITURES

a. Distribution of Funds. The AOC may retain all or any portion of the funds allocated to the Court for the performance of its approved plan and may authorize direct expenditures for the benefit of the Court. Set forth in Addendum A to this Agreement are the specific amounts to be retained by the AOC for Superior Court judges pro tempore salaries and ERE to be disbursed by the AOC, and amounts to be disbursed to the Court. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Court's need for and usage of Fill the Gap Funds.

b. Reporting Requirements. The Court shall submit a progress report to the AOC no later than August 15, 2020 for the period of July 1, 2019 to June 30, 2020, and include a financial report along with any funds and interest in accordance with paragraph 4.C of this funding agreement.

c. **Unexpended Funds.** Funds unencumbered as of June 30, 2020, and unexpended as of July 30, 2020, plus all unexpended interest accrued on such funds while in the possession of the Court, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used for similar line items that were identified in the approved application.

d. **Inappropriate Expenditures.** The Court shall expend funds only for the purposes and uses specified in the approved plan and budget. The Court agrees to reimburse the Fill the Gap Fund for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement and A.R.S. §§ 12-102.01, 12-102.02 and 41-2421.

Fill the Gap Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with Fill the Gap Funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.

e. **Budget Modifications.** The Court shall not shift funds from, to, or within budgeted categories without prior written authorization from the AOC. All budget modifications shall be in accordance with the current version of Section 5.03, AOC's Policies and Procedures Manual, entitled Budget Control, Budget Modification Policy, a copy of which can be obtained upon request.

f. **Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Fill the Gap Funds.

If termination is due to failure of the Court to comply with the approved plan, the AOC may require return of equipment and supplies purchased with Fill the Gap Funds.

5. BOOKS AND RECORDS

a. **Financial Records and Examination.** The Court shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** The AOC plans to monitor and evaluate the Fill the Gap Fund Program to determine its effectiveness. As a condition of receipt of Fill the Gap Funds, the Court agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

The Court further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Court shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

7. INVENTORY

The Court retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Court may use its existing inventory system but must at a minimum maintain the information required by Supreme Court policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06 for guidance.

The Court retains ownership of equipment purchased with funds received pursuant to this funding agreement.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the Supreme Court. After this time, the equipment may be transferred upon approval of the presiding judge. The Court is responsible for any maintenance, loss or damage to the equipment and the Supreme Court makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Attachment C.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement and the Court's approved plan both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

10. VACATION COMPENSATION

Where Fill the Gap Funds are allocated for the compensation of full-time employees, the Court, at its option, may provide for the accrual and use of vacation time by such employees consistent with existing the Court policy. Full-time employees are defined as those who work a minimum of 40 hours per week for at least six consecutive months during the term of this Agreement. Further, under no circumstances shall the Court use Fill the Gap Fund monies for the compensation of judges pro tempore or other temporary quasi-judicial officers substituting for either vacationing permanent or pro tempore judges or quasi-judicial officers.

Cochise County Superior Court

By James L. Conlogue
Honorable James L. Conlogue, Presiding Judge
Superior Court in Cochise County

By Arny J. Hunley
Honorable Arny Hunley, Clerk of the Court
Superior Court in Cochise County

ARIZONA SUPREME COURT

By Mike Baumstark
Mike Baumstark, Deputy Director
Administrative Office of the Courts

ADDENDUM A

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
FILL THE GAP**

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: October 23, 2019

BEGIN DATE: July 1, 2019

END DATE: June 30, 2020

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

Superior Court	Personnel & ERE	\$278,914.00
	Travel	
	Professional Services	
	Operating Expenses	
	Equipment	

TOTAL FUNDS: **\$278,914.00**

AMOUNT FROM OTHER FUNDING:

AMOUNT FROM 5% SET-ASIDE: **\$245,167.00**

TOTAL: **\$245,167.00**

AMOUNT TO BE DISBURSED TO COURTS ON OR ABOUT*:

Upon receipt of funding agreement **\$16,873.50**

On or about January 20, 2020 **\$16,873.50**

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: **\$33,747.00**

TOTAL AMOUNT APPROVED FOR EXPENDITURE: **\$278,914.00**

* Since the AOC cannot guarantee how much revenue will be generated from the 7% surcharge and the 5% appellate set-aside for FY20, any shortfall will be the financial responsibility of Cochise County. In the event that Fill the Gap funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed:



Marcus Reinkenmeyer, Director, Court Services Division,
Administrative Office of the Courts

Date:

10/24/19

Signed:



Honorable James L. Conlogue, Presiding Judge
Superior Court in Cochise County

Date:

12/12/19

Signed:



Honorable Amy Hunley, Clerk of the Court
Superior Court in Cochise County

Date:

12/13/2019

ADDENDUM B

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
FILL THE GAP**

GRANTEE: Cochise County Superior Court

ADDENDUM DATE: October 23, 2019

BEGIN DATE: July 1, 2019

END DATE: June 30, 2020

NOTE: This addendum supersedes all previously dated addenda.

PERSONNEL COSTS:

<u>Positions</u>	<u>Length of Appointment</u>	<u>Total Request</u>
Superior Court		
Judge (1.0 FTE)	1 year	\$131,094.00
Judicial Assistant (1.0FTE at 65%)	1 year	\$35,513.00
Court Reporter (1.0 FTE at 42%)	1 year	\$29,603.00
Pre-Sentence Investigator (1.0 FTE at 60%)	1 year	\$41,795.00
Deputy Clerk (1.0 FTE at 30%)	1year	\$11,285.00
Justice Court		
Justice of the Peace Pro Tem (540)	1 year	\$29,824.00
TOTAL FUNDS:		\$278,914.00

PROFESSIONAL SERVICES

Subtotal Professional Services Expenses: \$0.00

OPERATING EXPENSES:

Travel \$0.00

Subtotal Operating Expenses \$0.00

EQUIPMENT EXPENSES:

ACAP Support & Maintenance Fees \$0.00

Subtotal Equipment Expenses \$0.00

TOTAL FY20 BUDGET: \$278,914.00

ATTACHMENT C
ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital equipment means any piece of property or a fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years.

Noncapital equipment means any piece of property or a fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU owns the equipment. The JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and non-capital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment, which is no longer needed or usable, shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU, the JDU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

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.

COCHISE COUNTY SUPERIOR COURT

REQUEST FOR BUDGET AMENDMENT

DATE: 1/8/2020

FY 19/20

DECREASE ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
Total		-
INCREASE ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
561-0810-336.100	State Op Grnt-Categorical	2,349.00
561-0810-9-401.300	Wages	2,349.00
Total		4,698.00

EXPLANATION FOR SETUP:

Please adjust FY20 budget per attached funding agreement.

REQUESTED BY:

Sent via e-mail by Rita Shipley,
432-8509

Budget & Finance Director

Approved by:

AUTHORIZATION:

COUNTY ADMINISTRATOR

<u> </u> ADMINISTRATIVE	
<u> </u> BUDGET AMENDMENT	
<u> </u> FUNDS AVAILABLE FOR TRANSFER	
RESOLUTION	

Emergency Services

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2020

Approval of 2019 HMEP Regional Training Equipment Grant

Submitted By: Gabriel Lavine, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Gabe Lavine

TITLE of PRESENTER: Director Emergency Management

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 funding in the amount of \$16,549 to the Cochise County Office of Emergency Services from the Hazardous Material Emergency Preparedness to purchase and distribute training equipment for the Countywide Hazardous Materials Response Team.

Background:

The hazardous materials emergency preparedness (HMEP) grant is administered by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA). This grant provides funding for training of local hazardous materials response personnel. Cochise County has a multi-agency HAZMAT Response team comprised of over six different agencies to include fire departments, law enforcement agencies, public health, and public works. Cochise County Office of Emergency Services provides response coordination, training, and financial assistance through grants. The HMEP grant reimburses 100% of allowable costs for training expenses. The Office of Emergency Services applied for and received funding to purchase training equipment to be used by the county team. Prior to purchasing equipment BoS approval and budgeted funds to be reimbursed by PHMSA need to be allocated.

Department's Next Steps (if approved):

Purchase equipment.
Distribute to participating agencies.
Process reimbursement through PHMSA

Impact of NOT Approving/Alternatives:

Funds allocated to Cochise County will no be expended and returned to the state making it less likely the county will receive training funds in the future.

To BOS Staff: Document Disposition/Follow-Up:

No documents require signature.

Request budget manager create a grant account with appropriate funding to track expenses and reimbursements.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2020

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:** 01/07/2020

Approve the appointments of Mr. Edward Dummit and Mr. Robert Pollock 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 appointments of Mr. Edward Dummit and Mr. Robert Pollock to the Local Workforce Development Board to fill an unexpired term, effective immediately through June 30, 2023.

Background:

Attached are the appointment letters for Mr. Dummit and Mr. Pollock. The Workforce Development Board appointments are made by the Cochise County 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 to Mr. Edward Dummit at 901 South Campbell, Tucson, Arizona 85719 and Mr. Robert Pollock at 4521 US Highway 191, Morenci, Arizona 85540 with Oaths of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Johanna Scott at jscott@cpic-cas.org.**Attachments**

Dummit and Pollock Nomination Letters

Arizona@Work-Southern Arizona Workforce Development Board List Updated December 2020



FRED G. ACOSTA

JOB CORPS CENTER

901 S. Campbell Avenue, Tucson, Arizona 85719 • phone: 520.792.3015 • fax: 520.628.1552 • www.acostajobcorps.org

December 4, 2019

County Board of Supervisors
1415 Melody Lane
Bisbee, Arizona 85603

Dear Board of Supervisors,

I understand there is a vacant seat on the Arizona@Work-Southeastern Arizona Board of Directors, and I would like to nominate Ed Dummitt from Fred G. Acosta Job Corps Center.

Mr. Dummitt has been a long time and active member of the business community, and currently handles all the recruiting and hiring for the organization.

I believe that Mr. Dummitt will be a valuable member of the Local Workforce Development Board. He is very resourceful, gets along well with others, and thrives on finding resolutions to problems/situations. I am confident that these qualities as well as his commitment will be an asset to the Arizona@Work Local Workforce Development Board.

Sincerely,

Brad McCormick,
Center Director



December 2, 2019

County Board of Supervisors
1415 Melody Lane
Bisbee, AZ 85603

Dear Board of Supervisors:

I understand there is a vacant seat on the Arizona@Work - Southeastern Arizona Board of Directors, and I would like to nominate Robert Pollock from Freeport-McMoRan's Morenci Mining Operation.

Robert has been a long time and active member of the business community. As an employee of FMI-Morenci, Robert knows what it takes to recruit and hire qualified local candidates thru education, training, and awareness.

I believe with this knowledge, Robert would be a valuable member of the Local Workforce Development Board.

Sincerely,

Donna Show
Secretary
Greenlee County Chamber of Commerce



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
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
Wick Lewis	December 2018	4 Year	6/30/2022
Javier Villalobos	January 2019	4 Year	6/30/2022
Robert Pollock	December 2019	4 Year	6/30/2023
Edward Dummitt	December 2019	4 Year	6/30/2023



Regular Board of Supervisors Meeting

Meeting Date: 01/07/2020

Docket Z-19-07 & CP-19-02 (Hereford92)

Submitted By: Christine McLachlan, Development Services

Department: Development Services

Presentation: PowerPoint **Recommendation:** Approve

Document Signatures: BOS **# of ORIGINALS** 1
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): Z-19-07 & CP-19-02

Information

Agenda Item Text:

Adopt Ordinance 20-01 to approve Docket Z-19-07 and CP-19-02, which is a concurrent request to amend the land use designation from Neighborhood Conservation (NC) to Developing (DEV) and amend the zoning designation from Mobile Home (MH-72) to General Business (GB) on five subject parcels.

Background:

This is a concurrent request to amend the land use designation from Neighborhood Conservation (NC) to Developing (DEV) and amend the zoning designation from Mobile Home District, one dwelling per 7,200 SF (MH-72) to General Business (GB) on the subject parcels. There are five subject parcels, APN 104-10-107A, APN 104-10-106, APN 104-10-105, APN 104-10-104 and APN 104-10-090. They are generally located at the southeastern corner of SR-92 and Hereford Road in Hereford. The subject parcels total 1.92 acres (83,611 square feet). They are further described as being situated in Section 18 of Township 23 South and Range 21 East, in unincorporated Cochise County, Arizona. This is a County-initiated request.

Department's Next Steps (if approved):

The Ordinance and Conditions (if also approved) will be recorded, and the Comprehensive Plan and Zoning Maps will be updated.

Impact of NOT Approving/Alternatives:

The Comprehensive Plan and Zoning Regulations will not be amended and current land use and zoning will remain in effect.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will have the Ordinance signed and recorded. A copy should be provided to Planning Staff.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Ordinance

Staff Memo

Application and Location Map

Signed Authorization

Public Input

Agency Comments

ZONING ORDINANCE 19-__

AMENDING A CERTAIN COCHISE COUNTY COMPREHENSIVE PLAN DESIGNATION FROM NC TO DEV AND CONDITIONALLY AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM MH-72 TO GB, PURSUANT TO THE APPLICATION OF COCHISE COUNTY, PLANNING

WHEREAS, Arizona Revised Statutes (A.R.S.) § 11-829 allows property owners or their authorized agent to request amendments to the Comprehensive Plan Designation, through the Board of Supervisors in a public hearing;

WHEREAS, pursuant to A.R.S. § 11-814, property owners or their authorized agents may request amendments to the Zoning District boundaries, through the Board of Supervisors at a public hearing;

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

WHEREAS, the property owners of parcels 104-10-104, 104-10-105, 104-10-106, 104-10-107A, 104-10-090 are desirous of and agree to a rezoning of their respective parcels;

WHEREAS, the request by Cochise County, planning to rezone parcels 104-10-104, 104-10-105, 104-10-106, 104-10-107A, 104-10-090 from MH-72 (Mobile Home District, one dwelling per 7,200 SF) to GB (General Business) requires a change in the Comprehensive Plan Designation out of NC (Neighborhood Conservation) to DEV (Developing);

WHEREAS, the Cochise County Board of Supervisors seeks to promote effective, early and continuous public participation by citizens;

WHEREAS, on December 11, 2019, the Planning and Zoning Commission held a duly noticed public hearing on the proposed amendments to the Comprehensive Plan Designation and Zoning District Classification for parcels 104-10-104, 104-10-105, 104-10-106, 104-10-107A, 104-10-090, equally 1.92 acres, as depicted on the legal description, attached hereto as "Exhibit A," and hereby known as Docket CP-19-07/Z-19-02 (Hereford92), being an Application to amend the land use designation and Zoning District boundaries; and

WHEREAS, on January 7, 2020, the Board of Supervisors held a duly noticed public hearing on the amendments to the Comprehensive Plan Designation and the Zoning District Classification for Parcels 104-10-104, 104-10-105, 104-10-106, 104-10-107A, 104-10-090.

