Cochise County
Board of Supervisors

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

THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

KIM LEMONS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
Tuesday, February 11, 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.

PRESENTATION

Presentation by Ken Drozd with the National Weather Service in Tucson formally recognizing Cochise County as a Storm Ready Community.

Presentation by County Attorney's Office on Legal Statistics and Trends for calendar year 2019.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 28, 2020

2. Approve Community Enhancement Fund expenditures for Districts 2 and 3; District 2: Saginaw Neighborhood Clean-Up Project; and District 3: Two Projects for Willcox Americorp, One for Bellflower Ranch, Willcox; and One for Benson Chamber Welcome Home.

3. Approve a letter of support to Representative Kilpatrick in strong support of her efforts to encourage the Department of Homeland Security (DHS) to engage with State and local agencies, as well as the general public, with regards to border barrier construction projects in Cochise County.

4. Approve Amendment 1 to the committee appointments for members of the Board of Supervisors and executive staff for the 2019-20 Fiscal Year and approve continuing annual memberships for 2019-20, with payment of associated dues as described herein.

County Sheriff

5. Approve Agreement #18-LE-11030500-003 between the USDA Forest Service and the Sheriff's Office, in the amount of $10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest, effective January 1, 2020, through December 31, 2020.

Elections

6. Approve the appointment of two Democrat Precinct Committeemen and two Republican Precinct Committeemen by recommendation of their Cochise County Party Chairmen, to serve through the October 1, 2020 term, and approve the resignation of 1 Republican Precinct Committeeman.

Emergency Services

7. Approve sub-recipient agreement with the Arizona State Department of Homeland Security to accept $9,785 in re-allocated FY18 grant funds for use with the FY19 Countywide Technical Rescue Equipment Grant.

Finance

8. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Board of Supervisors

9. Approve a Series #12 (Restaurant) new Liquor License application submitted by Mr. Christopher Charles Bourlier, for Outside Inn, located at 4907 S. Highway 92, Sierra Vista, AZ 85635.

10. Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Mr. Ralphael Sean Piche, for Family Dollar Store #25918, located at 4155 State Highway 92, Sierra Vista, AZ 85650.

ACTION

Court Administration

11. Approve a 5 year contract with Dr. Sloan R King, PhD, LLC for Restoration to Competency Services, in the amount of $15,000 per case, effective February 11, 2020.

Facilities

12. Approve a 5 year contract with A&R Fire Protection LLC for the Maintenance of Fire Systems throughout Cochise County, in the amount of $300,000 ($60,000 per year), effective February 11, 2020.

Procurement

13. Approve a 5 year contract with IronHawk Elevator LLC for the Inspection and Maintenance of the elevators throughout Cochise County, in the amount of $86,070 ($68,220 per year plus $17,850 one time cost for five-year full load test), effective February 11, 2020.

STATE & FEDERAL LEGISLATION

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

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

Presentations / Special Events

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

Meeting Date: 02/11/2020

Storm Ready Certification Presentation

Submitted By: Gabriel Lavine, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

NAME of PRESENTER:	Ken Drozd	**TITLE of PRESENTER:**	Senior Warning Coordinator
ORGANIZATION NAME of PRESENTER:	National Weather Service - Tucson		

Information

Agenda Item Text:

Presentation by Ken Drozd with the National Weather Service in Tucson formally recognizing Cochise County as a Storm Ready Community.

Background:

The County Office of Emergency Services pursued Storm Ready Certification as a national recognized preparedness metric for weather events. All requirements have been meet. Please see attached letter for additional information.

To BOS Staff: Document Disposition/Follow-Up:

None required.

Attachments

Certification Letter

U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL WEATHER SERVICE

520 N. Park Ave. Suite 304
Tucson, Arizona 85719

January 13, 2020

Gabriel Lavine
Emergency Management Director
Cochise County Office of Emergency Services
1415 Melody Lane, Building A
Bisbee, AZ 85603

Dear Mr. Lavine:

Congratulations! This letter is to inform you that the National Weather Service (NWS) has recognized Cochise County as a *StormReady* community. Cochise County administration, Emergency Services, SEACOM, and everyone else involved in the compliance process have every reason to be proud of this accomplishment. Earning your *StormReady* recognition indicates that Cochise County has done everything possible to improve emergency first responder and citizen preparedness in the event of a natural disaster. The county's improved communications infrastructure and increased level of severe weather awareness will no doubt minimize the loss of life and/or property in the future.

Thank you for helping us to complete the *StormReady* checklist and for reviewing Cochise County's application. I have notified the Arizona State Emergency Management, NWS Headquarters in Washington D.C., and the NWS Regional Office in Salt Lake City, Utah of your accomplishments. I have one (1) *StormReady* sign for your use. Attached are instructions on how to obtain additional signs at your expense. You may now wish to notify the National Flood Insurance Program representative from FEMA Region IX for consideration to obtain 25 Community Rating System (CRS) points, which may lower your NFIP flood insurance premiums. For FEMA representative contact information see: fema.gov/national-flood-insurance-program-bureau-statistical-agent-regional-support-offices

The *StormReady* designation is valid for a period of three years from the date of this letter. After this time, you must renew through your local NWS office's Warning Coordination Meteorologist. Please visit our national *StormReady* Web site at weather.gov/stormready to see Cochise County on our national map of recognized communities. If there are any questions, please feel free to call me at 670-5156. Once again, congratulations on your accomplishment!

Sincerely,

Marc J. Singer
NWS Tucson, Arizona
Meteorologist in Charge

Attachment

cc: Ken Drozd- NWS Tucson Warning Coordination Meteorologist

Printed on Recycled Paper

Presentations / Special Events

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

Meeting Date: 02/11/2020

Legal Presentation

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint

NAME of PRESENTER:	Christine Roberts	**TITLE of PRESENTER:**	Senior Civil Deputy County Attorney
ORGANIZATION NAME of PRESENTER:			

Information

Agenda Item Text:

Presentation by County Attorney's Office on Legal Statistics and Trends for calendar year 2019.

Background:

The County Attorney's Office presents this information on an annual basis.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

Presentation

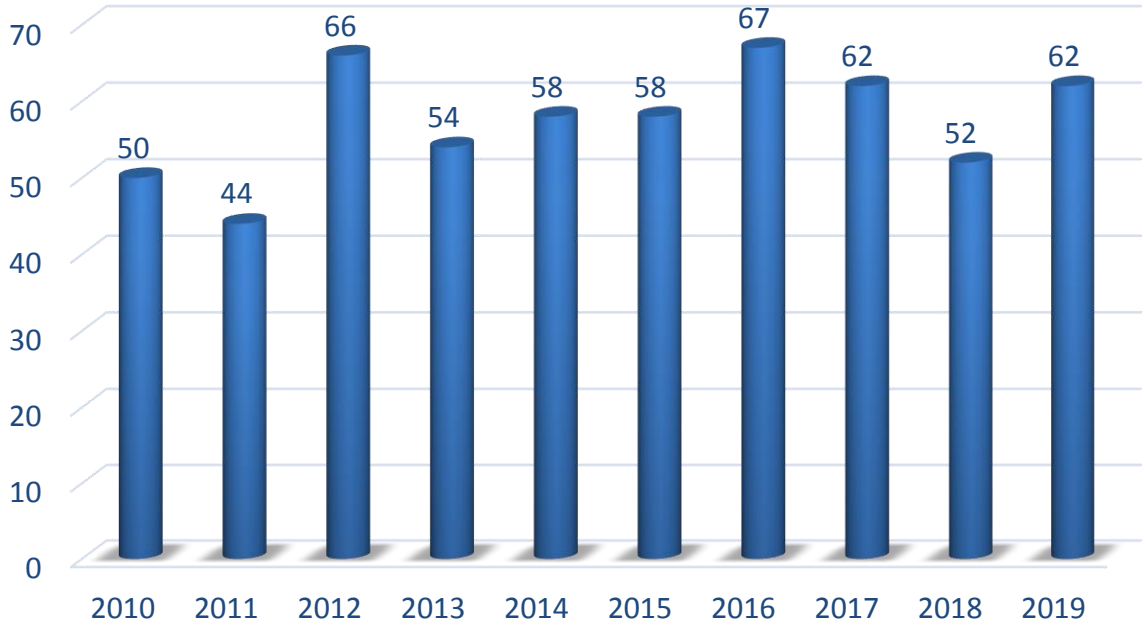
COCHISE COUNTY

Legal Stats & Trends

Christine Roberts, Civil Deputy County Attorney
Catherine Barney, Chief Paralegal