IT IS HEREBY RESOLVED AND ORDERED, that the Comprehensive Plan Designation for parcels 104-10-104, 104-10-105, 104-10-106, 104-10-107A, 104-10-090, equally as described in "Exhibit A," is changed from NC to DEV. The subject parcels are generally located at the southeastern corner of SR-92 and Hereford Road in Hereford. They are further described as being situated in Section 18 of Township 23 South and Range 21 East, in unincorporated Cochise County, Arizona.

IT IS FURTHER RESOLVED AND ORDERED, that the zoning classification for a portion parcels 104-10-104, 104-10-105, 104-10-106, 104-10-107A, 104-10-090 as described in "Exhibit A," is changed from MH-72 to GB. The change comprises approximately 1.92 acres. The subject parcels are generally located at the southeastern corner of SR-92 and Hereford Road in Hereford. They are further described as being situated in Section 18 of Township 23 South and Range 21 East, in unincorporated Cochise County, Arizona.

IT IS FINALLY RESOLVED AND ORDERED, that the change in Land Use and Zoning is subject to the following conditions:

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

3. Parcels 104-10-107A, 104-10-106, 104-10-105, 104-10-104 shall be combined either prior or in conjunction with the submittal of a non-residential site plan.
4. Any new driveway access shall follow all applicable State or County standards;
5. Approval of any re-zoning request (Z-19-07) is contingent upon approval of the associated land use amendment (CP-19-02);
6. All development shall comply with County water conservation regulations adopted at the time of construction; and
7. All future development proposals must include a drainage analysis to demonstrate the proposed development will not result in adverse impacts (increasing water surface elevations and increasing velocities) on the adjacent parcels. Detention/retention requirements shall follow Arizona Department of Water Resources (ADWR) Standard 8-99. The finished floors, electrical and mechanical equipment of all future structures will be required to be elevated one foot above the 100-yr water surface elevation, as determined by the drainage analysis. If proposing retention basins, the dry wells must be registered with the Arizona Department of Water Resources (ADWR). A maintenance plan for the detention/retention basins shall be required. If sound walls are proposed, they will need to be designed so that they do not divert, retard or obstruct stormwater flow. This area is within Cochise County's Municipal Separate Storm Sewer System (MS4) area and more than one acre may be disturbed; consequently, Cochise County will require a Stormwater Pollution Prevention Plan (SWPPP) for any proposed development improvements.
8. The subject parcels shall not be used for storage, warehousing and/or maintenance yards. The following uses are prohibited from all future development proposals: Impoundment storage yard; contract construction services; mini-warehouses and warehousing; and distribution and storage of non-hazardous goods, not to exceed 10,000 SF floor area.

PASSED AND ADOPTED by the Board of Supervisors for the County of Cochise, Arizona this _____ day of _____, 2020.

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe R. Morrison
Clerk of the Board

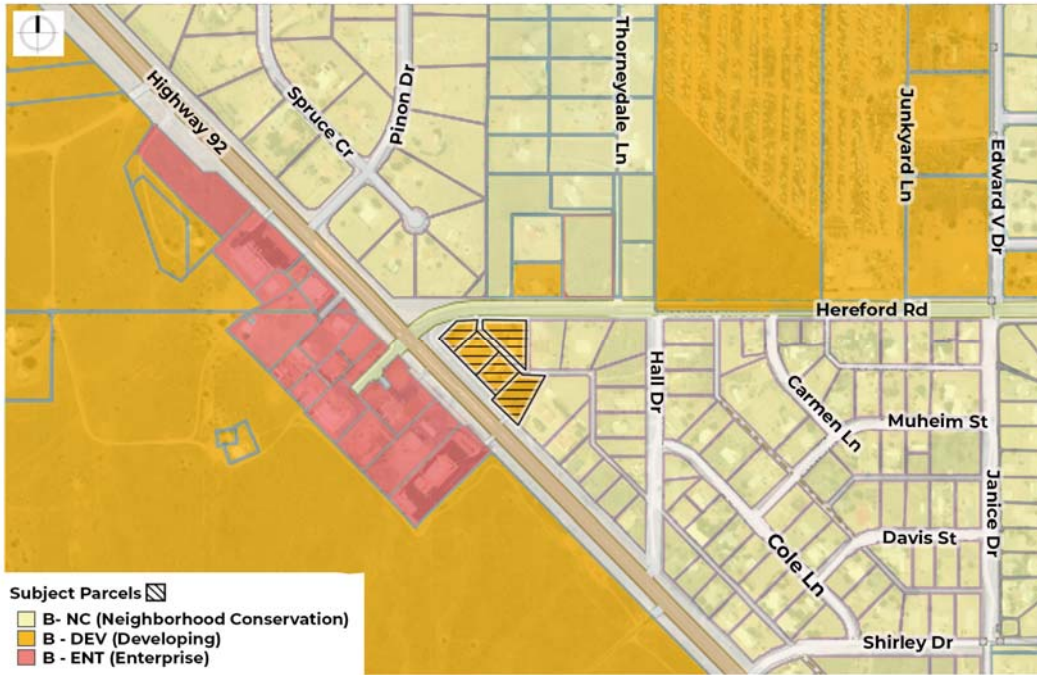
Christine J. Roberts
Civil Deputy County Attorney

"Exhibit A"

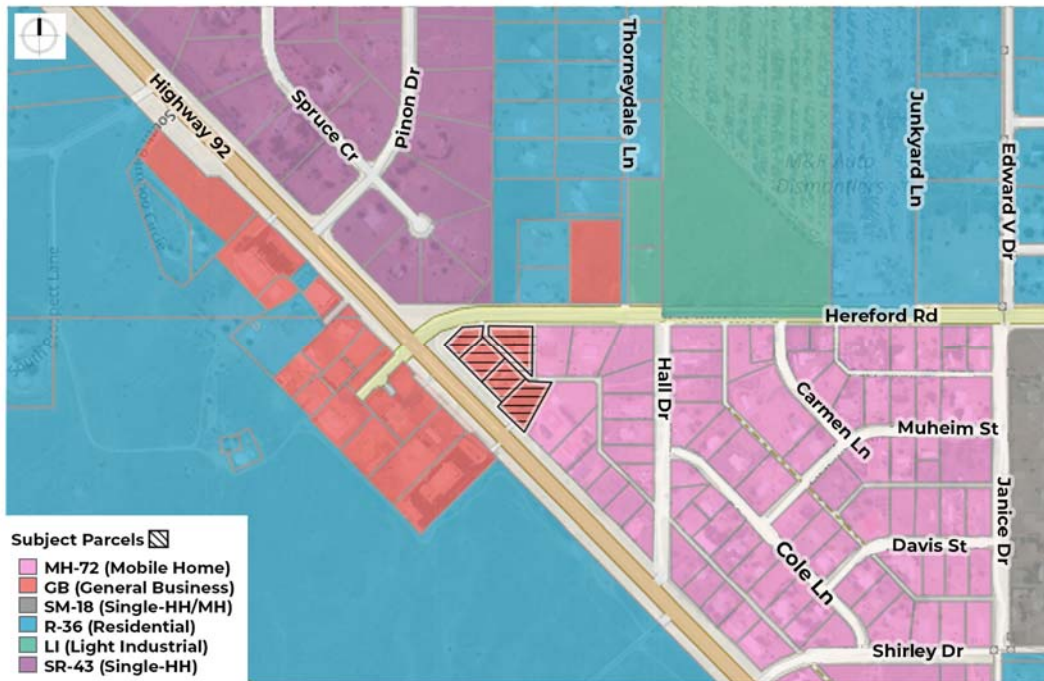
Subject Parcels



Proposed Land Use



Proposed Zoning





Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Christine McLachlan, AICP, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-19-07 & CP-19-02 (Hereford92)
DATE: December 26, 2019 for the January 7, 2020 Meeting

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT & REZONING

This is a County-initiated request for a concurrent rezoning and Comprehensive Plan map amendment, consequently, Cochise County is the applicant. The request consists of five parcels, with two separate owners. The applicant has requested a land use map designation amendment from Neighborhood Conservation (NC) to Developing (DEV) and a zoning amendment from MH-72 (Mobile Home Residential; one dwelling per 12,000 square feet) to GB (General Business).

The subject parcels total 1.92 acres (83,611 square feet) in size. The subject parcels, APN 104-10-107A, APN 104-10-106, APN 104-10-105, APN 104-10-104 and APN 104-10-090, are generally located at the southeastern corner of SR-92 and Hereford Road in Hereford. They are further described as being situated in Section 18 of Township 23 South and Range 21 East, in unincorporated Cochise County, Arizona.

I. PLANNING & ZONING COMMISSION RECOMMENDATION

On Wednesday, December 11, 2019, the Planning and Zoning Commission voted 3-2 to forward this Docket to the Board of Supervisors with a recommendation of denial.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	Parcel APN 104-10-104: 0.46 acres (20,126 sq. ft.) Parcel APN 104-10-105: 0.35 acres (15,417 sq. ft.) Parcel APN 104-10-106: 0.35 acres (15,417 sq. ft.) Parcel APN 104-10-107A: 0.25 acres (11,226 sq. ft.) Parcel APN 104-10-090: 0.49 acres (21,386 sq. ft.)
Current Zoning:	MH-72 (Single Family Residential; one dwelling per 12,000 square feet)
Proposed Zoning:	GB (General Business)
Growth Area:	B – Community Growth Areas
Current Plan Designation:	Neighborhood Conservation (NC)
Proposed Plan Designation:	Developing (DEV)
Area Plan:	None
Existing Uses:	Rental manufactured housing/mobile homes, with the exception of Parcel 104-10-104, which remains vacant with remnants of a torn-down structure
Proposed Uses:	Same

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

Zoning, Land Use and Use of Surrounding Properties

Relation to Subject Parcel	Zoning	Land Use	Use of Property
North	Hereford Road (County Road) SR-43 and R-36	Hereford Road (County Road), NC and DEV	Single-family residential
South	MH-72	NC	Manufactured home residential
East	MH-72	NC	Manufactured home residential
West	SR 92 (State Road), GB	SR 92 (State Road), ENT	Commercial

Subject Parcels Location and Surrounding Uses Map



III. PARCEL HISTORY

104-10-107A - Permit for manufactured home and septic (2002)

104-10-106 – Permit for two septic systems (2001), Permit for two 660 SF mobile homes (2002)

104-10-105 – Permit for septic system (2002), Permit for temporary RV (2003), replacement of 720 SF mobile home (2002), 1120 SF mobile home (2006), demolition of 720 SF mobile home (2011)

104-10-090 – Permit for 1248 SF mobile home (1981), Septic repair (2007)

IV. NATURE OF REQUEST

The applicant (Cochise County, Planning) is making a concurrent request to amend the land use designation from Neighborhood Conservation (NC) to Developing (DEV) and amend the zoning designation from Mobile Home District, one dwelling per 7,200 SF (MH-72) to General Business (GB) on the subject parcels. The area directly surrounding the site is residential to the north, south and east and commercial to the west.

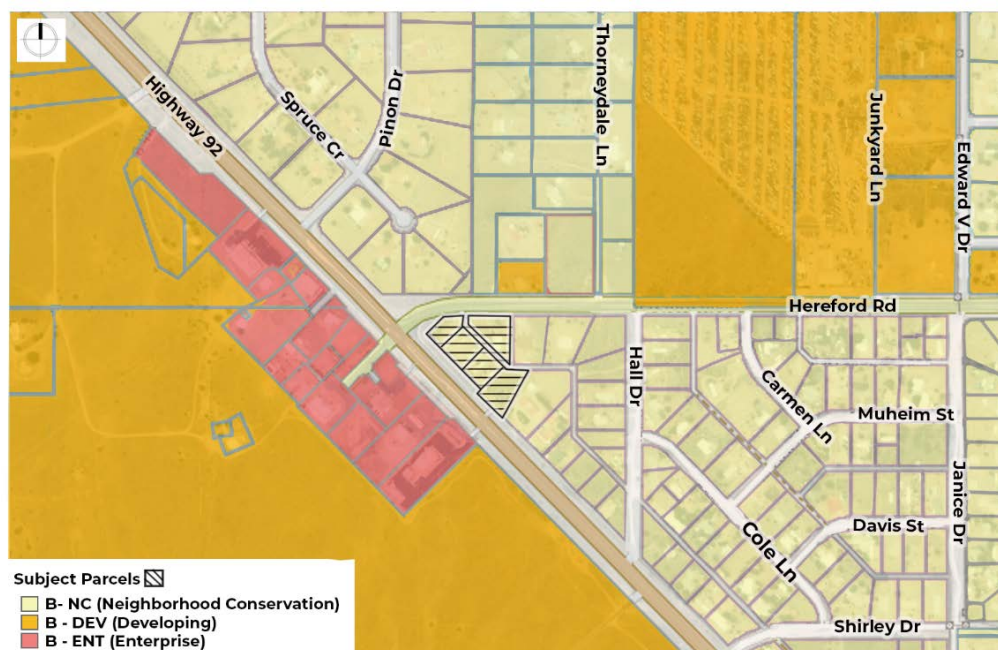
V. ANALYSIS OF LAND USE MAP AMENDMENT (MINOR) IMPACTS

Compliance with Land Use Amendment Criteria

The Comprehensive Plan Growth Area Categories and Designations within the Cochise County Comprehensive Plan (“Plan”) are designed to provide a measure of protection to the existing character of an area. The Plan may be amended, by minor or major amendment, by interested parties from time to time. An amendment is considered “major” if it results in a substantial alteration of the County’s land use mixture or balance. However, because the proposed amendment falls below the threshold for a major amendment, it is a minor amendment.

Section 302A.2. of the Comprehensive Plan provides six criteria used to consider a change in a Plan Designation. All six of the criteria are applicable to this request. The request fully complies with five of the six factors and partially complies with one factor.

Current Land Use Map

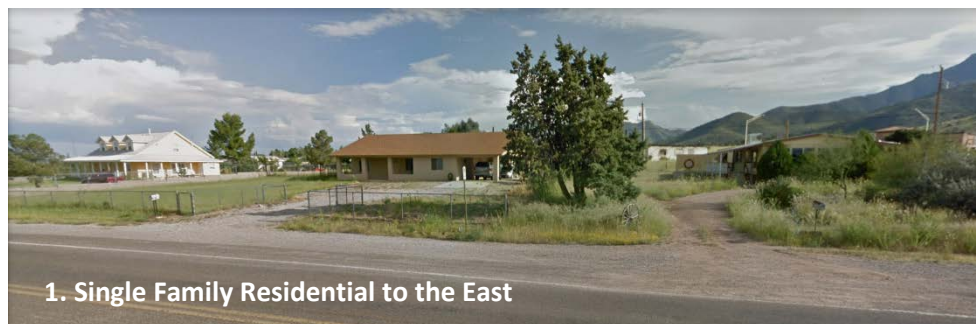


1. The Pattern of Growth No Longer Reflects the Type of Growth Expected in the Current Designation - Complies

All five subject parcels carry the Neighborhood Conservation (NC) designation. According to the Plan, this designation is established according to the following criteria, “a. The area to be designated is a developed residential neighborhood that warrants protection from non-residential uses; or b. The area is an approved subdivision for which all the improvements are in place and constructed to minimum County standards.”

The subject parcels are not in an approved subdivision. Moreover, it is the opinion of staff, that while the parcels are developed for residential use, and Hereford is largely a residential area, this particular collection of parcels does not constitute a neighborhood. Hereford Road and Highway 92 are the most traveled roads within Hereford, which makes the intersection of these roadways both highly visible and more appropriate for a higher density and non-residential land use.

Surrounding Uses Map





2. Single Family Residential to the North



3. Commercial to the West



4. Commercial to the West



5. MF Residential to the South

2. Substantial Changes Have Occurred in the Area – Complies

Following the 2011 Monument Fire in the area, which ultimately impacted 29,000 acres within the Huachuca Mountains and consumed approximately 70 structures in the Hereford area, businesses like Ricardo’s Mexican Restaurant and others impacted by the fire have been re-built or repaired. The spread of commercial development has gradually continued onto the western portion of the Hereford Road/Highway 92 intersection.

3. The Extension of Urban Standard Facilities and Services Have Changed the Optimum Type of Appropriate Development – Partially Complies

This criterion is intended to apply to situations where major road improvements, extensions of waste disposal systems and water service have recently occurred. There are no recent or planned roadway improvement projects, however the current capacity of the Hereford Road and Highway 92, indicates that commercial development is a more optimum development type. Similarly, while the subject parcels do not have access to sewer, there is public water service through Bella Vista Water.

4. Substantial Support from Property Owners - Complies

On November 6, 2019, all property owners within 1,000 feet of the subject parcels were sent a letter with information about the subject parcels and the dual land use/zoning request. They were provided relevant case information, public hearing dates as well as a form in which they could indicate support or non-support of the request. In addition, the subject parcels were posted, and a public hearing notice was provided in the Sierra Vista Herald on November 20, 2019. As of December 5th, staff has received 3 letters or calls in support and no letters or calls in opposition to the request. The following map indicates the location of property owners that have contacted staff in response to this request. The color green indicates support of the property owner, while the color red indicates opposition to the request.

Support/Opposition to Request Map



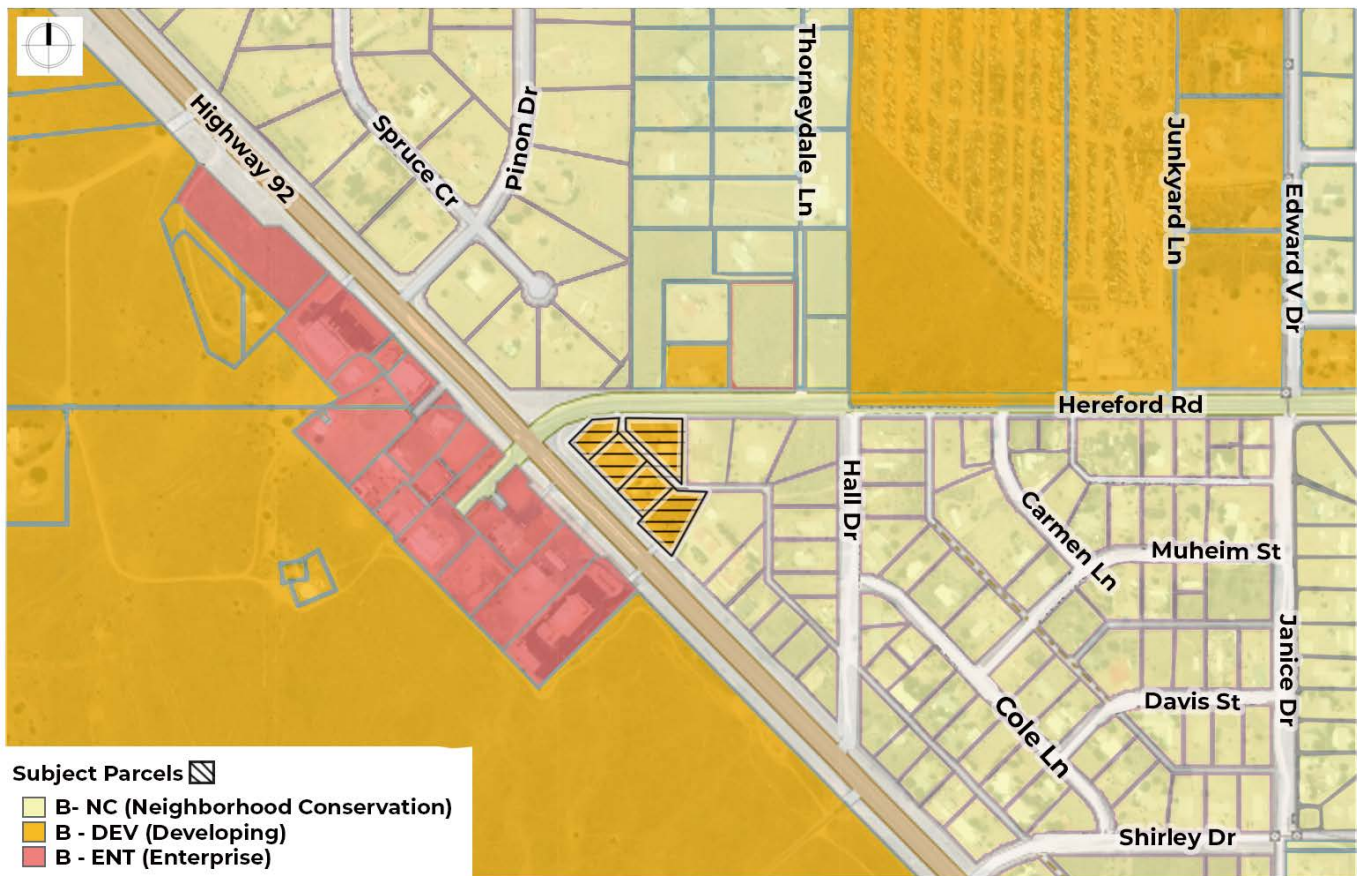
5. Change in Developing Designation Following a Distinguishable Pattern of Development - Complies

Both proceeding and following the 2011 Monument fire, which consumed several houses and businesses in this area, there has been a pattern of increased commercial development at the intersection of Highway 92 and Hereford Road. Most recently, a Dollar General was constructed in 2016, less than a quarter of a mile northwest of the subject parcels. In addition, since 2011, the following additional non-commercial businesses have also been constructed or re-constructed: Canyon General Mini-Mart, US Post Office, Mountain View Air Conditioning and Heating, Ricardo’s Lounge, Pizzeria Mimosa, Hereford Medical Clinic, and Chuckwagon Grill. Given the visible prominence and accessibility of this intersection, staff recommends the proposed land use change to support more of a nodal pattern of commercial development, rather than current strip form.

6. New Designation Provides a Harmonious Transition Between Existing Designations - Complies

The proposed designation of “Developing” provides a more appropriate transition between the “Enterprise” designation to the west and the “Neighborhood Conservation” to the east. Neighborhood Conservation is a protective and restrictive designation, which promotes residential development and discourages non-residential development. The “Enterprise” designation is most appropriate in areas that support commercial and industrial uses rather than additional residential use, which is considered undesirable. The “Developing” designation, on the other hand, is used to describe areas experiencing non-rural growth rates that are developed with scattered, mixed residential, business. This category seems both more indicative of the current development pattern and a better transition/step-down between the intensive “Enterprise” designation and the restrictive “Neighborhood Conservation” designation.

Proposed Land Use Map

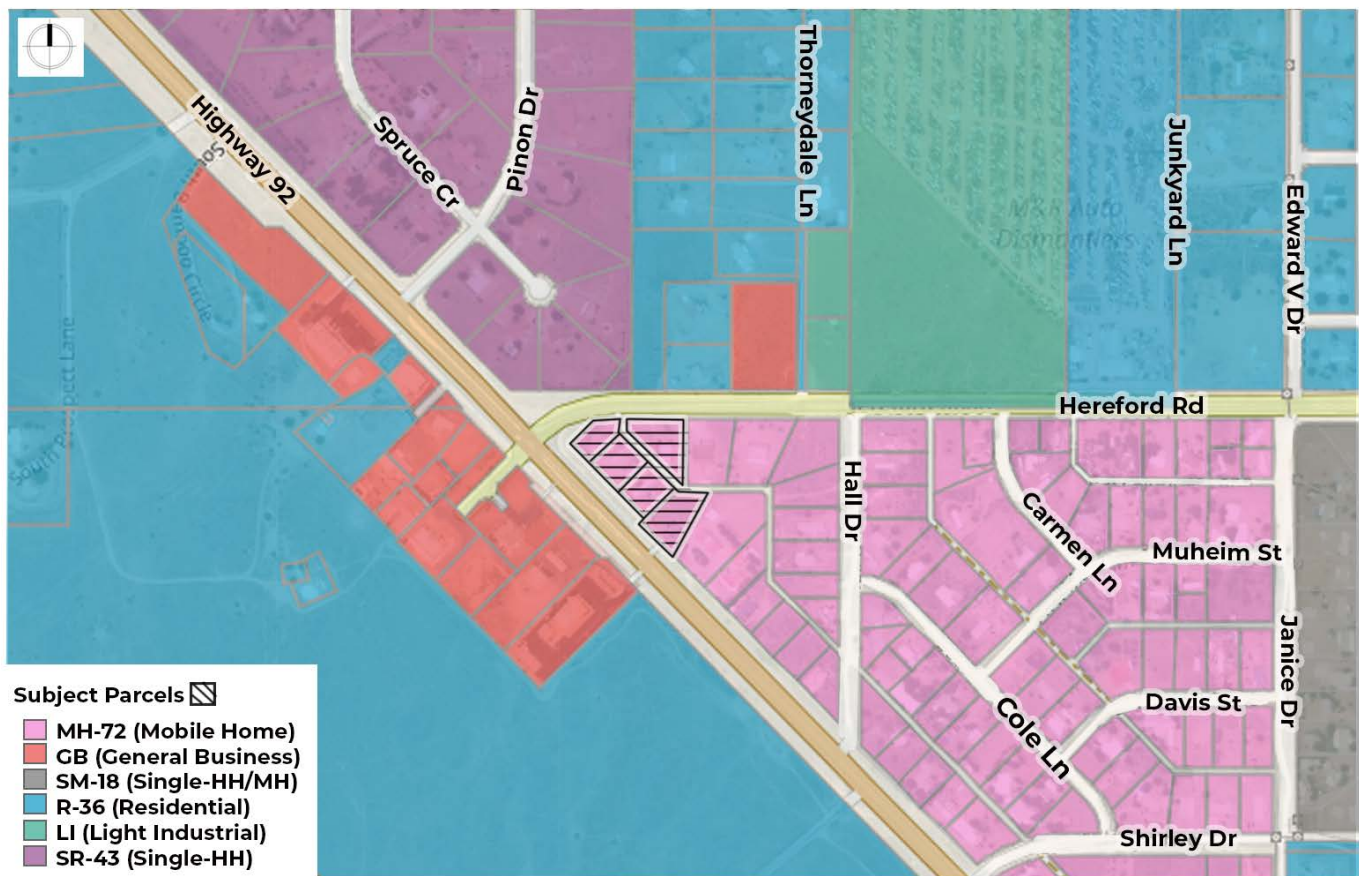


V. ANALYSIS OF REZONING IMPACTS

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. The Planning Commission and the Board of Supervisors must consider these factors in deciding whether to approve a Rezoning. Compliance or non-compliance with applicable factors serves as the basis for analyzing the rezoning and determining the factors in favor or against the zoning. As with most rezoning cases, not all the criteria are met by this request. Specifically, eight of the factors are met as submitted, four can be met with conditions, as noted, while the remaining three factors are not met by this request. The following section of this report details and analyzes each individual criterion.