Public Programs…Personal Service

Adoptions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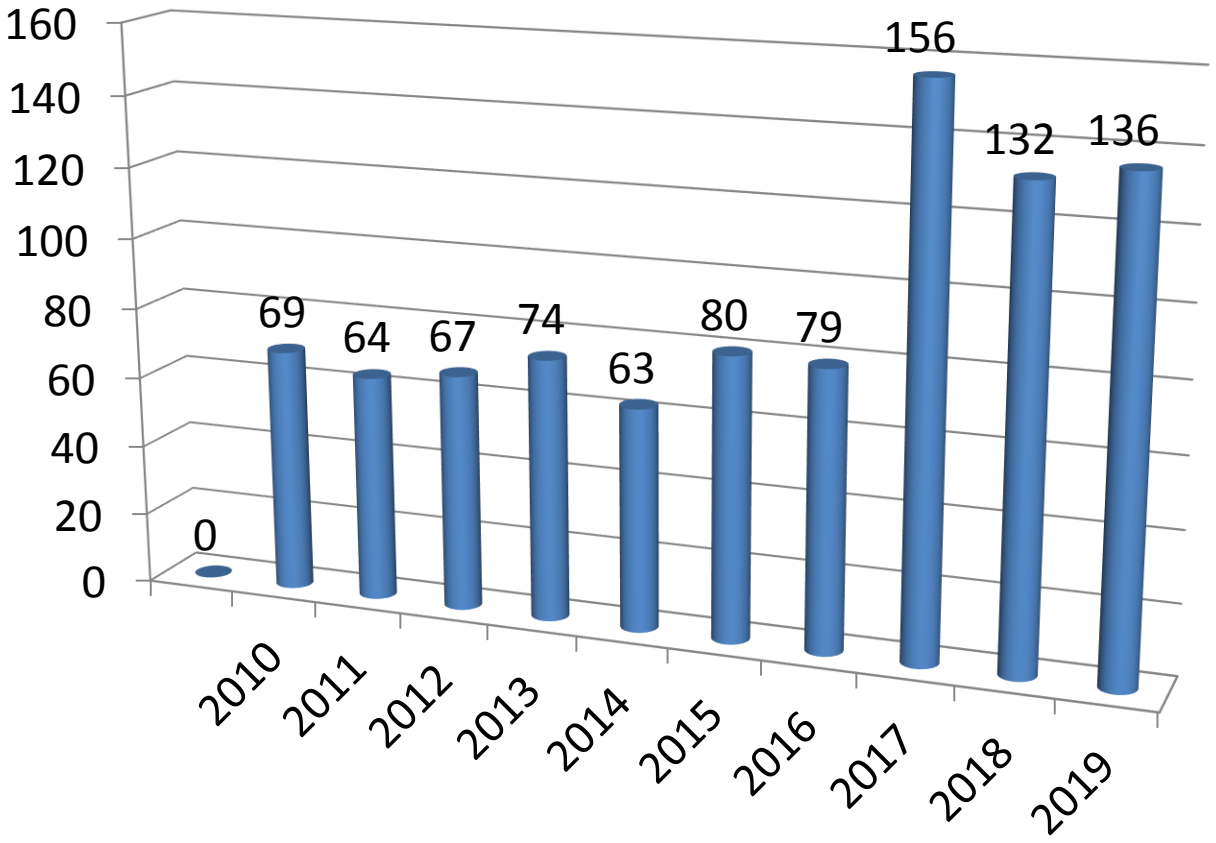
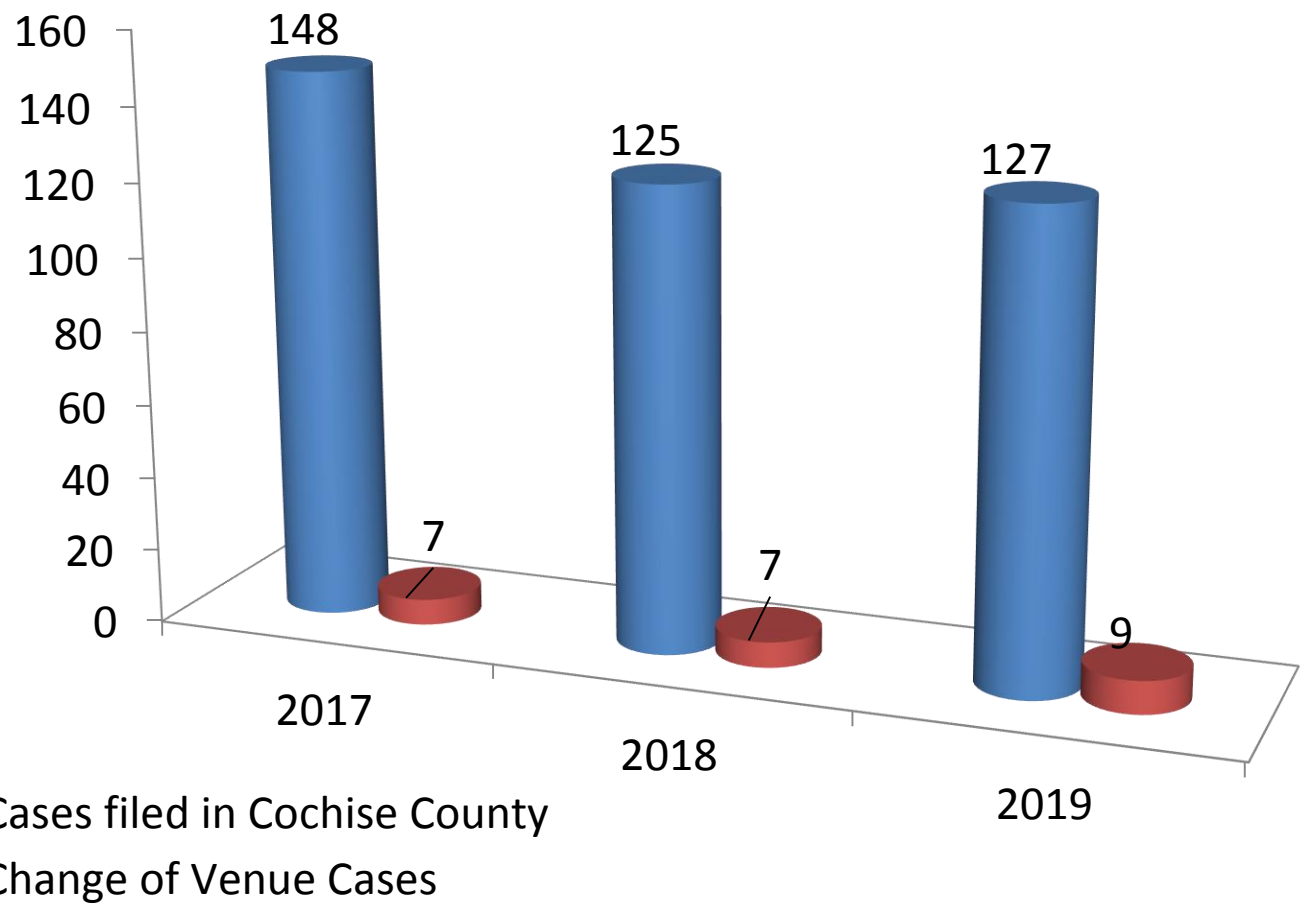
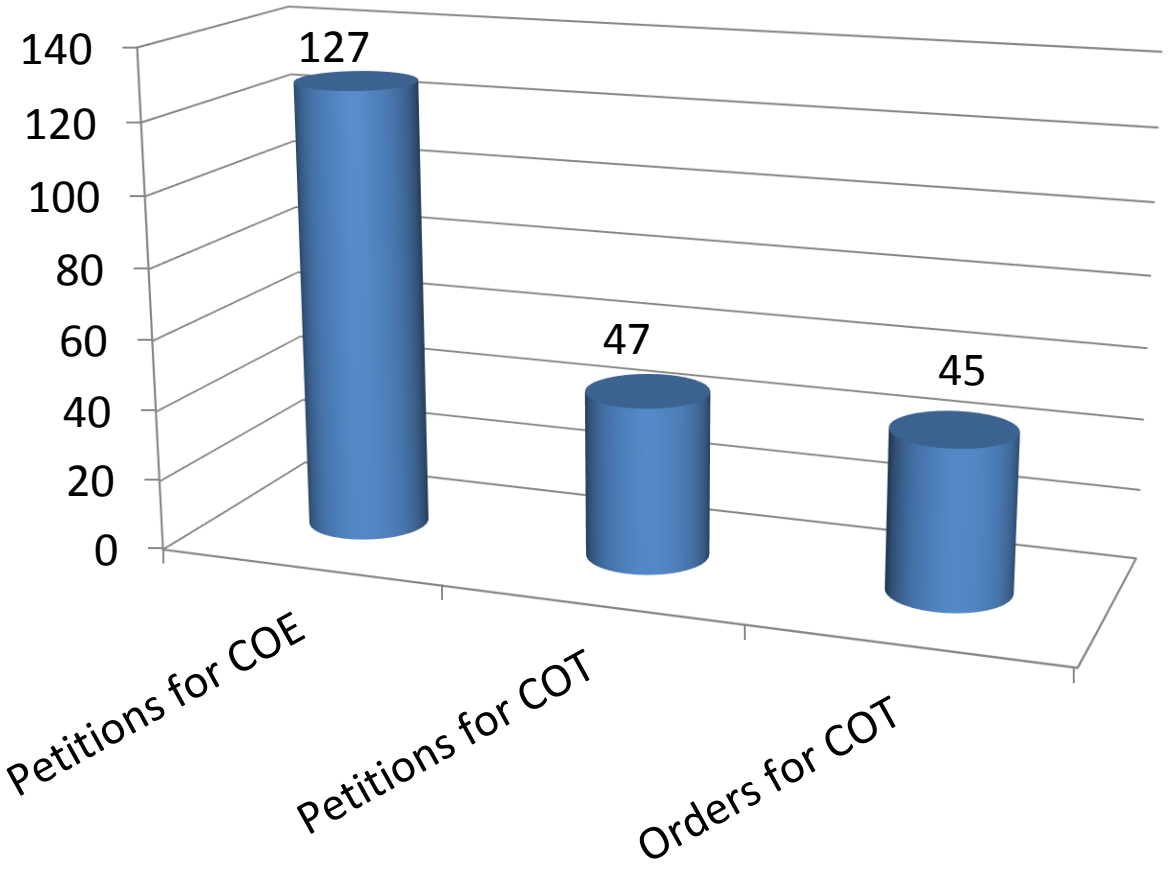
Mental Health Commitments (Title 36) Total Cases