Current Zoning Map



1. Provides an Adequate Land Use/Concept Plan: Does Not Comply

The applicant has not submitted a land use/concept plan because this is a County-initiated action and there is no immediate redevelopment planned for the subject parcels. Pending approval of this re-zoning, all future site development will be required to comply with all relevant standards contained in the Zoning Regulations for General Business zoning. This includes but is not limited to maximum height, setbacks, maximum site coverage, distances between structures, and screening. In addition, the developer must consider abatement for nuisances including electrical disturbances, noise, and odors both on site and extending beyond the site.

2. Compliance with Applicable Site Development Standards: Complies with Conditions

Mobile homes and manufactured homes are permitted principal uses both in the existing and proposed zoning categories. Their current placement, density and configuration is in conformance with both GB and MH-72 Zoning Regulations. Therefore, none of the existing structures would cease to be considered conforming pending the results of this case. However, there are differences in the development standards between the MR-72 and GB categories, which would apply pending redevelopment. Should any of the current dwellings be removed, all future development will be required to follow the site development standards for General Business (GB), which includes but is not limited to standards regarding maximum height, setbacks, maximum site coverage, distances between structures, and screening. Any necessary abatement for nuisances including electrical disturbances, noise, and odors both on site and extending beyond the site will be considered.

In addition, all future development proposals must include a drainage analysis to demonstrate the proposed development will not result in adverse impacts (increasing water surface elevations and increasing velocities) on the adjacent parcels. Detention/retention requirements shall follow Arizona Department of Water Resources (ADWR) Standard 8-99. The finished floors, electrical and mechanical equipment of all future structures will be required to be elevated one foot above the 100-yr water surface elevation, as determined by the drainage analysis.

If proposing retention basins, the dry wells will need to be registered with the Arizona Department of Water Resources (ADWR). A maintenance plan for the detention/retention basins shall be required. If sound walls are proposed, they will need to be designed so that they do not divert, retard or obstruct stormwater flow. This area is within Cochise County's Municipal Separate Storm Sewer System (MS4) area and more than one acre may be disturbed; consequently, a Stormwater Pollution Prevention Plan (SWPPP) will be required by Cochise County for any proposed development improvements.

Staff believes that Subject Parcel 104-10-090 is capable of supporting redevelopment in accordance with all relevant site standards for GB zoning. At the same time, staff recommends that all remaining parcels, which range in size from 0.25 to 0.46 acres, and currently rely on an informal circulation plan to access the Highway 92, should be combined either prior or in conjunction with the submittal of a non-residential site plan as a condition of this request. Once combined, parcels 104-10-107A, 104-10-106, 104-10-105, 104- 10-104 will be capable of reasonable development for the typical uses of General Business and will be able to abide by all site development standards given the overall size, dimensions and orientations of the subject parcels.

Current Site Use/Conditions Map





3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not unduly affect the development prospects of any neighboring properties nor would it result in the reduction of remaining adjoining Zoning Districts to a size or shape incapable of reasonable development. This area is currently developed. All existing adjacent parcels comply with applicable development standards for their use and would continue to have legally conforming status.

4. Limitation on Creation of Nonconforming Uses: Complies

This factor pertains to creating non-conforming uses on the site to be rezoned. The creation of non-conforming uses is generally discouraged by the Zoning Regulations. As stated under criterion 2, mobile homes and manufactured homes are permitted principal uses both in the existing and proposed zoning categories. Therefore, no new non-conforming uses would be created by the proposed rezoning.

5. Compatibility with Existing Development: Complies

The site currently abuts existing commercial and residential uses and zoning categories. The proposed zoning extends the existing General Business zoning into the southeastern quadrant of the intersection of Hereford Road and Highway 92. It is anticipated that the subject parcels could be developed in the future into a commercial use that better serves the greater Hereford community.

6. Rezoning to More Intense Districts: Complies

The Zoning Regulations state that when a rezoning is to a more intense zoning district, where it abuts a less intense zoning district, the less intense zoning district should be protected. This request is a proposal to amend the zoning to a more intense zoning district. It abuts the less intense residential zoning district of MH-72. The proposed General Business zoning will comply this requirement by buffering the less intense MH-72 land use from the intersection of Highway 92 (minor arterial) and Hereford Road (major collector). It is also an extension of the General Business zoning district to the west.

7. Adequate Services and Infrastructure: Complies

The site has existing electric, gas, water, septic and emergency service. While the proposed General Business zoning designation is a more intense use, there is sufficient vehicular access to the site. (See Traffic Circulation Map, below). Parcels 104-10-104, 104-10-105, 104-10-106 and 104-10-107A access Hereford Road via a 20' wide alley, which is to the rear of the existing trailers. There is also an informal dirt circulation path around the other sides of the trailers, which allows access from each of the four parcels to Highway 92. The alley easement has an access point/apron onto Hereford Road. Vehicles may turn left or right from either of these access points and it is used for by refuse collection trucks.

In addition, there are two residential driveway aprons for Parcel 104-10-090, which allow unrestricted turn movements. A consolidation of parcels 104-10-107A, 104-10-106, 104-10-105, 104-10-104 into a single redevelopment site plan proposal, which is a proposed condition of this request, would serve to consolidate and formalize the access points along Hereford Road and Highway 92. As previously mentioned, the change from MH-72 to GB could result in increased traffic, however, both Hereford Road and Highway 92 are high capacity roadways that Staff feels can accommodate the additional volume of traffic this change would produce.

Potential impacts to traffic will be further analyzed by County and State roadway engineering staff pending the acceptance of a site plan. This review will determine the appropriate number and placement of access points to the site from Hereford Road and Highway 92.

8. Traffic Circulation Criteria: Complies with Conditions

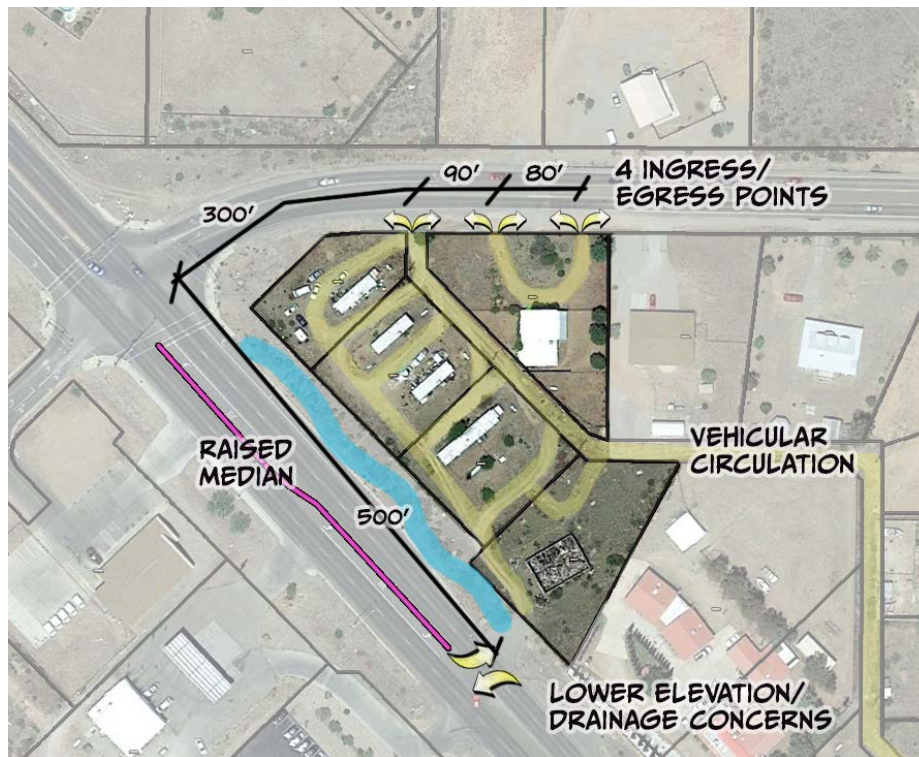
This request is consistent with preservation of the functions of surrounding streets as defined in the Comprehensive Plan. In this case, the surrounding streets that will be most impacted are Hereford Road and Highway 92, which directly abut and serve the subject parcels. Significantly, this request will not result in any residential street being used for non-residential through traffic. All current site access is from Hereford Road, which is a collector Road, and Highway 92, which is an arterial road.

This request must also take into account the future circulation needs in the surrounding area. Staff feels no off-site improvements are warranted at this time. The larger residential area where the subject parcels are located is served by an alleyway that bisects four of the western parcels under common ownership from Parcel 104-10-090, to the east. Staff recommends the condition that while the existing 20' wide alley can be relocated, it should remain open and accessible to this site and all the properties currently using it. In addition, the County reserves the right to require improvements, including but not limited to the increasing the width of this easement, prior to the acceptance of a commercial site plan and/or any commercial permitting.

9. Development Along Major Streets: Complies

The Zoning Regulations encourage development that “limits the number of access points on major thoroughfares or arterial streets, and County collectors through the use of frontage roads, shared access, no access easements or other safe methods designed to minimize road cuts that create unsafe traffic conflicts, hazardous traffic congestion and obstruct the functioning of arterials.” All access points associated with future site plans will be required to comply with applicable County regulations.

Traffic Circulation Map



10. Infill: Does Not Comply

The Zoning Regulations encourage rezonings to GB within “Enterprise” or “Enterprise Redevelopment.” The Enterprise designation applies to areas with an established pattern of commercial and/or industrial land use. This factor is intended to encourage infill where it is likely to be supported from an infrastructure standpoint and where it is most likely to be compatible with neighboring uses. In this case, a concurrent land use amendment to “Developing” is being sought. The “Developing” designation allows similar uses as the “Enterprise” designation; however, it is considered a transitional category. Overall, it is intended as a temporary label that should be re-evaluated periodically by the County planning at regular intervals. Regardless, due to the transitional development pattern in this area, staff feels the “Developing”

category is most appropriate in this case and in this particular location. It can and will be re-evaluated along with all other parcels within the “Developing” category during the next update to the Comprehensive Plan.

11. Unique Topographic Features: Complies

The Zoning Regulations stipulate that a rezoning to a more intensive Zoning District shall not take place if there are areas of unstable soils, steep slopes, severe washes, floodplains, etc., which are not appropriate for intense development. Rezonings encompassing such areas will be discouraged unless the developer carefully plans development around these areas, such that they are appropriately protected. The subject parcels are not within a designated floodplain, rather they are in Zone D. The Zone D designation is applied to areas where there are possible but undetermined flood hazards, as no analysis of flood hazards has been conducted. Given the mountainous topography and the prevalence of washes throughout Cochise County, it can be a challenge to find favorably flat sites. There is a large culvert in the right-of-way near parcel 104-10-104, which appears to drain water from Highway 92 in storm events. Also, the overall site is approximately six feet lower in elevation from Highway 92. Given the overall size, dimensions and configuration of the subject parcels, a future development plan that consolidates parcels 104-10-107A, 104-10-106, 104-10-105, 104-10-104 (as previously conditioned), must be able to accommodate all drainage produced by the on-site development.

12. Water Conservation: Complies with Conditions

The subject parcels are within the Sierra Vista Sub-Watershed Overlay Zone, as defined by the Arizona Department of Water Resources and delineated on County maps. It is not within two miles of the San Pedro Riparian National Conservation Area or within one mile of the Babocomari River. In order to obtain future building permits, all proposed development must comply with all relevant water conservation regulations in the Zoning Regulations, and water conservation policies in the Comprehensive Plan.

13. Public Input: Complies

Staff mailed notices to neighboring property owners within 1,000 ft. of the subject property posted the site and published legal notices as required by the Zoning Regulations and Comprehensive Plan. Staff received three responses in support and zero responses in opposition.

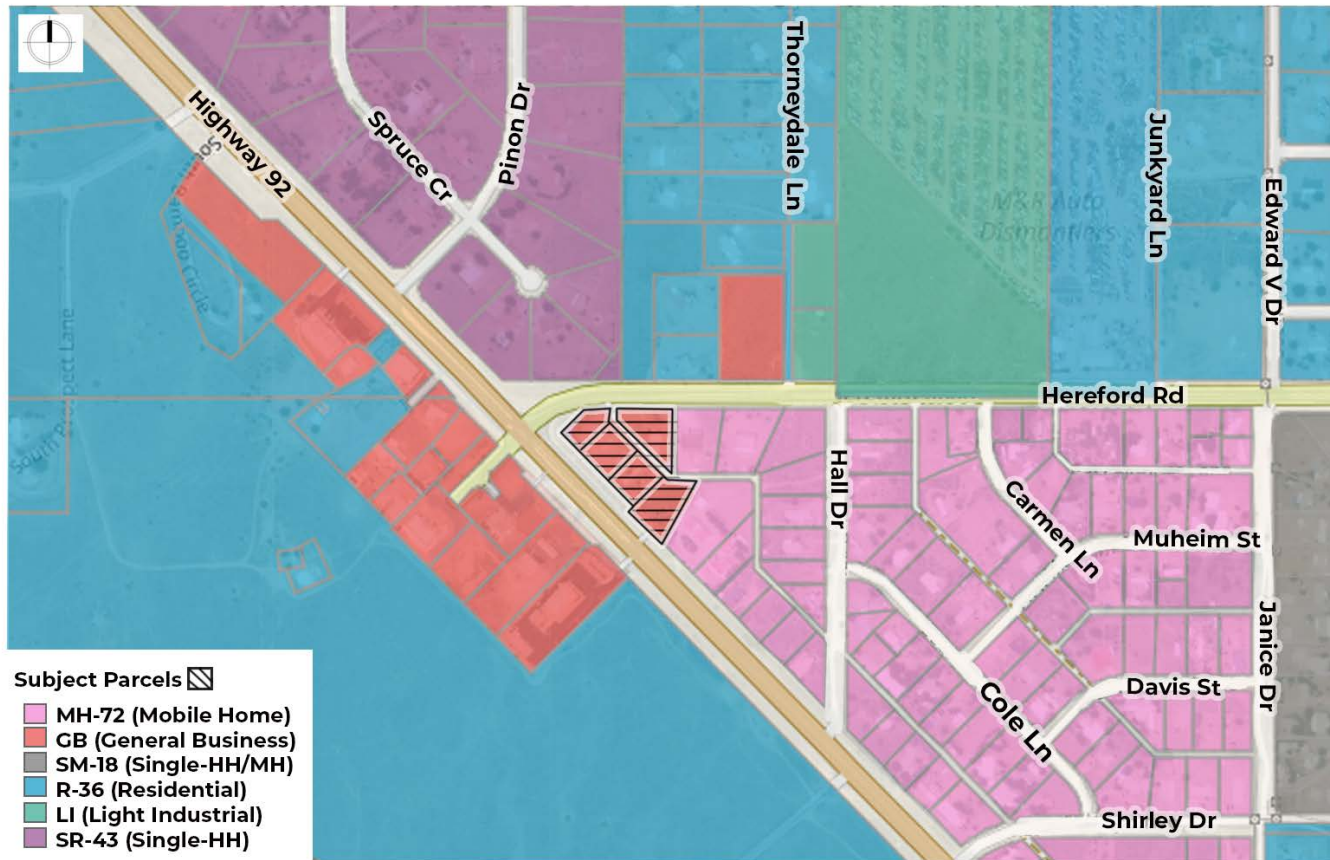
14. Hazardous Materials: Does Not Comply

The Zoning Regulations require data to be submitted that will determine adequate mitigation of any impact from uses that may involve hazardous or dangerous materials. This request does not comply, because it is County-initiated, and no specific development plan has been submitted. However, any future uses that may involve hazardous or dangerous materials will be required to be adequately mitigate for on- and off-site impacts during the site planning and permitting process.