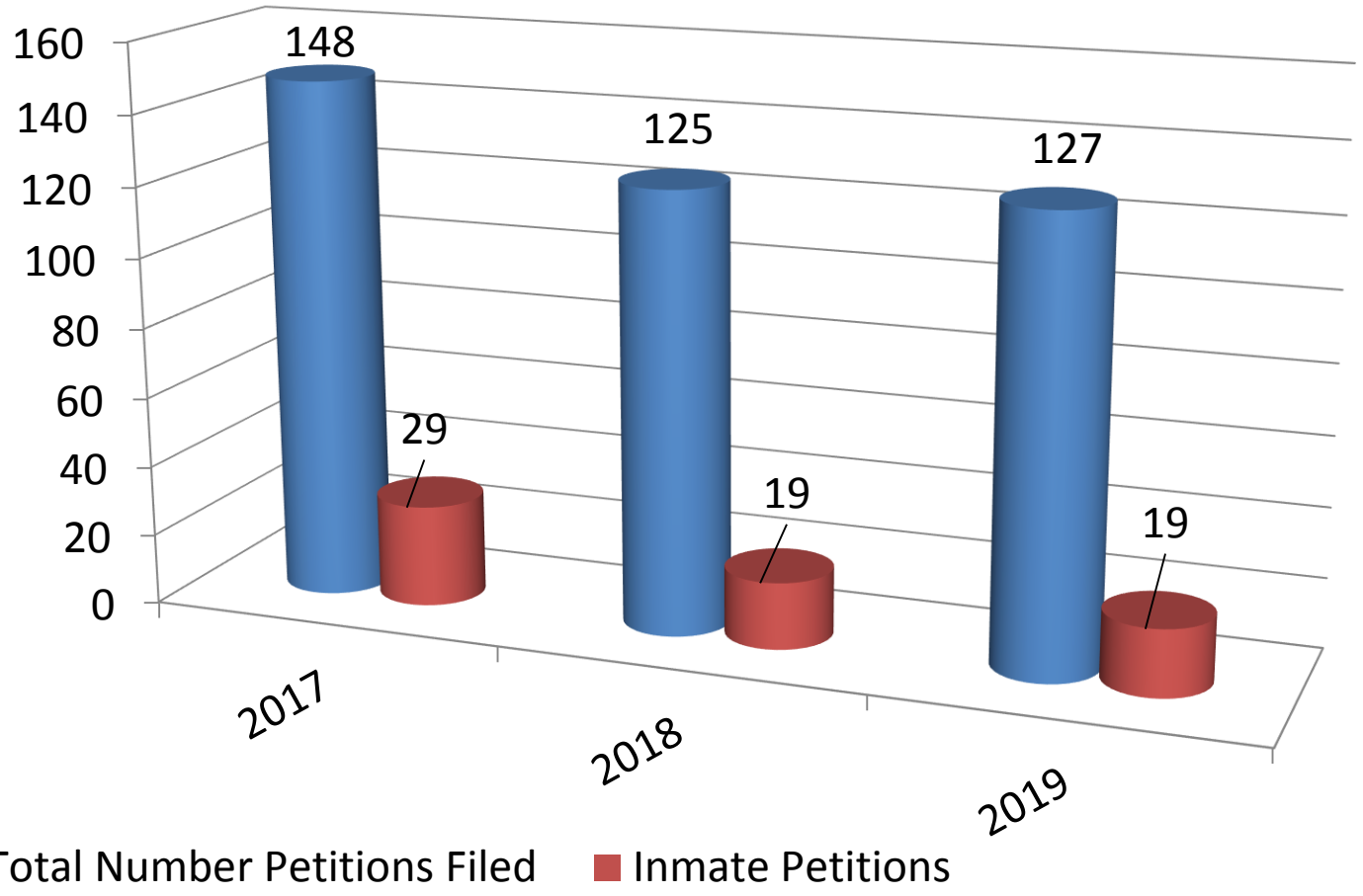
Mental Health Commitments (Title 36) Cases