15. Compliance with Comprehensive Plan: Complies with Conditions

This criterion is intended to reinforce that proposed uses and design are in substantial conformance with adopted area plan, master development plan, or Comprehensive Plan policies. There are no applicable area plans or master development plans for the subject parcels. This case is a concurrent re-zoning and land use map amendment. Therefore, the approval of the rezoning is contingent on the approval of the land use map amendment request and will be a Staff imposed condition to this request.

Proposed Zoning Map



V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received three responses in support and zero responses in opposition to this request. A copy of all correspondence received as of December 6, 2019 is included in the packet.

VI. SUMMARY AND CONCLUSION

The request is a rezoning from MH-72 (Mobile Home District, one dwelling per 7,200 SF) to GB (General Business). A concurrent Comprehensive Map amendment is requested, which will change the current land use designation from to Neighborhood Conservation (NC) to Developing (DEV). The subject parcels total 1.91 acres (83,611 square feet) in size. The subject parcels, (APN 104-10-107A, APN 104-10-106, APN 104-10-105, APN 104-10-104, APN 104-10-090), are located on the southeast corner of Hereford Road and Highway 92 in unincorporated Hereford.

The location of the subject parcels is at the highly visible intersection of a minor arterial (SR-92) and major collector (Hereford) road. It is the opinion of staff that a small collection of mobile homes is not the highest and best use of the subject parcels and a change in land use from NC to DEV could promote redevelopment that would better serve Hereford community residents.

Regarding zoning, the subject parcels are currently zoned MH-72, which is an old zoning designation that now falls under the requirements of MR-2 within Cochise County Zoning Regulations. As stated in the Zoning Regulations, the intent of MR-2 zoning is to provide high-density residential development in locations with adequate infrastructure and protect residential development. The proposed zoning for the subject parcels is General Business (GB). The GB category encourages concentrated development of commercial activities for the convenience of the public. As the Hereford community has grown, a commercial node at the intersection of SR-92 and Hereford Road has begun to develop. This

node includes a post office, gas station, medical center, a retail store and three restaurants. The expansion of the GB zoning pattern to the eastern side of intersection, which is closer to the residential population and will not require pedestrians to cross Highway 92, will reinforce the existing node and, again, ultimately better serve the needs of the greater Hereford community.

Factors in Favor of Approval

1. Promoting redevelopment - This request has been initiated, in large part, to promote redevelopment of this emerging commercial node in Hereford community. Zoning allows the County to regulate and control land in order to ensure complementary use and compatibility. It can also provide the opportunity to stimulate or slow down development in specific areas. The County wishes to stimulate interest in this area by rezoning from the protective designation of Neighborhood Conservation to the more permissive category of General Business. Staff feels that given the location and surrounding uses, this change is appropriate and more supportive of the current land use trends in the area.
2. Community support – There have been no objections to this request from the immediate community. To date, three letters and one phone call were received. Each of the comments reiterated the appropriateness of commercial use in this location.
3. Balance of Land Use Amendment/Rezoning Analysis - There are six factors to consider in every land use map amendment request and fifteen factors to consider in every rezoning request. There tends to be factors in favor and factors against every request, therefore all factors must be analyzed and balanced against one another when making a recommendation. Individual factors may weigh more heavily relative to others. The only mandatory criterion with regards to rezoning, which is complied with by this request, is that only those Zoning Districts which are compatible with the characteristics of that Designation or Area may be formed.

As previously elaborated in this memo, this request complies with five of the six land use amendment factors and eight of the fifteen rezoning factors. In addition, it partially complies with the remaining land use factor and complies with conditions with five rezoning factors. All noncompliance is explained in the following section. The following tables list each criterion and whether the request complies, partially complies, complies with conditions or does not comply.

Land Use Factor Compliance Table

Criterion	Compliance	Partial Compliance	Compliance with Conditions	Non-Compliance
The Pattern of Growth No Longer Reflects the Type of Growth Expected in the Current Designation (Land Use Factor 1)	✓			
Substantial Changes Have Occurred in the Area (Land Use Factor 2)	✓			
The Extension of Urban Standard Facilities and Services Have Changed the Optimum Type of Appropriate Development (Land Use Factor 3)		✓		
Substantial Support from Property Owners (Land Use Factor 4)	✓			
Change in Developing Designation Following a Distinguishable Pattern of Development (Land Use Factor 5)	✓			
New Designation Provides a Harmonious Transition Between Existing Designations (Land Use Factor 6)	✓			

Rezoning Factor Compliance Table

Criterion	Compliance	Partial Compliance	Compliance with Conditions	Non-Compliance
Provides an Adequate Land Use/Concept Plan (Rezoning Factor 1)				✓
Compliance with Applicable Site Development Standards (Rezoning Factor 2)			✓	
Adjacent Districts Remain Capable of Development (Rezoning Factor 3)	✓			
Limitation on Creation of Nonconforming Uses (Rezoning Factor 4)	✓			
Compatibility with Existing Development (Rezoning Factor 5)	✓			
Rezoning to More Intense Districts (Rezoning Factor 6)	✓			
Adequate Services and Infrastructure (Rezoning Factor 7)	✓			
Traffic Circulation Criteria (Rezoning Factor 8)			✓	
Development Along Major Streets (Rezoning Factor 9)	✓			
Infill (Rezoning Factor 10)				✓
Unique Topographic Features (Rezoning Factor 11)	✓			
Water Conservation (Rezoning Factor 12)			✓	
Public Input (Rezoning Factor 13)	✓			
Hazardous Materials (Rezoning Factor 14)				✓
Compliance with Comprehensive Plan (Rezoning Factor 15)			✓	

Factors Against Approval

1. Planning and Zoning Commission Recommendation – On Wednesday, December 11, 2019, the Planning and Zoning Commission voted to deny this request 3-2 on procedural grounds.
2. The availability of urban standard facilities and services (land use amendment) – Ideally, land use amendments to a more intense categories and designations follow recent upgrades to waste disposal/water service and/or major road improvements. There have been no recent improvements to any of these systems nor are any planned in the foreseeable future. However, the subject parcels are located at a busy intersection of roadway that can

accommodate future growth. The presence of other commercial establishments in immediate area suggests there is sufficient water and waste service facilities to accommodate commercial redevelopment on the subject parcels.

3. No associated site plan - Because this is a County-initiated request and there are no immediate plans for redevelopment there is no associated site plan. This provides some uncertainty about the future redevelopment of these parcels. The lack of a site plan most directly relates to Factor 1 (Provides an adequate land use/concept plan), Factor 14 (Hazardous or Dangerous materials), Factor 2 (Compliance with Applicable Site Development Standards), Factor 11 (Unique Topographic Features) and Factor 12 (Water Conservation) in Section V of this memo. Without a site plan, neither staff, the Planning and Zoning Commission, nor the Board of Supervisors can evaluate compliance or non-compliance regarding these above-mentioned rezoning criteria. However, as with all site plans submittals, future redevelopment on this site will be required to comply with all relevant Zoning Regulations and policies in the Comprehensive Plan, as well as any relevant state or County engineering standards.
4. This request does not comply with the Factor 10 (Infill). A concurrent land use amendment to "Enterprise" rather than "Developing" is required to comply with this factor. As explained in this memo, due to the transitional development pattern in this area, staff feels the "Developing" category is most appropriate in this case and in this particular location. It can and will be re-evaluated along with all other parcels within the "Developing" category during the next update to the Comprehensive Plan.
5. Commercial development in this location would likely result in higher traffic volumes, noise, odors and increased light levels than the existing uses. Any potential impacts would need to be addressed and mitigated through the development review process pending the submittal of site plans for these parcels.

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from MH-72 (Mobile Home District, one dwelling per 7,200 SF) to GB (General Business) and the concurrent Comprehensive Map amendment, which will change the current land use designation from to Neighborhood Conservation (NC) to Developing (DEV) to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions and Modifications:

1. The Property Owners shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 within thirty (30) days of Board of Supervisors approval of the rezoning;
2. It is the Property Owners' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations;
3. Parcels 104-10-107A, 104-10-106, 104-10-105, 104- 10-104 shall be combined either prior or in conjunction with the submittal of a non-residential site plan.
4. Any new driveway access shall follow all applicable State or County standards;
5. The approval of the re-zoning request (Z-19-07) is contingent upon the approval of the associated land use amendment (CP-19-02);
6. All development will comply with County water conservation regulations adopted at the time of construction; and
7. All future development proposals must include a drainage analysis to demonstrate the proposed development will not result in adverse impacts (increasing water surface elevations and increasing velocities) on the adjacent parcels. Detention/retention requirements shall follow Arizona Department of Water Resources (ADWR) Standard 8-99. The finished floors, electrical and mechanical equipment of all future structures will be required to be elevated one foot above the 100-yr water surface elevation, as determined by the drainage analysis. If proposing retention basins, the dry wells will need to be registered with the Arizona Department of Water Resources (ADWR). A maintenance plan for the detention/retention basins shall be required. If sound walls are proposed, they will need to be designed so that they do not divert, retard or obstruct stormwater flow. This area is within Cochise County's Municipal Separate

Storm Sewer System (MS4) area and more than one acre may be disturbed; consequently, a Stormwater Pollution Prevention Plan (SWPPP) will be required by Cochise County for any proposed development improvements.

8. The subject parcels shall not be used for storage, warehousing and/or maintenance yards. The following uses are prohibited from all future development proposals: Impoundment storage yard, contract construction services, mini-warehouses and warehousing, distribution and storage of non-hazardous goods, not to exceed 10,000 SF floor area.

VIII. ATTACHMENTS

- A. Application and Location Map
- B. Signed Authorization
- C. Public Comments
- D. Agency Comments



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

APPLICATION TO AMEND THE COCHISE COUNTY COMPREHENSIVE PLAN

Applicant Name: Christine McLachlan, Cochise County planner

Mail Address: 1415 Melody Lane, Building F Bisbee, AZ 85603

Email Address: cmclachlan@cochise.az.gov

Phone Number(s): 520-432-9266

Parcel Number(s): 104-10-107A, 104-10-106, 104-10-105, 104-10-104, 104-10-090

4686 E Hereford Rd. Hereford, AZ 85615 7233 S Highway 92 Hereford, AZ 85615

4690 E Hereford Rd. Hereford, AZ 85615 4770 E Hereford Rd. Hereford, AZ 85615

Parcel Address(es): 4734 E Hereford Rd. Hereford, AZ 85615

Date 10/29/19 **Fee Paid:** Yes No (Payable to Cochise County Treasurer)

(Application will not be processed until fee is paid)

**FILL OUT THE REMAINDER OF THE APPLICATION - BE AS COMPLETE AS POSSIBLE -
ATTACH ADDITIONAL SHEETS IF NECESSARY**

1. Plan Amendments Proposed – If you seek a rezoning, it may require amendments to both the Cochise County Comprehensive Plan Growth Area Categories and Land Use Designations. It is advisable to work with a Planning Department staff planner to decide the necessary amendment (s).

a) Growth Area Amendment

Existing Growth Area Category Category B – Community Growth Areas

Proposed Growth Area Category Category B – Community Growth Areas

b) Land Use Designation Amendment

Existing Designation Neighborhood Conservation (NC)

Proposed Designation Developing (DEV)

c) Existing Zoning MH-72 Proposed Zoning GB

STAFF USE ONLY Is Growth Area/Plan Designation Compatible with proposed Zoning? No, rezoning is required

2. Describe the location and boundaries of the proposed Plan Amendment(s). A rezoning request may only affect one parcel. Plan amendments, however, raise larger issues such as whether or not current or future growth patterns in an area are different than those indicated by the existing Growth Category and Designation. For this reason a plan amendment may involve evaluating a larger area than a specific site for a rezoning. If this is the case, the planner may request that the Plan amendment boundaries be expanded.

A. Major Street and Street Intersections: The parcels are located on the SE corner of Highway 92 and Hereford Road.

B. Attach a map showing the boundaries of the proposed Amendment; label streets and other important landmarks such as Township, Range and Section lines.
Map Attached: Yes X No _____

3. **Explain the reason that the proposed Plan amendment is justified.** Growth Areas and Plan Designations are designed to give a measure of protection to the existing character of an area; for example, requiring that only residential uses and densities or neighborhood-oriented businesses develop in existing neighborhoods. To justify an amendment, it is important to cite specific examples of

existing or future growth that do not fit with the pattern of growth implied by the existing Growth Area or Designation or to demonstrate that proposed new development is large enough to warrant a new Growth Area.