Mental Health Petitions Filed

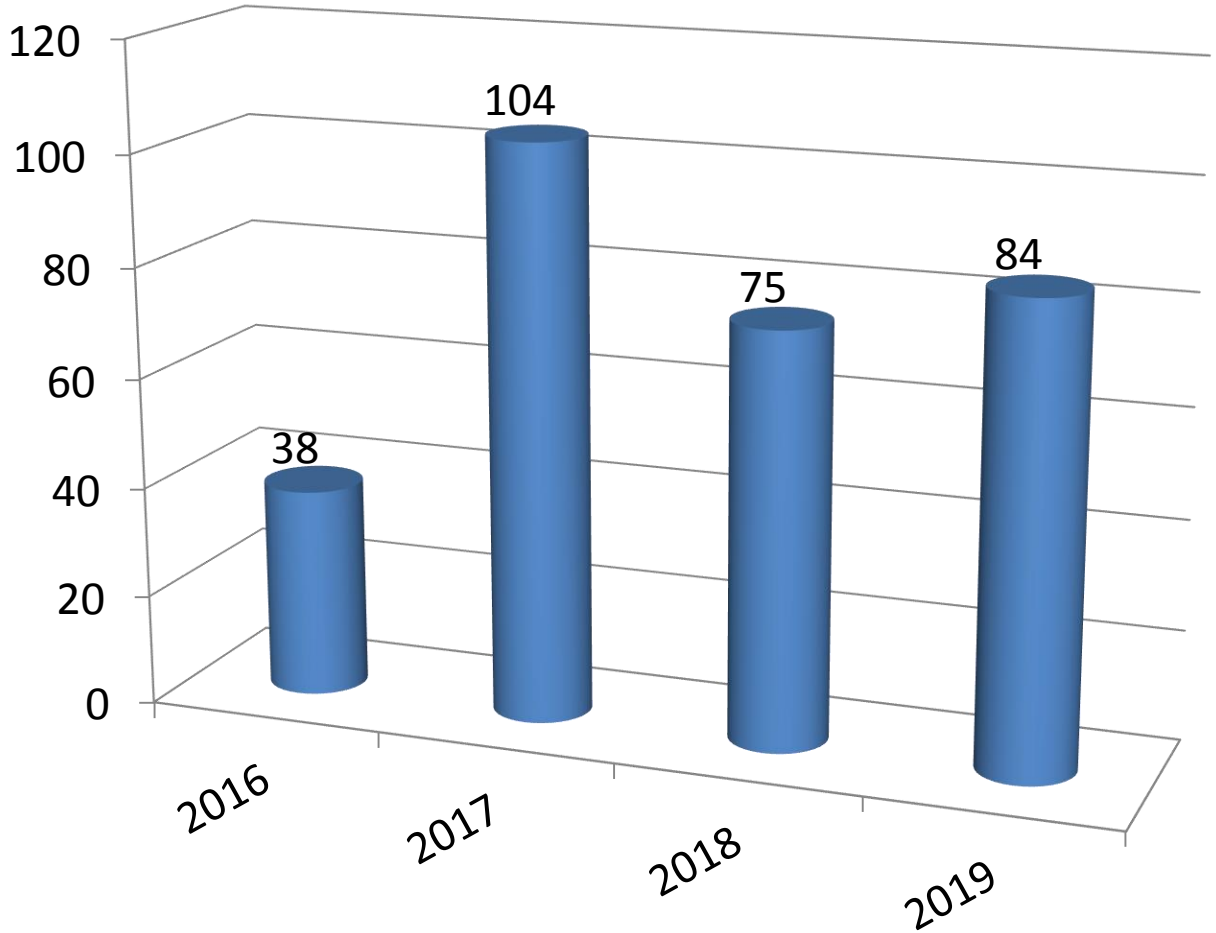


Mental Health Petitions Filed on Inmate Patients

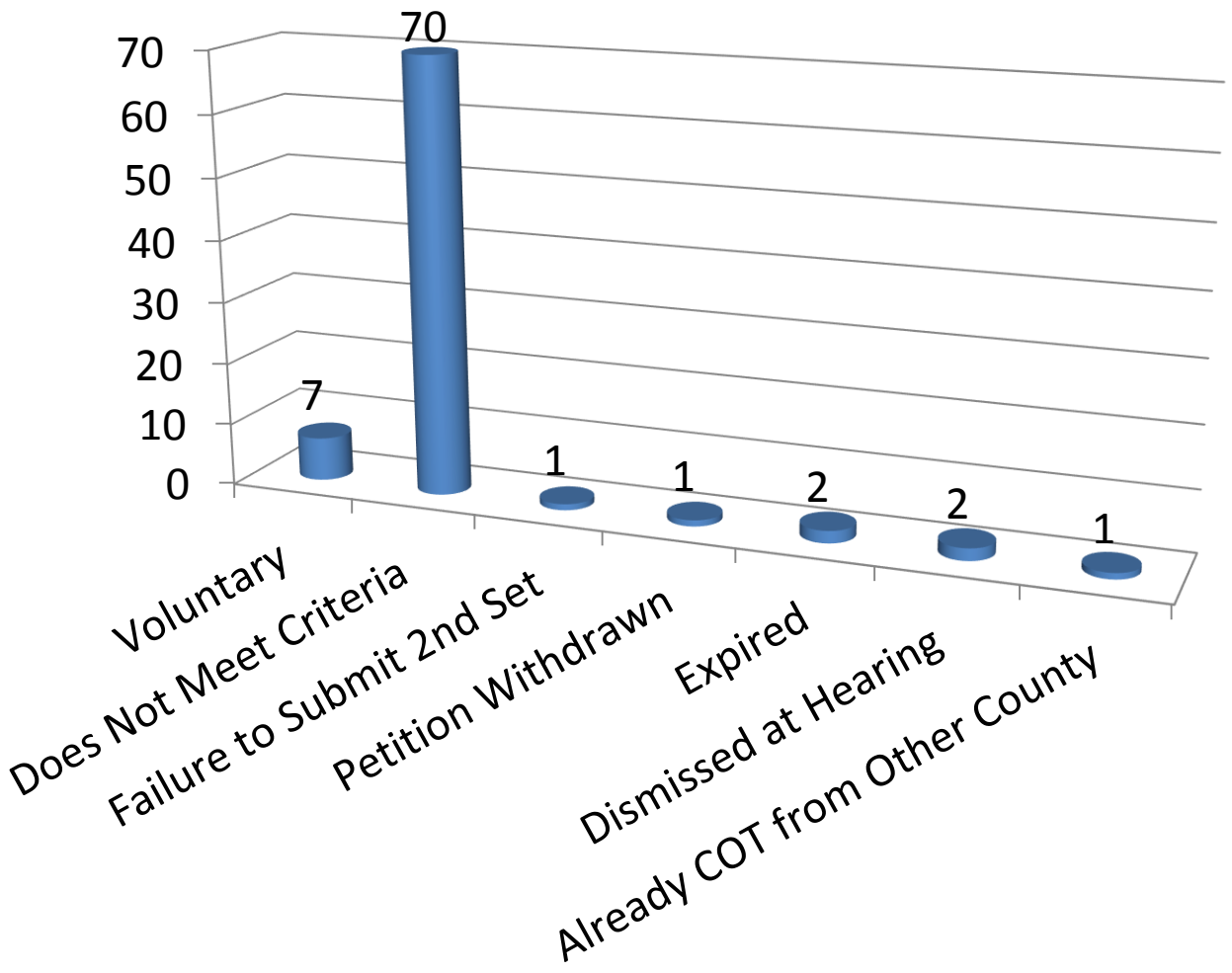


COCHISE COUNTY

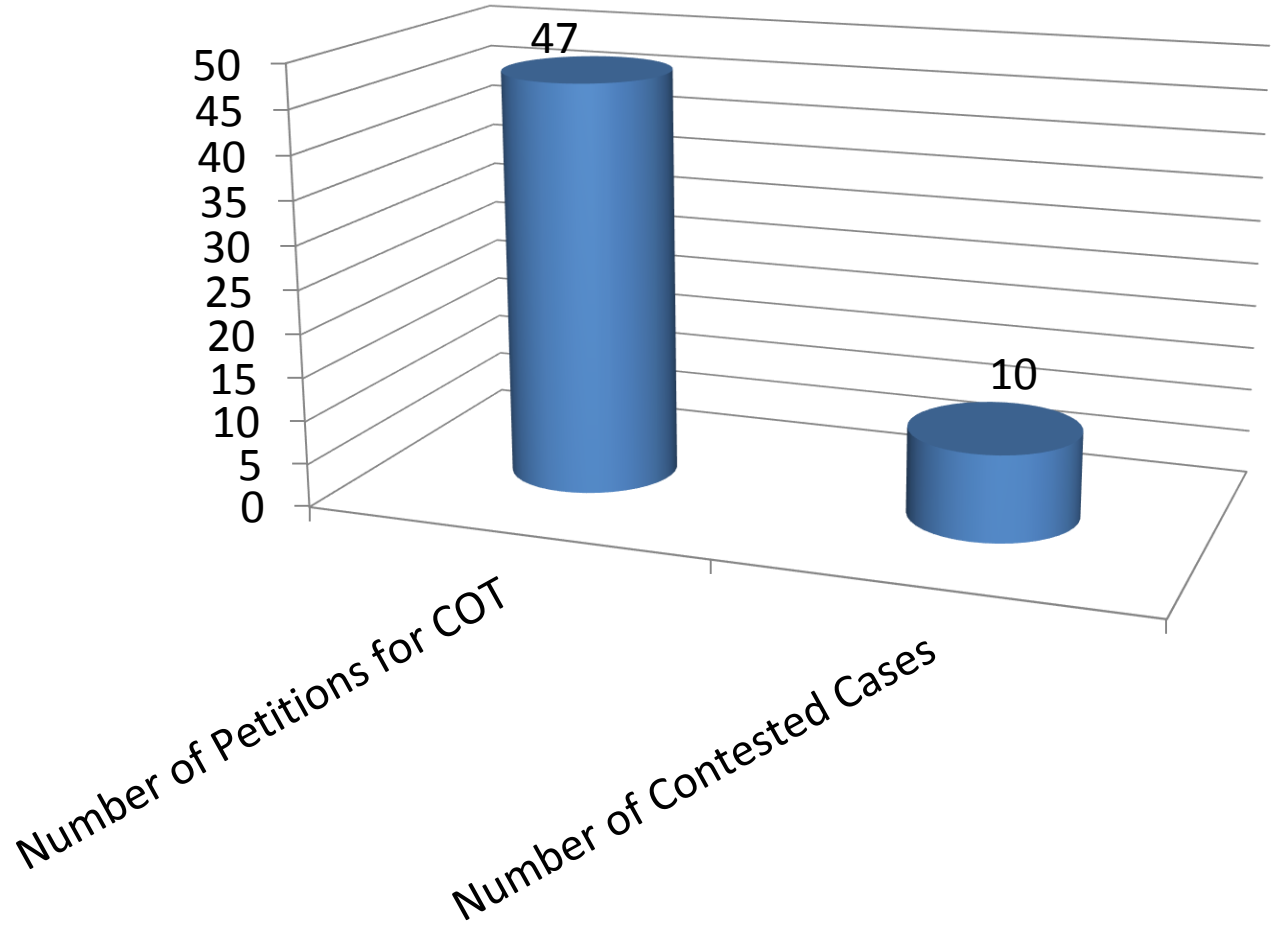
Mental Health
Total Dismissals



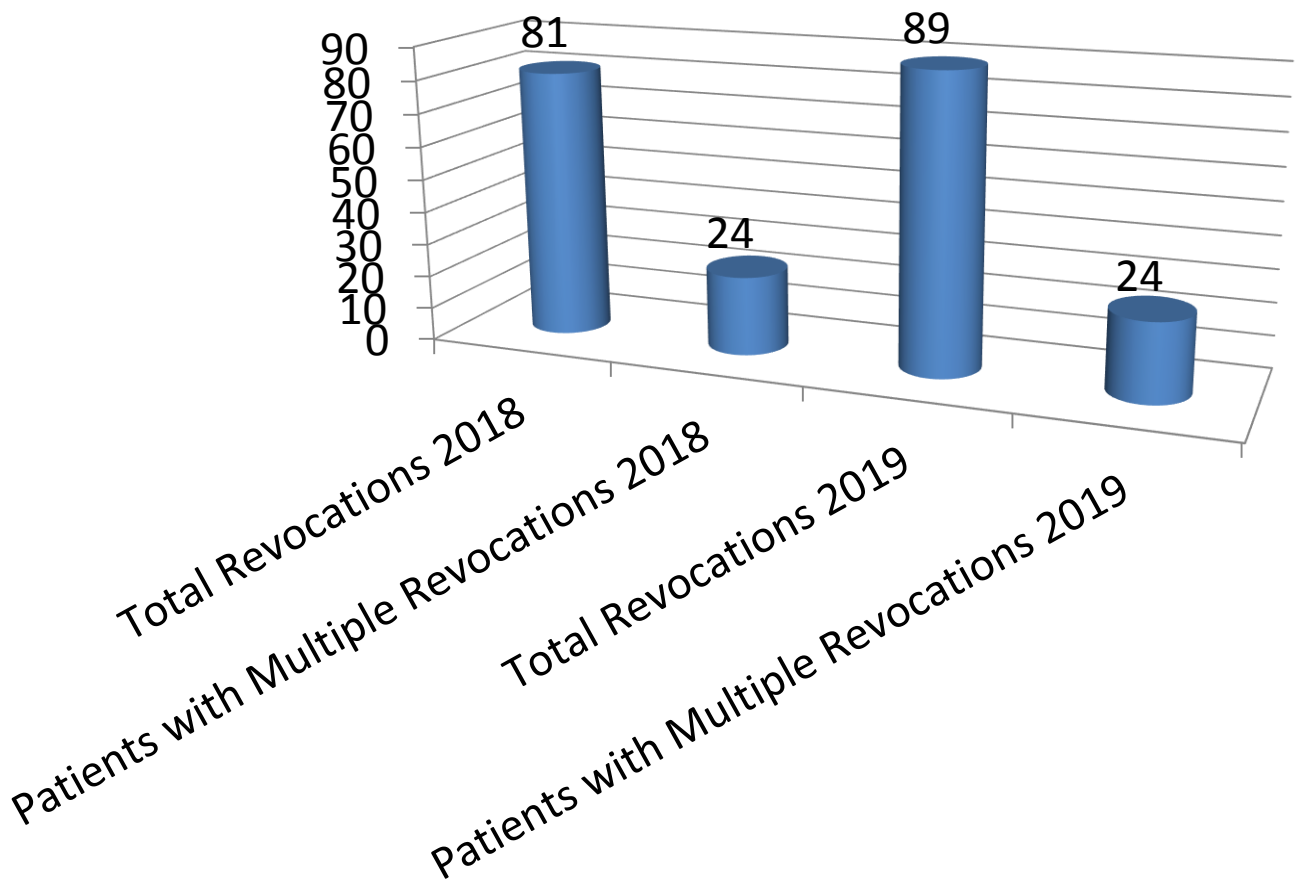
Mental Health Dismissals



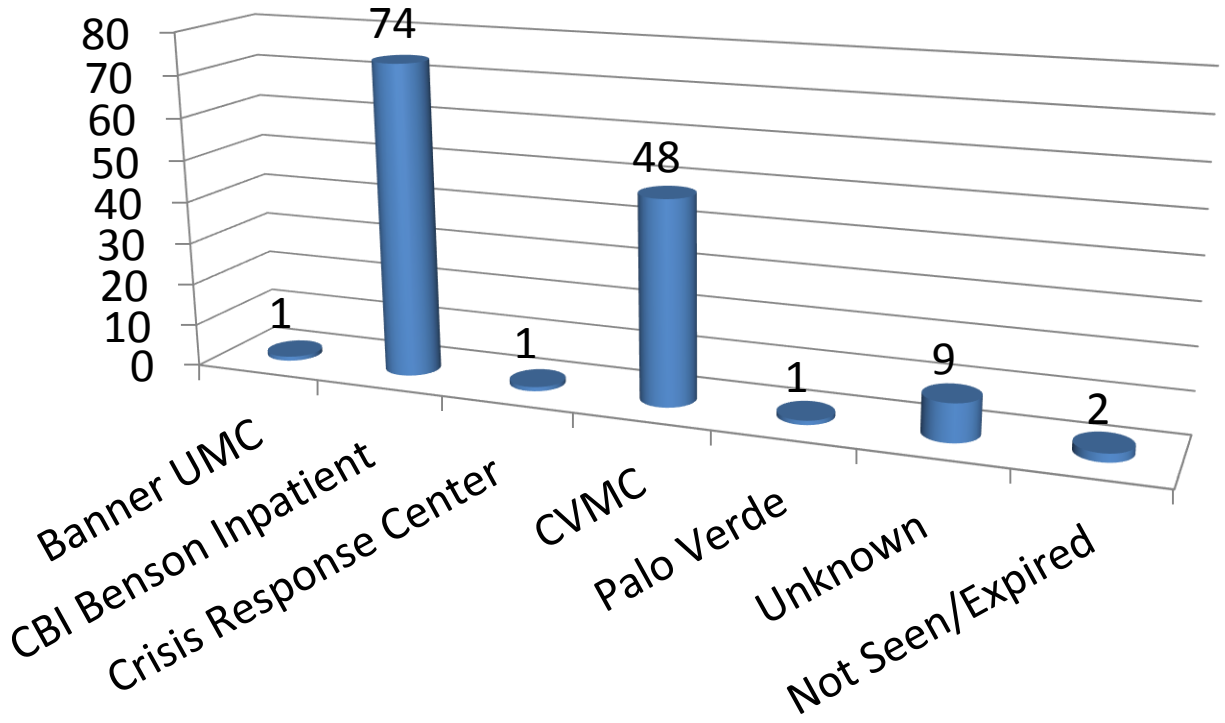
Mental Health Contested Hearings



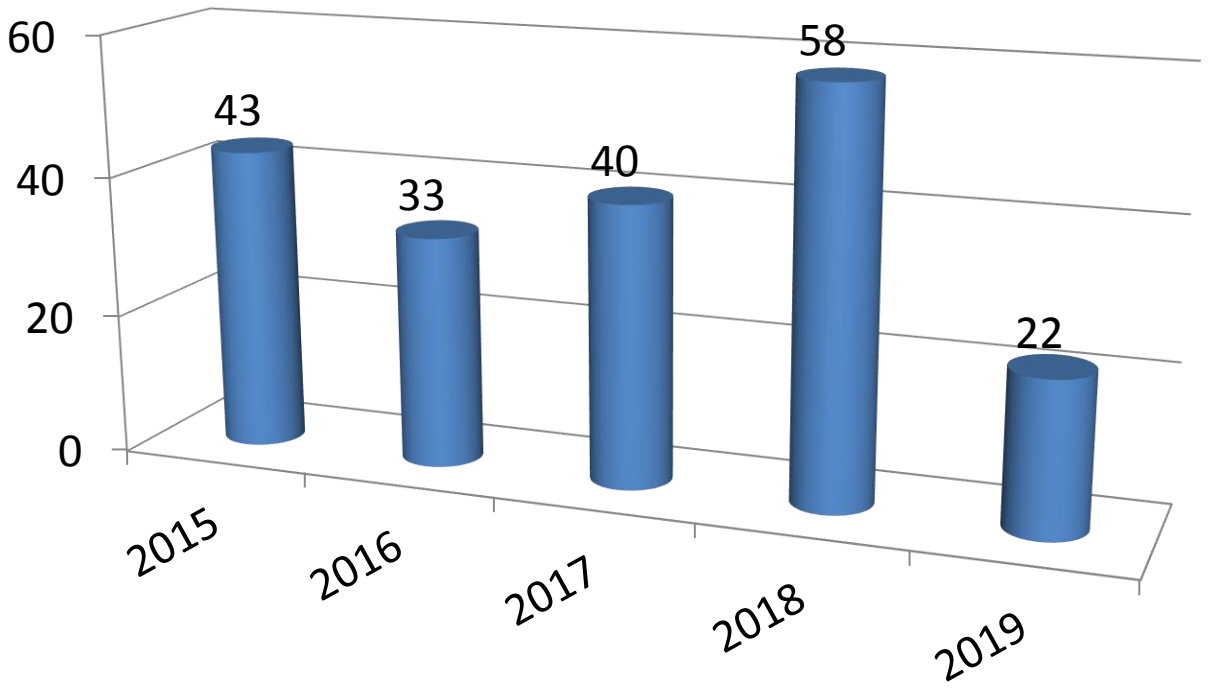
Mental Health Revocations



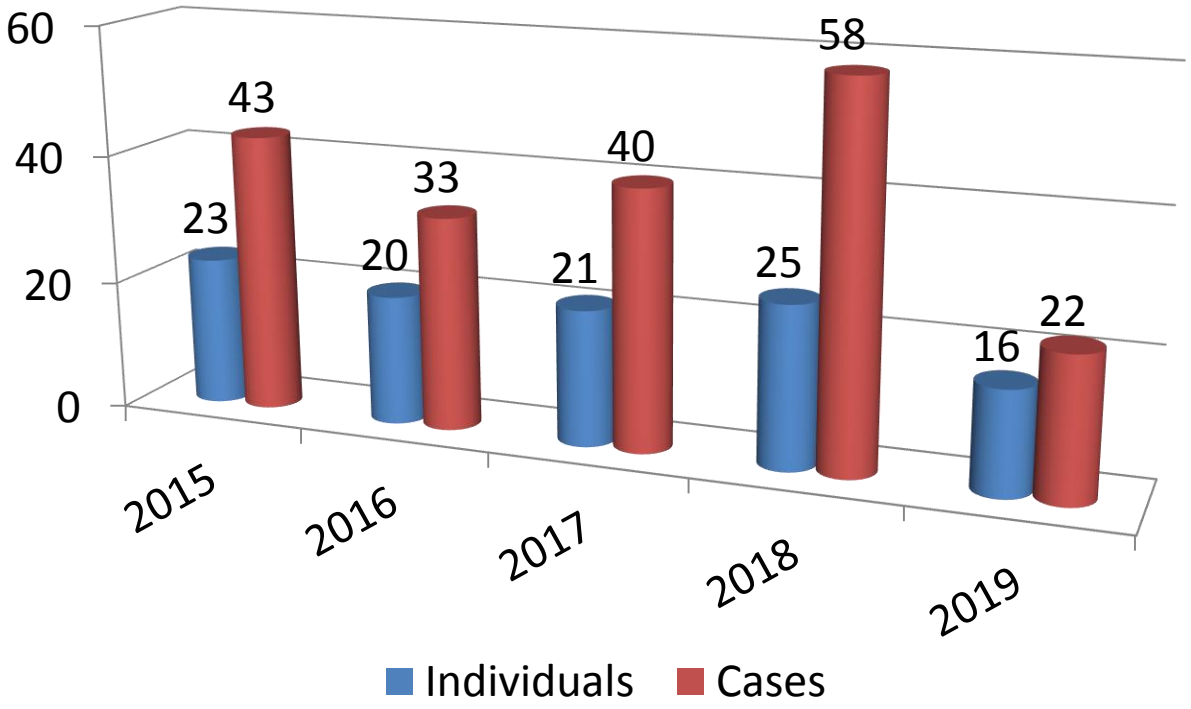
Mental Health Facilities



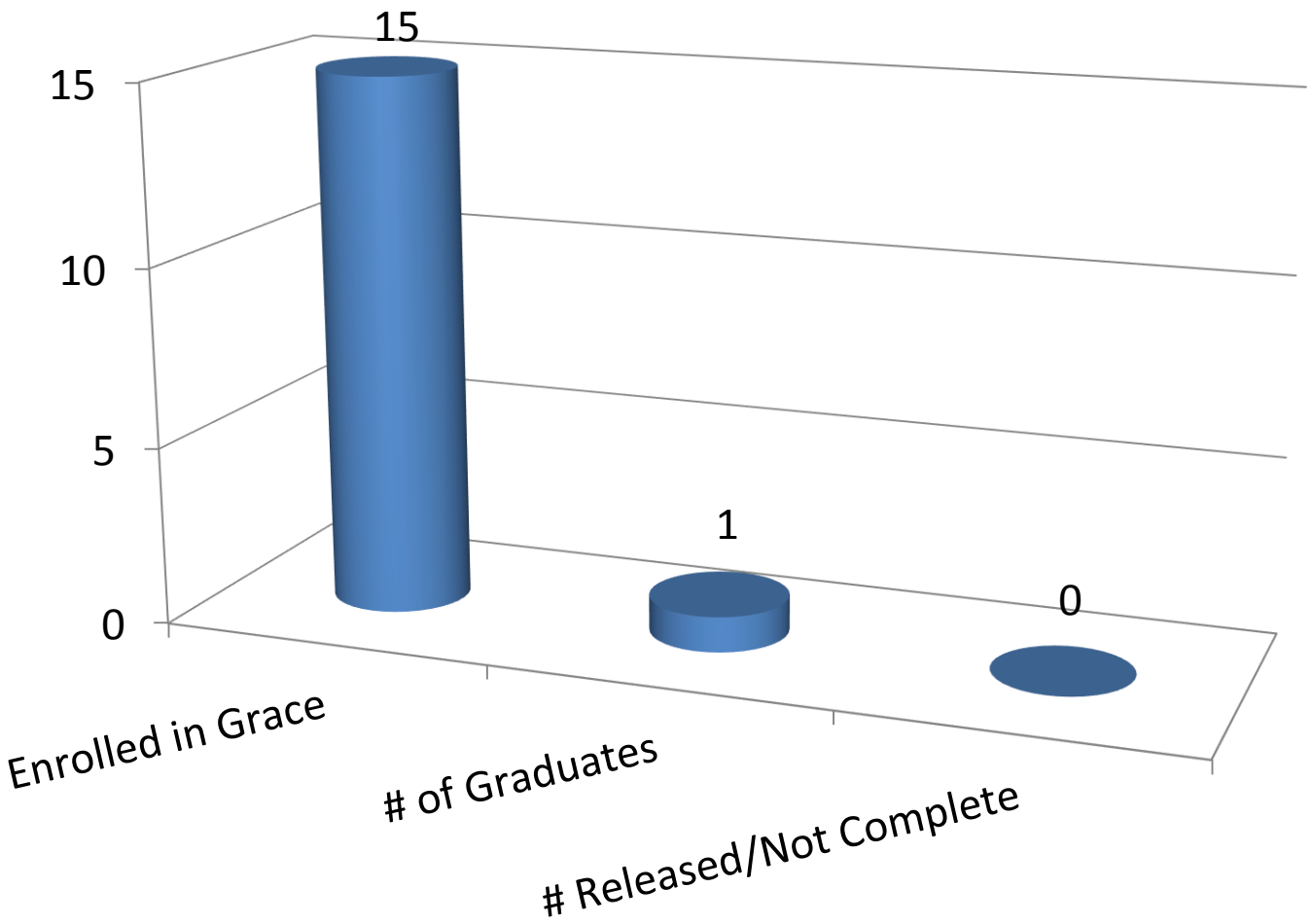
Rule 11's Competency to Stand Trial