The current land use designation of Neighborhood Conservation (NC) designation identifies areas that have an established character which is primarily residential. The proposed land use of Developing (DEV) identifies areas experiencing non-rural growth rates that are developed with scattered, mixed residential, business or industrial and agriculture-related uses and that ultimately will accommodate future growth.

While the subject parcels are developed, and currently used, for residential use, the character of the surrounding area has become increasing urban and mixed-use over the past decade. Moreover, the location of the subject parcels is at the highly visible intersection of a minor arterial (SR-92) and major collector (Hereford) road. It is the opinion of staff that single family residential is not the highest and best use of the subject parcels and a change in land use from NC to DEV could promote redevelopment that would better serve Hereford community residents.

Applicant Signature: *Christine McLachlan*

Property Owner Signature (if not the Applicant): see attached authorization letters

Print Property Owner Name: Ryan and Summer Despain (104-10-090), John Williams (remaining parcels)

Date of signature of property owner: see attached authorization letters



Cochise County
Community Development
 Planning, Zoning and Building Safety Division
Public Programs...Personal Service
 www.cochise.az.gov

COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: Christine McLachlan, Cochise County planner

2. Mailing Address: 1415 Melody Lane, Building F

<u>Bisbee</u>	<u>Arizona</u>	<u>85603</u>
City	State	Zip Code

3. Telephone Number of Applicant: 520-432-9266

4. Telephone Number of Contact Person if Different: _____

5. Email Address: cmclachlan@cochise.az.gov

6. Assessor's Tax Parcel Number: see below (Can be obtained from your County property tax statement) 104-10-107A, 104-10-106, 104-10-105, 104-10-104, 104-10-090

7. Applicant is (check one):

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

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

- List attached (if applicable): X

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

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

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

- If corporation, corporate resolution designating applicant to act as agent: _____
- If partnership, written authorization from partner: _____
- If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application. See attached

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:

- Copy of deed of ownership: _____
- Copy of title report: _____
- Copy of tax notice: _____
- Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes _____ No X

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

12. Is more than one parcel contained within the area to be rezoned? Yes X No

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: MH-72 (Mobile Home District, one dwelling per 7,200 SF)

14. Indicate proposed Zoning District for Property: GB (General Business)

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

15. Comprehensive Plan Category: Cat. B (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: NC (A County planner can provide this information.)

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

17. Describe all structures already existing on the property: Parcel 104-10-090 contains one manufactured home, Parcel 104-10-104 contains the base foundation of a demolished structure, Parcel 104-10-107A contains one mobile home, Parcel 104-10-106 contains two mobile homes, Parcel 104-10-105 contains one mobile home

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: No immediate changes are proposed.

19. Are there any deed restrictions or private covenants in effect for this property?

- No X Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____

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

20. Which streets or easements will be used for traffic entering and exiting the property?

There are currently three ingress/egress points that service the subject parcels and one ingress/egress point on SR-92. There is a dedicated easement that serves parcels 104-10-107A, 104-10-106, and 104-10-104 directly to their east. A commercial development, which consolidates the parcels onto one site plan could reduce the number of ingress/egress points in half, (one access point on Hereford Rd, one on SR-92).

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? none

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? There are currently four, a change in use from residential to commercial could reduce the total number of required access points to two.

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Bella Vista Water	
Sewer/Septic	existing septic	
Electricity	SSVEC	
Natural Gas	AmeriGas	
Telephone	Century Link	
Fire Protection	Fry Fire District	

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

The subject parcels are currently zoned MH-72, which is an old zoning designation that now falls under the requirements of MR-2. The intent of MR-2 zoning is to provide high-density residential development in locations with adequate infrastructure and protect residential development. General Business (GB) is the proposed zoning for the subject parcels. The GB category encourages concentrated development of commercial activities for the convenience of the public.

As the Hereford community has grown, a commercial node at the intersection of SR-92 and Hereford Rd. has begun to develop. This node includes a post office, medical center, a retail store and three restaurants. To date, retail/commercial activity has developed only on the western side of SR-92, which is on the opposite side of the SR-92 from most Hereford residents/customers. The expansion of the GB zoning pattern to the eastern side of intersection, which is closer to the residential population, will reinforce the existing node and ultimately better serve the needs of the greater Hereford community.

25. AFFIDAVIT

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

Applicant's Signature: Christine McLachlan

Date: 10/29/19

CONSENT SIGNATURE FORM

factors with which to measure and analyze the appropriateness of the proposed rezoning. An analysis of how the Project addresses these evaluation factors is required for staff report to the Commission and Board. The Rezoning application must provide sufficient information for staff to make this analysis.

Rezoning Evaluation Factors:

1. Application. The Application Site Plan must provide sufficient information to determine that the proposed size and layout would comply with the applicable uses and standards for the types and intensity of uses permitted in the requested zoning district.
2. Compliance with Site Development Standards. Each parcel must meet the site development standards of the proposed zoning district including minimum lot size, setbacks, lot coverage, driveway width, parking and ADA-access requirements. The rezoning Concept Site Plan should show how these standards would be met.
3. Adjacent Districts Remain Capable of Development. Adjacent parcels should be able to meet minimum lot size and development standards of the remaining zoning district.
4. Limitation on Creation of Nonconforming Uses. The subject property should contain no structures or uses that would not be permitted or would not meet development standards of the new district.
5. Compatibility With Existing Development. The proposed rezoning district should be compatible with existing development in the vicinity.
6. Rezoning To More Intense Districts. The proposed new district should:
 - Be buffered by an intermediate district of sufficient size to provide a reasonable transition of intensity from the existing area (as a guide, a reasonable transition is considered to be a difference of intensity or density of two levels as described in Section 2208.02);
 - Be a reasonable extension of a similar density district within the area; and
 - Provide a transition between an existing less intense district and a more intensive district or an arterial street; or
 - Provide adequate protection to the adjacent less intense development in the form of enhanced screening, landscaping, setbacks, large lot size, building orientation or other design measures.
7. Adequate Services and Infrastructure. The following factors are used to determine if there are adequate services and infrastructure to serve an intensification of zoning:
 - (a) For a rezoning to a more intensive district, the applicant has provided adequate information to evaluate the impacts of the rezoning on roads, other infrastructure, and public facilities. The applicant must demonstrate that there are adequate provisions to address the impacts identified. The applicant shall provide data supporting the estimated traffic volumes as part of the application.
 - (b) If the site accesses on a road where existing demonstrable traffic problems created by incremental development have already been identified, such as a high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant has proposed a method to address these problems.
 - (c) The proposed development meets or will meet the applicable requirements for street, sewer, or water improvements.
 - (d) The site has access to streets that are adequately designed and constructed to handle the volume and nature of traffic typically generated by the use.
8. Traffic Circulation Criteria.
 - (a) Any rezoning shall be consistent with preservation of the functions of surrounding streets as defined in Section 102.B.3 (a through g) of the Comprehensive Plan. [see page 11 of the Comp Plan]
 - (b) If the rezoning is to GB, LI or HI, the development shall not result in the use of any residential street for through traffic to and from the proposed district.
 - (c) Consideration of future circulation needs in the surrounding area have been taken into account through right-of-way dedication and off-site improvements if warranted.

9. Development Along Major Streets. The rezoning size [the size of the land area to be rezoned] limits the number of access points on major thoroughfares or arterial streets, and County collectors through the use of frontage roads, shared access, no access easements or other safe methods designed to minimize road cuts that create unsafe traffic conflicts, hazardous traffic congestion and obstruct the functioning of arterials.

10. Infill. If rezoning to GB, LI or HI, the site is in an existing Enterprise or Enterprise Redevelopment plan designation area. This factor is designed to encourage infill in areas where commercial and industrial development already exists, thereby discouraging sprawl and locating new non-residential developments where adequate infrastructure may already exist and where they are most likely to be compatible with existing uses.

11. Unique Topographic Features. A rezoning to a more intensive zoning district shall not take place if there are areas of unstable soils, steep slopes, severe washes, floodplains, etc. which are not appropriate for intense development. Rezonings encompassing such areas will be discouraged unless the developer carefully plans development around these areas, such that they are appropriately protected.

12. Water Conservation. Uses proposed with the rezoning involving Master Development Plans shall show compliance with the water conservation policies of Section 102E in the Comprehensive Plan and the approved Master Development Plan. Other rezonings shall show compliance at the time of building permit issuance.

13. Public Input. If there is a major public opposition to a proposed rezoning, this may indicate that the technical evaluation regarding compatibility of the proposed district does not concur with the view of local residents and a recommendation of denial may be appropriate. If public concerns have been raised, it is fair to ask if the applicant has made a reasonable effort to address these concerns through the Citizen Review Process.

14. Hazardous Materials. Adequate data has been submitted to determine that impacts from uses that may involve hazardous or dangerous materials are adequately mitigated.

15. Compliance with Applicable Area Plan, Master Development Plan or Comprehensive Plan Policies. The proposed uses and design are in substantial conformance with adopted area plan, master development plan or comprehensive plan land use designations and policies.



Subject Parcels ■

- A - 104-10-107A
- B - 104-101-06
- C - 104-10-105
- D - 104-101-04
- E - 104-10-090

Cochise County Development Services
ATTN: Mr. Dan Coxworth
1415 Melody Lane Building E
Bisbee, AZ 85603

Date: 9/26/19

RE: Authorization for Cochise County to Rezone Property

Dear Mr. Coxworth,

The intent of this letter is to authorize Cochise County to request modification to the Cochise County Comprehensive Plan and Zoning Designations for parcel 104-10-090 which we own.

The Comprehensive Plan and Zoning Designates the parcel as Neighborhood Conservation and the Zoning is designated as Multi-household residential, 7,200 square foot lots (MH-72) I am authorizing the County to amend the Comprehensive Plan designation to Developing and the Zoning designation to General Business (GB).

Best regards,



Mr. and Mrs. Despain
PO Box 315
Eureka, UT, 84628



State of Utah)

§
County of Juab)

On this 26th day of September, in the year 2019, before me, Travis Kenison,
date Month Year name of notary public
personally appeared Ryan + Summer, proved to me through satisfactory evidence name
name of document signer
of document signer of identification, which was Drivers license to be the person whose name
form of identification
is signed on form of identification the preceding or attached document in my presence.



(notary signature)



(seal)

August 23, 2019

Cochise County Development Services
ATTN: Mr. Dan Coxworth
1415 Melody Lane Building E
Bisbee, AZ 85603

Subject: Authorization for Cochise County to Rezone Property

Dear Mr. Coxworth,

The intent of this letter is to authorize Cochise County to request modification to the Cochise County Comprehensive Plan and Zoning Designations of the following four parcels of land:

- 104-10-104
- 104-10-105
- 104-10-106
- 104-10-107A

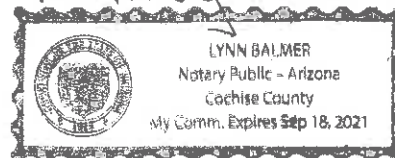
The Comprehensive Plan Designates the four parcels as Neighborhood Conservation and the Zoning is designated as Multi-household residential, 7,200 square foot lots (MH-72) I am authorizing the County to amend the Comprehensive Plan designation to Developing and the Zoning designation to General Business (GB).

Best regards,

John Williams
Mr. John Williams
PO Box 2588
Sierra Vista, AZ 85636

266-2066

Subscribed and Sworn to before me
this date September 26, 2019.
My Commission Expires 9/28/2021
Lynn Balmer
Notary Public



To Christine McLachlan

432-9278

Rezoning Docket Z-19-07 & CP-19-02 (Hereford92)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

To beautify the area. And to increase commerce for the right use. The mobile homes have been an eye-sore for years and attract the wrong people.

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

Vicki Gilbert / Pizzeria Mimosa

SIGNATURE(S):

Vicki Gilbert

YOUR TAX PARCEL NUMBER: 1040602202 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Thursday, December 5, 2019 to be included in the staff report to the Commission, and by Thursday, January 2, 2020 to be included in the staff report to the Board of Supervisors. You may also personally make a statement at the public hearing on December 11, 2019 for the Planning and Zoning Commission and January 7, 2020 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Christine McLachlan, AICP, Planner II
Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

Rezoning Docket Z-19-07 & CP-19-02 (Hereford92)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

this is a good location for commercial property that has great public access close to Hwy 92 & Hereford Road.

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

Bethany Boyd

SIGNATURE(S):

Bethany Boyd

YOUR TAX PARCEL NUMBER: 10405 0055-7 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Thursday, December 5, 2019 to be included in the staff report to the Commission, and by Thursday, January 2, 2020 to be included in the staff report to the Board of Supervisors. You may also personally make a statement at the public hearing on December 11, 2019 for the Planning and Zoning Commission and January 7, 2020 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Christine McLachlan, AICP, Planner II
Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603

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COCHISE COUNTY

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PLANNING

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Rezoning Docket Z-19-07 & CP-19-02 (Hereford92)

YES, I SUPPORT THIS REQUEST

Please state your reasons:

I believe it will benefit the area as we own a business (McK Auto) on Hereford Rd. and welcome others that may do the same.

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

McKeown Family Trust

SIGNATURE(S):

Dennis McKeown by Deborah McKeown POA
Deborah McKeown

YOUR TAX PARCEL NUMBER:

10405002

(the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission and the Board of Supervisors. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than 5 PM on Thursday, December 5, 2019 to be included in the staff report to the Commission, and by Thursday, January 2, 2019 to be included in the staff report to the Board of Supervisors. You may also personally make a statement at the public hearing on December 11, 2019 for the Planning and Zoning Commission and January 7, 2020 for the Board of Supervisors. NOTE: Please do not ask the Commissioners or Board members to accept written comments or petitions at the meeting; your cooperation is greatly appreciated.

RETURN TO: Christine McLachlan, AICP, Planner II
Cochise County Planning Department
1415 Melody Lane, Building F
Bisbee, AZ 85603



Cochise County

Community Development

Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Board of Supervisors
FROM: Christine McLachlan, AICP, Planner II
FOR: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-19-07 & CP-19-02 (Hereford92) Agency Comments Summary
DATE: December 26, 2019 for the January 7, 2020 Meeting

AGENCY COMMENTS DOCKET Z-19-07 & CP-19-02 (Hereford92)

On Wednesday, November 6, 2019, the Development Review Team for the County was transmitted case information for their review. Reviewers were given until Friday, November 22, 2019 to respond and were notified that a failure to respond by that date would result in an automatic approval by their agency/Department. While most comments were received prior to the submission deadline a few were received afterwards. Consequently, this memo contains a few more comments than were attached to Planning and Zoning Commission Memo (meeting date December 7, 2019). The following is a summation of all the comments that were received by the date of this memo.

Cochise County, Floodplain: Proposing improvements on five lots, totaling 1.9 acres plus the alley will require a drainage analysis to demonstrate the proposed development on the rezoning, if passed, will not result in adverse impacts (increasing water surface elevations and increasing velocities) on adjacent parcels. Detention/retention requirements shall follow Arizona Department of Water Resources (ADWR) Standard 8-99. The building structures finished floors, electrical and mechanical equipment are required to be elevated one foot above the 100-yr water surface elevation determined by the drainage analysis.

If proposing retention basins, the dry wells will need to be registered with the Arizona Department of Water Resources (ADWR). A maintenance plan for the detention/retention basins shall be required.

If sound walls are proposed, they will need to be designed so that they do not divert, retard or obstruct stormwater flow.

A Stormwater Pollution Prevention Plan (SWPPP) will be required by Cochise County for the proposed improvements since the area is within Cochise County's Municipal Separate Storm Sewer System (MS4) area and more than one acre may be disturbed.

Cochise County ROW: No comments received.

Cochise County Engineering: this could potentially reduce the number of driveways/access points on Hereford Road, but a change of use from residential to commercial would also increase the volume of traffic accessing that particular area. The westernmost Hereford Road access point is a 20' wide alley and the other two are residential driveway aprons at 4770 E HEREFORD RD for parcel 104-10-090. Engineering will provide further comments once a site plan has been submitted.

Cochise County Building: No comments received.

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

Cochise County Attorney's Office: At this time, there are no comments from a legal perspective.

Cochise County Environmental Health: There exists the potential of not being able to use conventional septic systems on these parcels. This is primarily due to the size of the parcels and the need to have a primary and a secondary (reserve) leaching area delineated for each parcel, not necessarily the use of the parcel. Title 18, Chapter 9 of the AAC gives us alternatives to potentially make these lots work, but are usually much more expensive to install and maintain. Given that there are existing septic tanks on site, EH would prefer newer septic systems. To that end though, it might be prudent to have a condition that the lots be combined to make sure a conventional septic system with reserve area can fit.

Cochise County Sheriff's Office: No comments received.

Sulfur Springs Valley Electric Cooperative: SSVEC has no comments to submit for this rezoning request.

Southwest Gas: No comments received.

City of Sierra Vista: No comments received.

Arizona Department of Transportation: ADOT supports the zoning change, and sees no issues as long as the access along SR-92 remains the same. As with any new development or change in Land Use, the new owner will be required to submit an Encroachment Permit Application which may initiate the need for a Traffic Study.

Arizona Game and Fish: Due to the rural nature of the surrounding area, with wildlife habitat nearby, the Department offers the following general recommendation:

-Artificial lighting could impair the ability of nocturnal animals to navigate (e.g., owls, migratory birds, bats, and other nocturnal mammals), and may negatively affect reptile populations. The Department recommends using only the minimum amount of light needed for safety, especially in areas immediately adjacent to open space or undeveloped lands. Motion sensing lighting and narrow spectrum bulbs should be used as often as possible to lower the range of species affected by lighting. All lighting should be shielded, canted, or cut to ensure that light reaches only areas needing illumination.

National Resources Defense Council: No comments received.

Arizona Department of Environmental Quality: No comments received.

Arizona State Lands Trust: There is no State Trust land within a mile of this rezoning. ASLD has no objections.

Arizona Department of Water Resources: No comments received.

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2020
 FY20 Traffic Case Processing Funds Funding Agreement
Submitted By: Rita Shipley, Court Administration
Department: Court Administration

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

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

NAME of PRESENTER: Rita Shipley **TITLE of PRESENTER:** Budget and Finance Director

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. §28-3398

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 Fiscal Year 2020 Traffic Case Processing Funds funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2019 through June 30, 2020, in the amount of \$63,943 that includes \$25,000 matching funds from general fund and \$13,943 from local Judicial Collection Enforcement Funds.

Background:

This grant provides wages, employer related expenses, and operating expenses for 1.0 FTE Field Trainer position. The Field Trainer provides full-time, on-site business process training to the local superior, justice, and municipal courts in Cochise County.

Department's Next Steps (if approved):

Send signed documents to the AOC for processing of FY20 funding. Also submit budget amendment to Budget and interfund transfer to Finance for the required match.

Impact of NOT Approving/Alternatives:

No funding for the Field Trainer position.

To BOS Staff: Document Disposition/Follow-Up:

BOS approval only. No signature or additional documents/follow-up needed.

Budget Information

Information about available funds

Budgeted: <input checked="" type="checkbox"/>	Funds Available: <input checked="" type="checkbox"/>	Amount Available:
Unbudgeted: <input type="checkbox"/>	Funds NOT Available: <input type="checkbox"/>	Amendment: <input type="checkbox"/>

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[FY20 Funding Agreement](#)

[Grant Approval Form](#)

[Budget Amendment](#)

[Interfund Transfer](#)

Arizona Supreme Court
Administrative Office of the Courts

FUNDING AGREEMENT FOR TRAFFIC CASE PROCESSING FUNDS

Superior Court in Cochise County
Field Trainer
Fiscal Year 2020
GPT# 2002STCPF1

This Agreement is entered into by and between the Arizona Administrative Office of the Courts, herein referred to as "AOC," on behalf of the Arizona Supreme Court, and the Superior Court in Cochise County, herein referred to as "the Court," in accordance with A.R.S. § 28-493 which is incorporated herein by reference.

RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Traffic Case Processing Funds (TCPF) for Fiscal Year 2020, as set forth in Addenda A and B which are part of this Agreement.

TERMS AND CONDITIONS

1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2019 and shall remain in effect through June 30, 2020

2. MODIFICATION AND TERMINATION

This Agreement may be modified or terminated by the AOC if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) the Court's failure to implement or operate the approved plan; (d) the Court's non-compliance with this Agreement, or, (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this agreement.

3. FUND ACCOUNTING

Funds distributed to the Court shall be deposited in a Special Revenue Fund established for the execution of this Agreement pursuant to Administrative Order 91-19. Any interest earned on these monies while in the possession of the Court shall accrue to the fund and shall be accounted for separately. Interest earned on these monies cannot be spent without approval from the AOC. Funds disbursed to the Court for reimbursement of approved expenses do not have to be deposited into a Special Revenue account.

4. EXPENDITURES

a. **Distribution of Funds.** The AOC may retain all or any portion of the funds allocated to the Court for the performance of its approved plan and may authorize direct expenditures for the benefit of the Court. Set forth in Addendum A to this Agreement are the specific amounts to be retained by the AOC and to be disbursed to the Court. The AOC may periodically modify the distribution of funds contained in Addendum A based on its determination of the Court's need for and usage of Traffic Case Processing Funds.

b. **Reporting Requirements.** The Court shall submit a final status report to the AOC forty-five days after the end of the grant period ending June 30, 2020. It is especially important that we receive all status reports because the AOC uses that data for the JCEF funds report. It is critical that the expenditures of all JCEF funds are reported and include all benefits that have been realized, especially those measurable deliverables stated in the application and approval letter. The closing report will include a financial report along with any unexpended funds and interest in accordance with paragraph 4.C of this agreement and a detailed narrative report.

c. **Unexpended Funds.** Funds unencumbered as of June 30, 2020 and unexpended as of July 31, 2020, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Traffic Case Processing Fund no later than August 15, 2020. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge or appropriate Division/Department head if this agreement is between the AOC and an organization other than an Arizona court.

d. **Inappropriate Expenditures.** The Court shall expend funds only for the purposes and uses specified in the approved plan and budget. The Court agrees to reimburse the Traffic Case Processing Fund for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement.

Traffic Case Processing Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with Traffic Case Processing Funds shall be used solely for purposes in the approved plan unless written permission is received from the AOC.

e. **Budget Modifications.** The Court shall not shift funds from, to, or within budgeted categories without prior written authorization from the AOC. All budget modifications shall be in accordance with the current version of Section 5.03, AOC's Policies and Procedures Manual, entitled Budget Control, Budget Modification Policy, a copy of which can be obtained upon request.

f. **Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2020, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Traffic Case Processing Funds.

If termination is due to failure of the Court to comply with the approved plan the AOC may require return of equipment and supplies purchased with Traffic Case Processing Funds.

5. BOOKS AND RECORDS

a. **Financial Records and Examination.** The Court shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records and other documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. Court, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** The AOC plans to monitor and evaluate the Traffic Case Processing Fund Program to determine its effectiveness. As a condition of receipt of Traffic Case Processing Funds, the Court agrees to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. All records and documents relevant to this Agreement shall be retained by the Court and its subcontractors for a period of five (5) years after the final payment has been made. Authorized agents of the AOC shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

The Court further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Court shall comply with the Arizona Judiciary Policy on Access to Court Services by Persons with Disabilities as mandated by Administrative Order 92-32.

7. INVENTORY

The Court retains ownership of equipment purchased with funds received pursuant to this agreement, and shall maintain written inventory and property control policies and procedures. The Court may use its existing inventory system but must at a minimum maintain the information required by Supreme Court policies and procedures. See AOC's Policies and Procedures Manual, Section 5.06 for guidance.

The Court retains ownership of equipment purchased with funds received pursuant to this funding agreement.

8. USE, LOSS AND DISPOSITION OF EQUIPMENT

Equipment must be used as required by the approved plan for duration of this funding agreement, unless written permission is given by the Supreme Court. After this time, the equipment may be transferred upon approval of the presiding judge. The Court is responsible for any maintenance, loss or damage to the equipment and the Supreme Court makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Attachment C.

9. PERFORMANCE LIABILITY

Except as otherwise provided in law, in the performance of this Agreement and the Court's approved plan both parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party agrees to be solely responsible for the actions of its employees under this Agreement, and to indemnify and hold the other harmless for the actions of its own employees.

10. VACATION COMPENSATION

Where Full the Gap Funds are allocated for the compensation of full-time employees, the Court, at its option, may provide for the accrual and use of vacation time by such employees consistent with existing the Court policy. Full-time employees are defined as those who work a minimum of 40 hours per week for at least six consecutive months during the term of this Agreement.

Superior Court in Cochise County

By *James L. Conlogue*
Honorable James Conlogue
Presiding Judge, Superior Court in Cochise County

ARIZONA SUPREME COURT

By *Mike Baumstark*
Mike Baumstark, Deputy Director
Administrative Office of the Courts

ADDENDUM A

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
TRAFFIC CASE PROCESSING FUNDS**

GRANTEE: Superior Court In Cochise County

ADDENDUM DATE: December 5, 2019

BEGIN DATE: July 1, 2019

END DATE: June 30, 2020

NOTE: This addendum supersedes all previously dated addenda.

FUND SUMMARY:

Personnel	\$43,808.00
Employee-Related Expenses	\$15,315.00
Travel	\$1,520.00
Professional Services	\$0.00
Operating Expenses	\$2,000.00
Computer Equipment	\$1,500.00

TOTAL FUNDS: **\$63,943.00**

AMOUNT FROM OTHER SOURCES:

LOCAL JCEF	\$13,943.00
LOCAL MTFG	\$0.00
FTG (Fill the Gap)	
Other, Local Source (does not require AOC approval to expend)	\$25,000.00

TOTAL: **\$38,943.00**

AMOUNT TO BE DISBURSED TO COURTS ON OR ABOUT:

Upon receipt of signed funding agreement	\$12,500.00
On or about February 20, 2019	\$12,500.00

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: **\$25,000.00**

TOTAL AMOUNT APPROVED FOR EXPENDITURE: **\$38,943.00**

Signed:



Marcus Reinkensmeyer, Director, Court Services Division
Administrative Office of the Courts

Date:

12/9/19

Signed:



Honorable James Conlogue
Presiding Judge, Superior Court In Cochise County

Date:

12/12/19

ADDENDUM B

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
TRAFFIC CASE PROCESSING FUNDS**

GRANTEE: Superior Court in Cochise County

ADDENDUM DATE: December 5, 2019

BEGIN DATE: July 1, 2019

END DATE: June 30, 2020

NOTE: This addendum supersedes all previously dated addenda.

PERSONNEL COSTS:

<u>Employee Position</u>	<u>Hours Per Week</u>	<u>Length of Appointment</u>	<u>Hourly Salary</u>	<u>ERE %</u>	<u>Total Request</u>
Field Trainer	40	1 year			\$43,608.00

Subtotal Personnel Costs: \$43,608.00

EMPLOYEE RELATED EXPENSES:

<u>Employee Position</u>	<u>Total ERE</u>
Field Trainer	\$15,315.00

Subtotal Employee Related Expenses: \$15,315.00

PROFESSIONAL SERVICES

<u>Item:</u>	<u>Cost</u>
	\$0.00

Subtotal Professional Services Expenses: \$0.00

TRAVEL:

<u>Item:</u>	<u>Cost</u>
Travel and Training	\$1,520.00

Subtotal Travel Expenses: \$1,520.00

OPERATING EXPENSES:

<u>Item:</u>	<u>Cost</u>
Supplies, Copier Lease	\$2,000.00

Subtotal Operating Expenses: \$2,000.00

EQUIPMENT EXPENSES:

<u>Item:</u>	<u>Cost</u>
ACAP	\$1,500.00

Subtotal Equipment Expenses: \$1,500.00

TOTAL FY20 BUDGET: \$63,943.00

ATTACHMENT C

ARIZONA COURTS INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital equipment means any piece of property or a fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years.