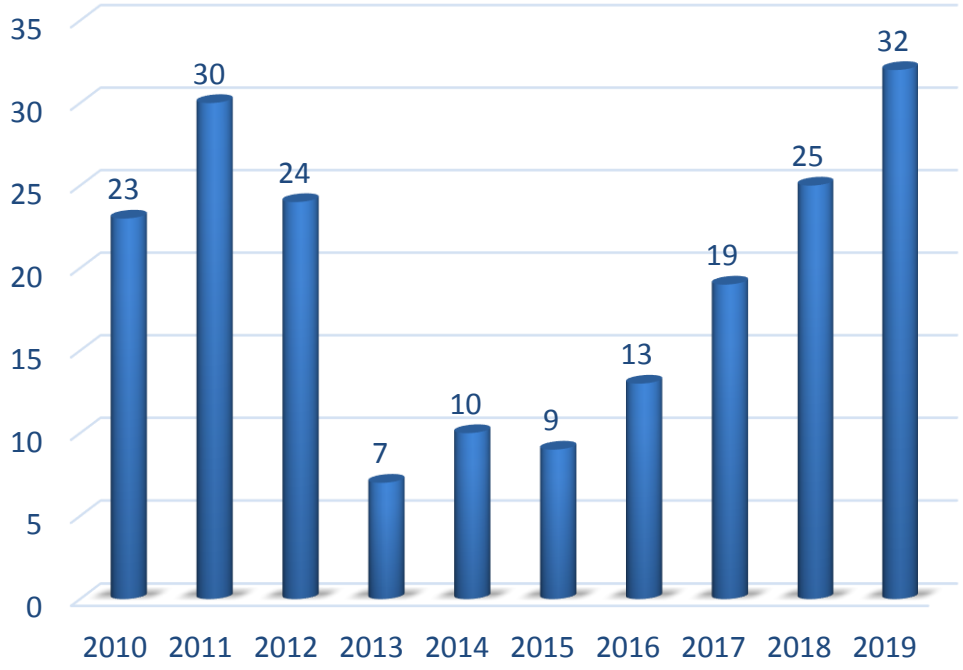
Rule 11's Competency to Stand Trial



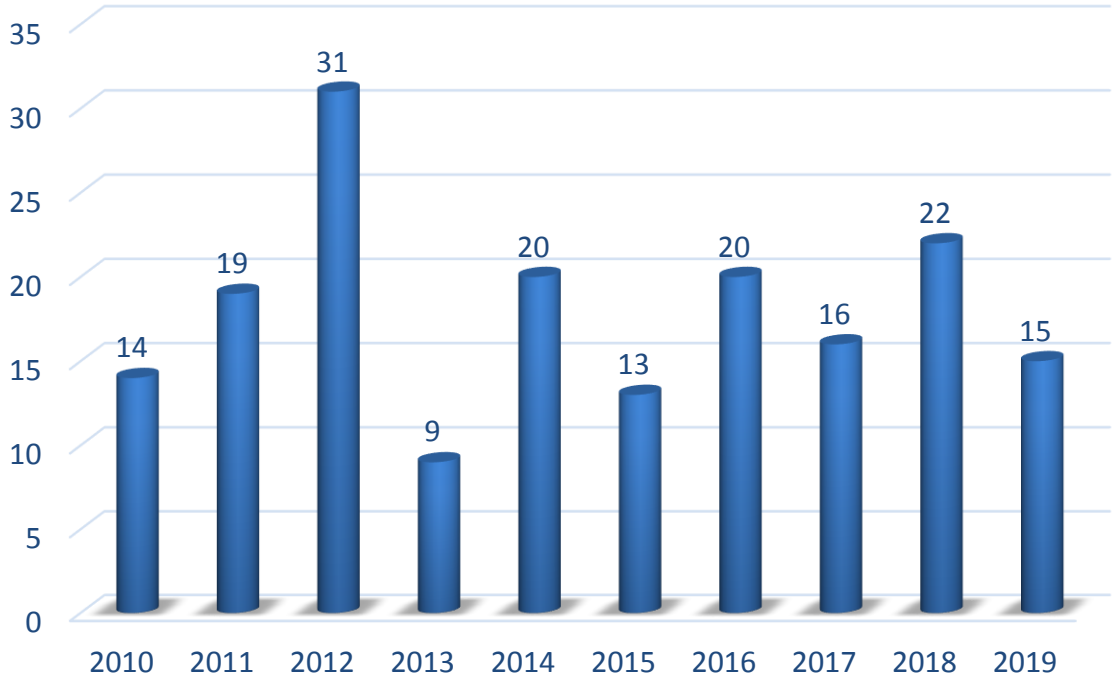
Grace Program



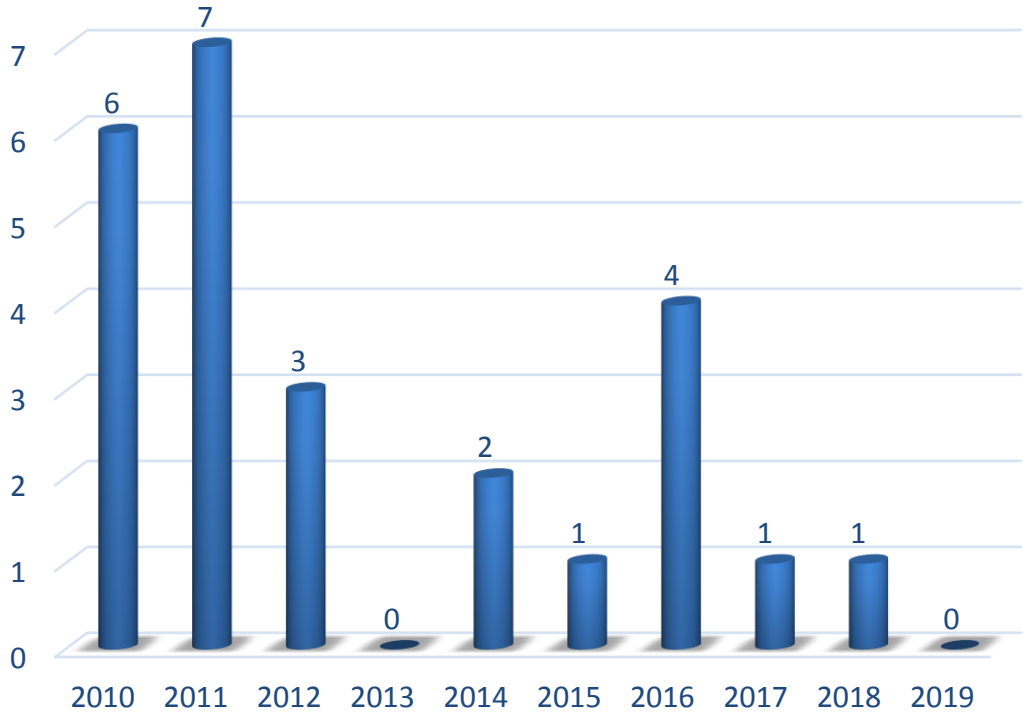
Public Fiduciary Investigations



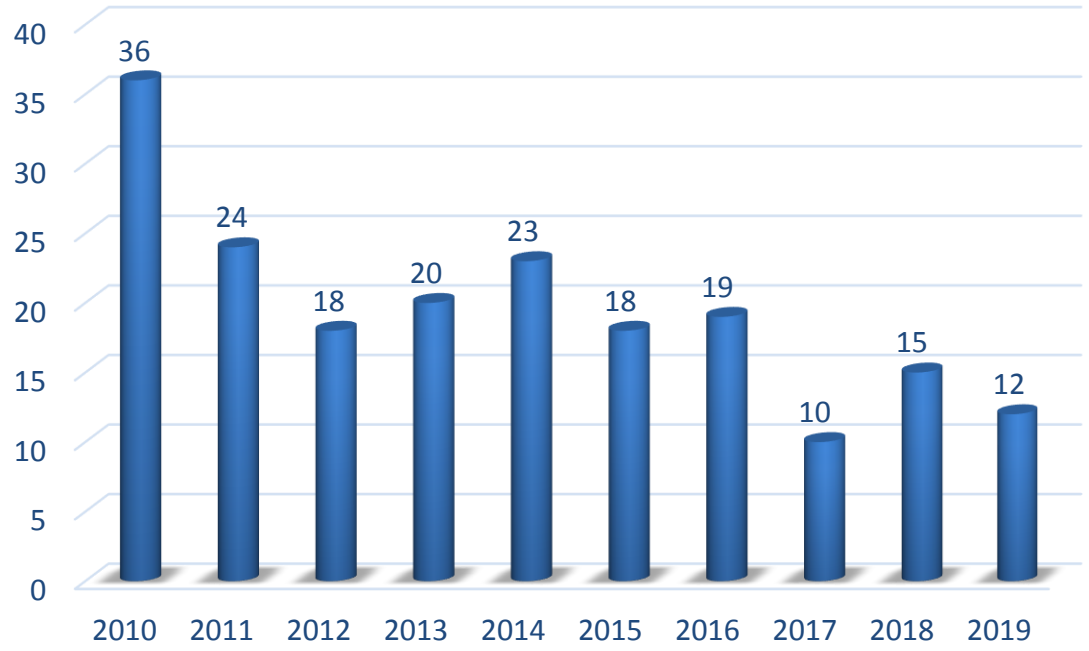
Public Fiduciary – Court Appointments (Guardian and/or Conservator)



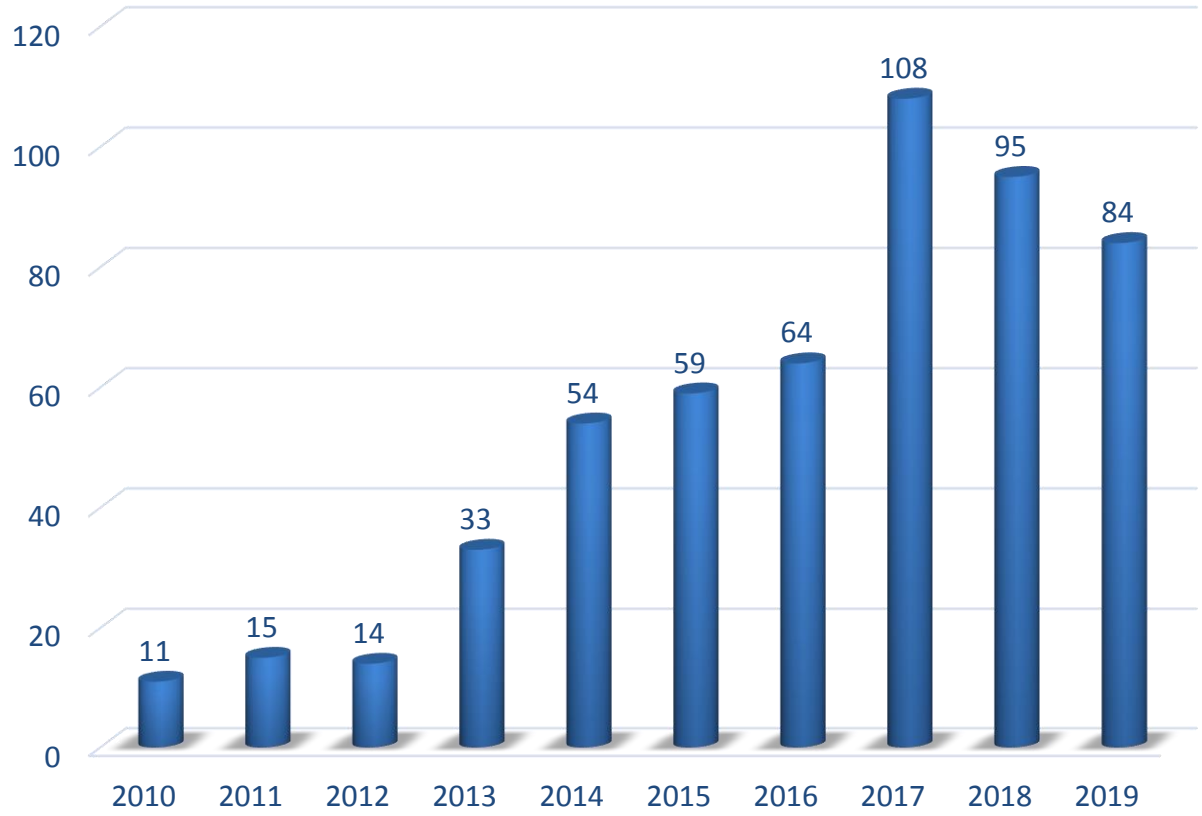
Public Fiduciary - Probates



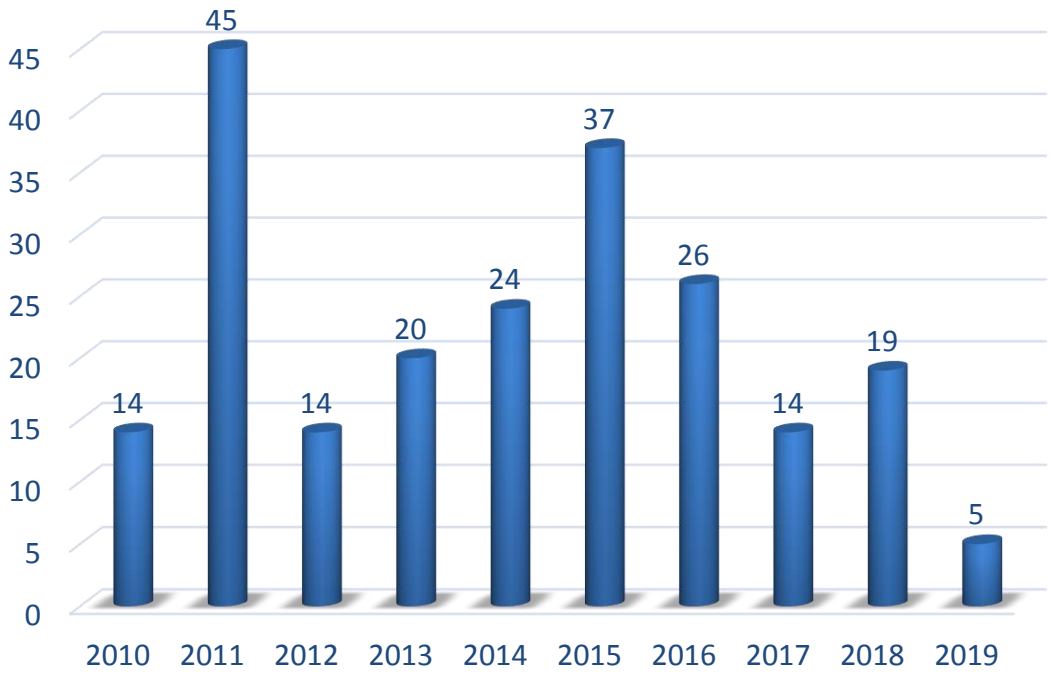
Tax Appeals – Superior Court



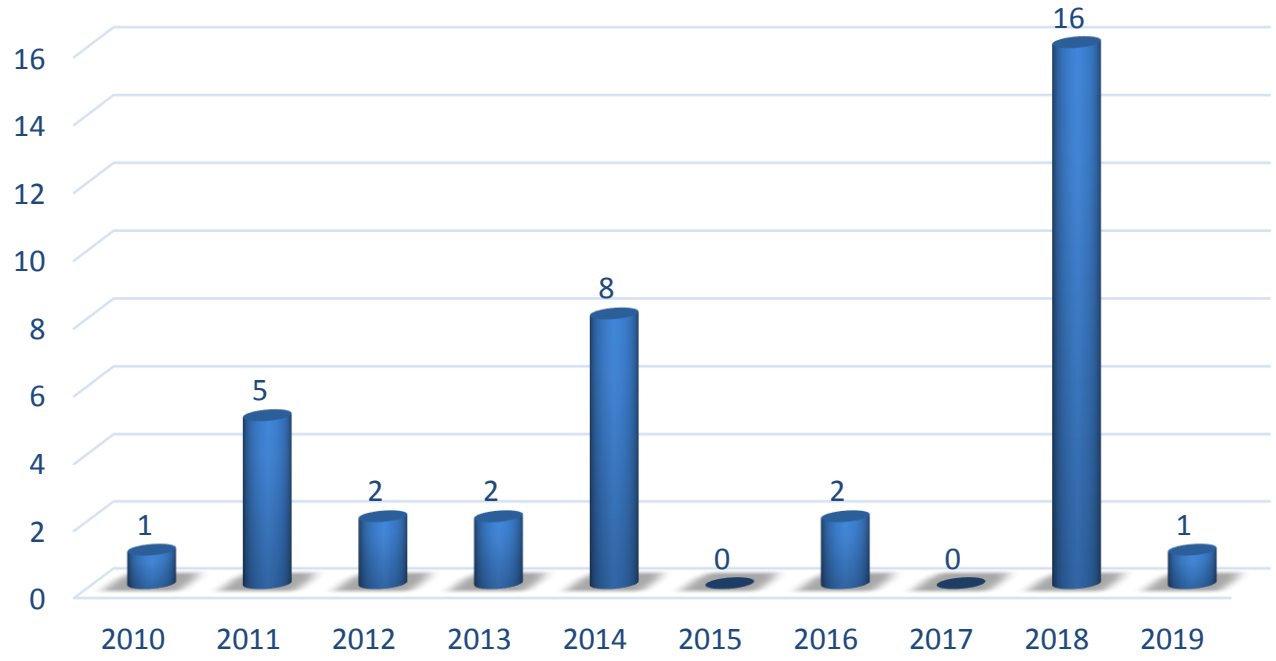
Tax Foreclosure Cases



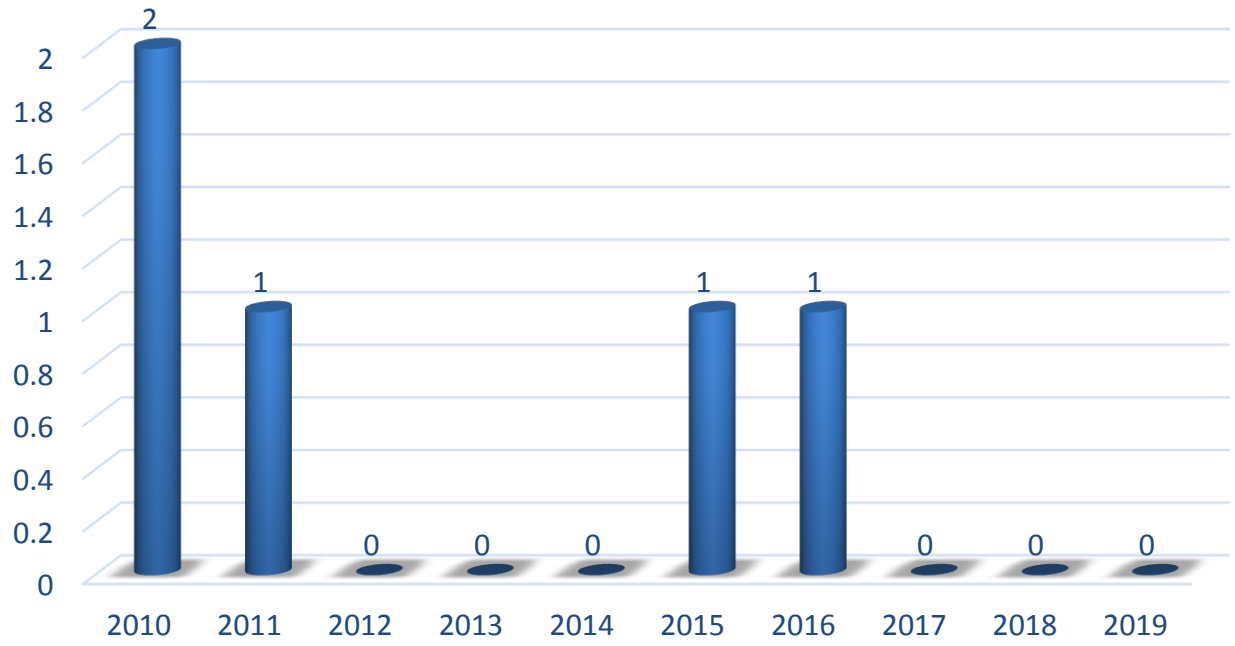
Bankruptcy Cases



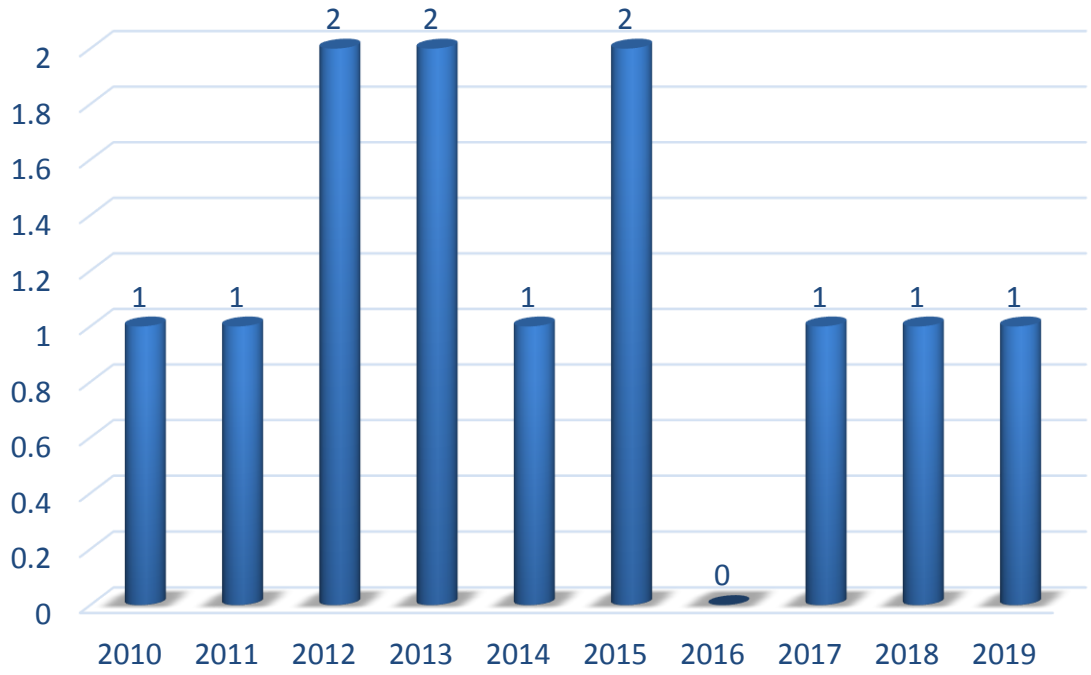