Noncapital equipment means any piece of property or a fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city or school district with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU owns the equipment. The JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years, unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment, which is no longer needed or usable, shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU, the JDU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

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.

COCHISE COUNTY SUPERIOR COURT

REQUEST FOR BUDGET AMENDMENT

DATE: 1/8/2020

FY 19/20

DECREASE ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
169-0810-9-491.300	Contingency-Invest. Loss	2,500.00
Total		2,500.00
INCREASE ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
169-0810-9-550.000	Transfer to Other Funds	2,500.00
Total		2,500.00

EXPLANATION FOR SETUP:

Please adjust budget for required matching funds for the Traffic Case Processing Funds funding agreement.

REQUESTED BY:

Sent via e-mail by Rita Shipley,
432-8509

Budget & Finance Director

Approved by:

AUTHORIZATION:

COUNTY ADMINISTRATOR

_____ ADMINISTRATIVE	
_____ BUDGET AMENDMENT	
_____ FUNDS AVAILABLE FOR TRANSFER	

RESOLUTION

COCHISE COUNTY SUPERIOR COURT

REQUEST FOR INTERFUND TRANSFER

DATE: 1/8/2020

FY 19/20

Debit ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
301-0910-550.700	Transfer to Other Funds	1,066.00
302-0920-550.700	Transfer to Other Funds	1,810.00
303-0930-550.700	Transfer to Other Funds	1,463.00
304-0940-550.700	Transfer to Other Funds	1,609.00
305-0950-550.700	Transfer to Other Funds	4,729.00
306-0960-550.700	Transfer to Other Funds	766.00
169-0810-9-550.000	Transfer to Other Funds	2,500.00
100-0810-9-550.000	Transfer to Other Funds	25,000.00
		38,943.00
Credit ACCOUNT NO.	DESCRIPTION	WHOLE DOLLARS
562-0810-391.000	Interfund Transfer In	38,943.00
		38,943.00

EXPLANATION FOR TRANSFER:

FY20 Interfund transfer for Traffic Case Processing Funds/Field Trainer Grant matching funds.

REQUESTED BY:

Sent via e-mail by
Rita Shipley, 432-8509

Budget & Finance Director

AUTHORIZATION:

<input type="checkbox"/> ADMINISTRATIVE	
<input type="checkbox"/> BUDGET AMENDMENT	
<input type="checkbox"/> FUNDS AVAILABLE FOR TRANSFER	

RESOLUTION

**Action 9.
Elections**

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2020

Help America Vote Act (HAVA) funds in the amount of \$71,592.20 for election related expenses for the 2019/20/21 election years.

Submitted By: Lisa Marra, Elections

Department: Elections

Presentation: No A/V Presentation

Recommendation: Approve

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

NAME of PRESENTER: Lisa M. Marra

TITLE of PRESENTER: Elections Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve the entitlement distribution grant agreement from the Arizona Secretary of State's Office in the amount of \$ 71,592.20 for election related expenses covered under the Help America Vote Act

Background:

In 2018, Congress authorized funding for the 2018 HAVA Election Security grant pursuant to the Consolidated Appropriates Act, 2018 (Public Law 115-141). The State of Arizona was awarded \$7,463,675 with a state match share of \$373,184.

HAVA funds are specially dedicated by Congress for certain and specific election related expenses including security, upgrade or enhancement of voting equipment, audits, cybersecurity training, voter education, election official training, improving physical access of polling locations and improving technology. Cochise County has been a recipient of this funding source previously over many years and can maintain the specific reporting requirements as these are federal funds.

The Arizona Secretary of State, in communication with the counties, created a distribution chart based on the number of voters in each county. The amount dedicated to Cochise County is \$143,184.40 which is equally split between the Elections Dept and the Recorder's Office. There is no match required by the counties for this entitlement grant. This grant approval is for the portion dedicated to the Elections Dept.

The Elections Dept. will utilize this funding for equipment, supplies, security upgrades and training over the next 2 years. This grant will not provide for personnel or existing operating expenses. Election Supplies \$12,000, Security \$30,000, Computers/Printers \$17,000, Office Equipment \$3,000, Training \$9,592.20

Department's Next Steps (if approved):

Set up the fund lines with Finance. Purchase the items approved in the grant. Submit the required reports to the Secretary of State and monitor the funding.

Impact of NOT Approving/Alternatives:

If this Grant Agreement is not approved, the County will lose the dedicated entitlement funding to the Elections Department. The items and services provided by this grant must be performed and if the grant is not accepted, the Elections Dept will need to increase their budget in the amount of \$71, 592.20 from the County General Fund.

To BOS Staff: Document Disposition/Follow-Up:

Provided for signatures if required by AZSOS. The funds are to be direct deposited to the County prior to 12/31/19,

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

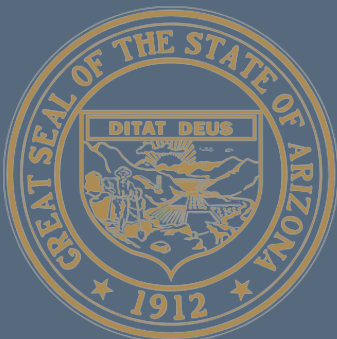
[Hava Grant Guidelines](#)

[HAVA Application](#)

2018 HAVA

Election Security Grant

Arizona Sub-Grant Guidelines



KATIE HOBBS
SECRETARY OF STATE

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What is the 2018 HAVA Election Security Grant?

In 2018, Congress authorized funding for the 2018 HAVA Election Security grant, pursuant to the Consolidated Appropriations Act, 2018 (Public Law 115-141). The State of Arizona was awarded \$7,463,675 with a state match share of \$373,184.

Important Dates

March 23, 2018	2018 HAVA Election Security Grant project period begins
April 17, 2018	Notice of Grant Award received by SOS
June 18, 2019	Joint Legislative Budget Committee (JLBC) approved SOS FY20 spending
March 23, 2020	Deadline to meet State's obligation to match funds
June 30, 2020	Deadline to distribute sub-grants for FY20
March 22, 2023	2018 HAVA Election Security Grant project period ends

Useful Links

2018 HAVA Election Security Grant Award Packet:

[https://www.eac.gov/assets/1/6/HAVA Election Security Final Award Packet 041718.pdf](https://www.eac.gov/assets/1/6/HAVA_Election_Security_Final_Award_Packet_041718.pdf)

Congressional Intent Regarding 2018 HAVA Election Security Grant:

https://www.eac.gov/assets/1/6/2018_HAVA_Funds_background.pdf

EAC Website: <https://www.eac.gov/>

EAC's Frequently Asked Questions (FAQS):

<https://www.eac.gov/payments-and-grants/frequently-asked-questions-for-grants/>

Help America Vote Act:

https://www.justice.gov/sites/default/files/crt/legacy/2010/12/15/pl252_107.pdf

Allowable and Unallowable Costs

Pursuant to Congressional intent under the Consolidated Appropriations Act, 2018 (Public Law 115-141), Counties **may expend** grant funds to do any of the following:

- Replace voting equipment that only records a voter's intent electronically with equipment that utilizes a voter verified paper record;
- Implement a post-election audit system that provides a high level of confidence in the accuracy of the final vote tally;
- Upgrade election-related computer systems to address cyber vulnerabilities identified through Department of Homeland Security, or similar scans or assessments of, existing election systems¹;
- Facilitate cybersecurity training for the state chief election official's office and local election officials;
- Implement established cybersecurity best practices for election systems;
- Fund other activities that will improve the security of elections for Federal office.

Counties **may also expend funds**, pursuant to Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) by:

- Complying with the requirements under [title III](#);
- Improving the administration of elections for Federal office;
- Educating voters concerning voting procedures, voting rights, and voting technology;
- Training election officials, poll workers, and election volunteers;
- [Developing the State plan for requirements payments to be submitted under part 1 of subtitle D of title II](#);
- Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes;
- Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing nonvisual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language;
- Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.

Counties **may not expend** funds:

- On projects that do not meet federal HAVA or state sub-recipient guidelines;
- On projects not approved by the SOS; or

¹ Use of a cyber security assessment method that is reviewed and signed off on by the Secretary of State's Information Security Officer would be preferred and accepted.

- To pay for general operating expenses.

Review Criteria

The 2018 HAVA sub-grant applications will be evaluated based on the following criteria:

- What is the project's intent and expected result?
- Does the project fall within at least one category of the federal HAVA expenditure guidelines?
- Does the County's project address election technology and/or election security needs? If not, does it enhance and/or improve elections in general?
- How does the County's project benefit voters in Federal elections?
- Was a clear and comprehensive explanation and plan for the project provided?

For security fortification sub-grant applications, there is additional criteria to evaluate based on the following:

- Has an election cybersecurity assessment been completed?
- Was the assessment method reviewed and signed off on by the Secretary of State's Information Security Officer?

Reporting and Monitoring Requirements

The SOS wants to ensure the State remains compliant with all federal and state laws regarding the 2018 HAVA Election Security Grant award. The SOS must submit annual financial reports to the Election Assistance Commission (EAC) until all awarded grant funds are expended. Due to potential federal audits, the SOS will require County sub-grant recipients to provide the following:

- Invoices and payment receipts for any purchases within 30 days of purchase.
- Quarterly reports if funds are not fully expended within 30 days.
 - The quarterly report must provide interest earned, the amount spent and current balance, at minimum.

Sub-Grant Administration Guidelines

Grant Guidance

The 2018 HAVA Election Security Grant funds were funded by the federal government to the State of Arizona. The SOS's Office will award sub-grants, in which sub-grant recipients must follow all federal HAVA laws and any state applicable laws relating to grants.

Timeframe to Request Funds

Funds may be requested between August 9, 2019 and June 30, 2020 for FY20. The SOS must seek approval from JLBC to appropriate any remaining funds for FY21.

Interest on Grant Funds

If funds are not expended within 30 days of receipt of the funds, the funds must be placed into an interest-bearing account. If any interest is earned and not spent on the SOS approved project, the interest must be returned to the SOS within 6 months of receiving the initial funds.

Security Fortification

JLBC approved a portion of the 2018 HAVA Election Security Grant funds for security fortification. Counties must complete an election cybersecurity assessment using a method that is signed off on by the Secretary of State's Information Security Officer in order to request this funding. After completion of the assessment, Counties may apply to the SOS for HAVA funding from the security fortification line item to implement remediation measures based on the assessment results.

Equipment Inventory Requirements

Sub-grant recipients must maintain inventory records of all property purchased with grant funds. Disposition of this property shall be in accordance with [2 CFR § 200.313](#).

Record Retention

Record retention is subject to [2 CFR §215.53](#).

Chart of Distribution Amounts to Each County

County	Base Minimum	Active Voters	Tier Level	Per Voter**	Total Amount Per Voter**	Total Amount to Counties**
Apache	\$100,000.00	50,320	2	\$0.60	\$30,192.00	\$130,192.00
Cochise	\$100,000.00	71,974	2	\$0.60	\$43,184.40	\$143,184.40
Coconino	\$100,000.00	84,308	2	\$0.60	\$50,584.80	\$150,584.80
Gila	\$100,000.00	30,092	1	\$0.75	\$22,569.00	\$122,569.00
Graham	\$100,000.00	18,273	1	\$0.75	\$13,704.75	\$113,704.75
Greenlee	\$100,000.00	4,609	1	\$0.75	\$3,456.75	\$103,456.75
La Paz	\$100,000.00	10,338	1	\$1.00	\$10,338.00	\$110,338.00
Maricopa	\$100,000.00	2,292,072	5	\$0.11	\$252,127.92	\$352,127.92
Mohave	\$100,000.00	119,168	3	\$0.50	\$59,584.00	\$159,584.00
Navajo	\$100,000.00	64,489	2	\$0.60	\$38,693.40	\$138,693.40
Pima	\$100,000.00	559,394	4	\$0.27	\$151,036.38	\$251,036.38
Pinal	\$100,000.00	206,164	3	\$0.50	\$103,082.00	\$203,082.00
Santa Cruz	\$100,000.00	28,784	1	\$0.75	\$21,588.00	\$121,588.00
Yavapai	\$100,000.00	143,337	3	\$0.50	\$71,668.50	\$171,668.50
Yuma	\$100,000.00	90,694	2	\$0.60	\$54,416.40	\$154,416.40
Totals	\$1,500,000.00	3,774,016			\$926,226.30	\$2,426,226.30

	Active Voters	Per Voter**
Tier 1	1 - 50,000	0.75
Tier 2	50,001 - 100,000	0.6
Tier 3	100,001 - 500,000	0.5
Tier 4	500,001 - 1,000,000	0.27
Tier 5	1,000,001+	0.11

2018 HAVA ELECTION SECURITY SUB-GRANT APPLICATION



KATIE HOBBS
SECRETARY OF STATE

General Information Section:

County Name: _____

County Recorder's Name: _____

Work Address: _____

Direct Telephone Number: _____

Direct Email: _____

County Elections Director's Name: _____

Work Address: _____

Direct Telephone Number: _____

Direct Email: _____

Secondary Information Section (County Contact for Sub-Grant Related Questions):

County Employee's Name: _____

Direct Telephone Number: _____

Direct Email: _____

Project Activities, Intent, and Goals

What item(s)/service(s) is the ~~County Recorder's~~ / Elections Director's Office purchasing with the awarded funds?

What is the project's projected cost?

What is the projected expenditure date?

What is the project's intent and expected result?

How does the project fall into at least one category of the federal HAVA expenditure guidelines? Please specifically state which category.

Please explain how this project will enhance election technology or make election security improvements. If the project will not enhance election technology or security, please explain how this project will enhance or improve elections?

How will this project benefit registered voters in Federal Elections?

Please describe in detail a clear and comprehensive plan for your requested project.

Will you request security fortification funds? If so, has an election cybersecurity assessment been completed and was the assessment method reviewed and signed off on by the Secretary of State's Information Security Officer?

If your project is not approved, please provide a detailed explanation on how this may affect your County.

Please submit the completed application to Renada Fisher at rfisher@azsos.gov.