Election Cases



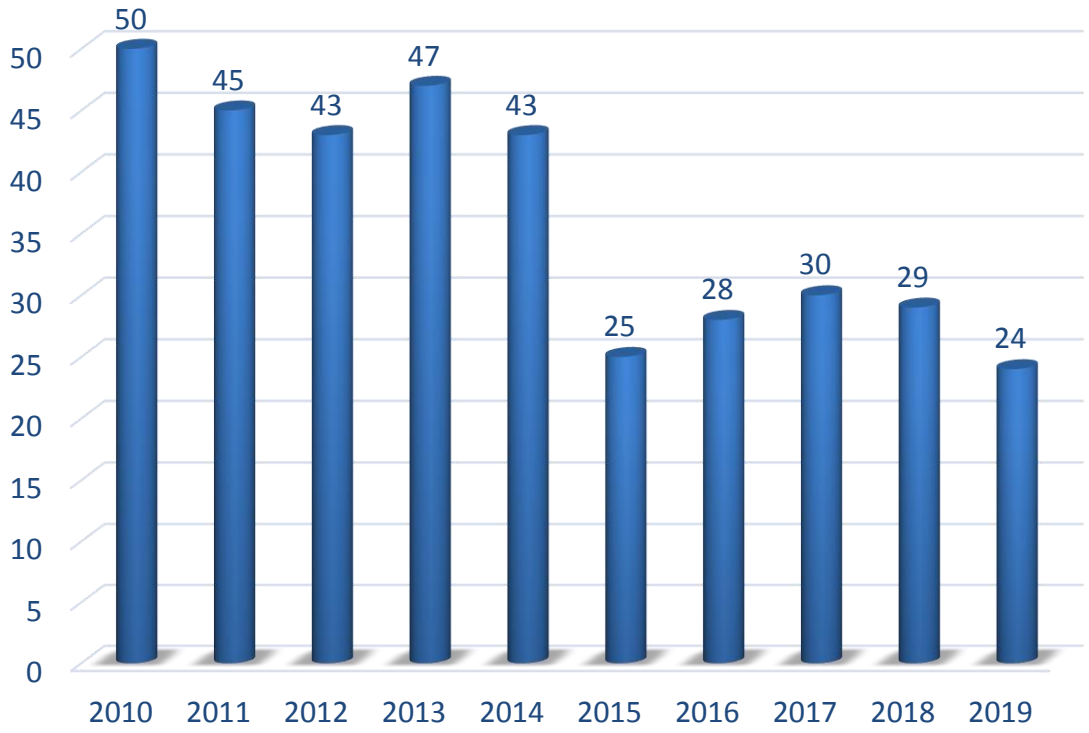
Merit Commission Cases



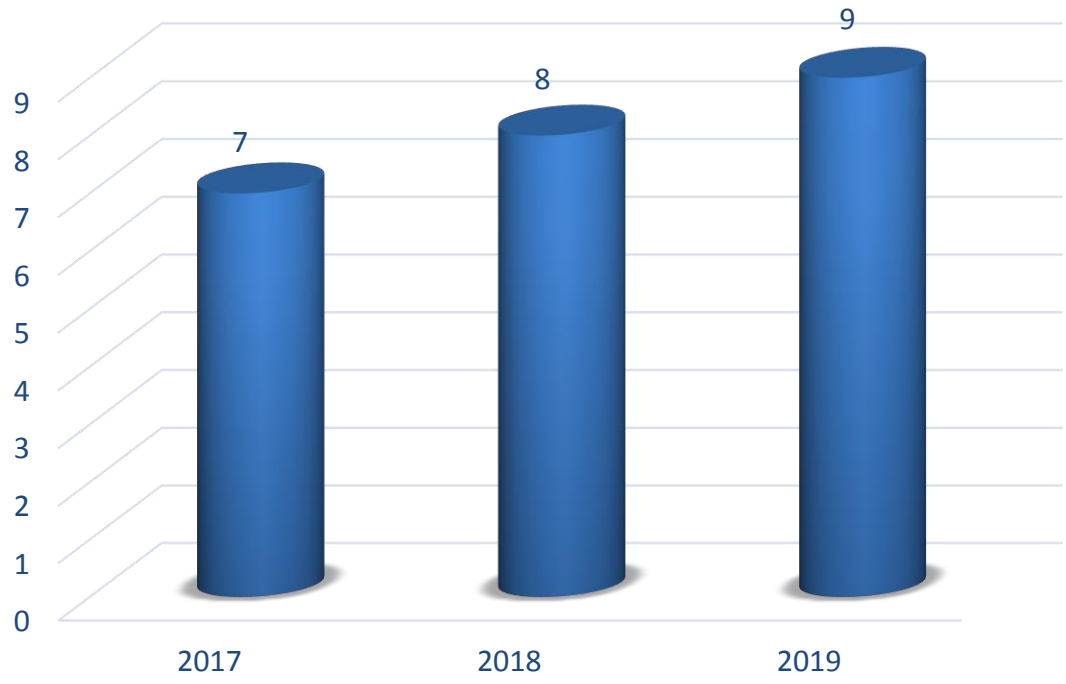
Civil Rights Commission Cases



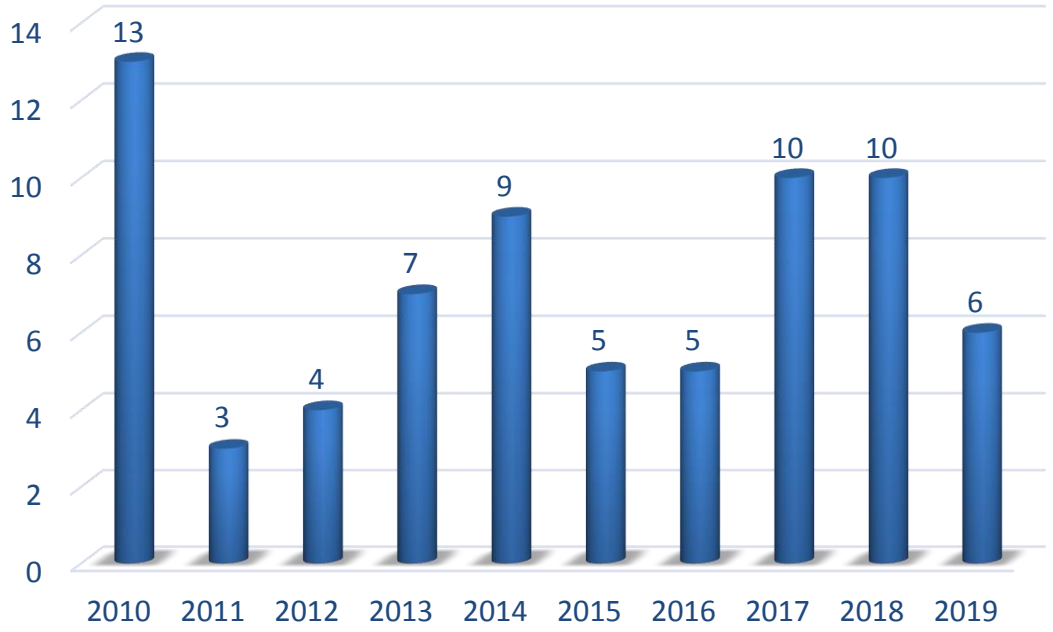
Notices of Claim



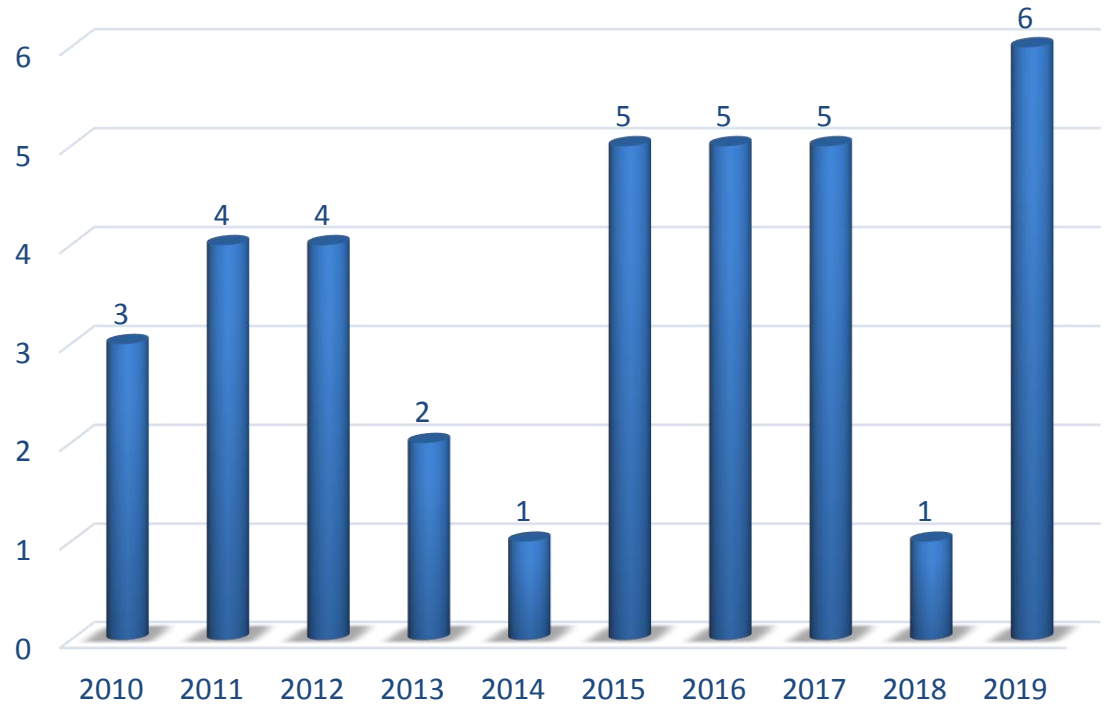
Notices of Claim – Resolved by CAO



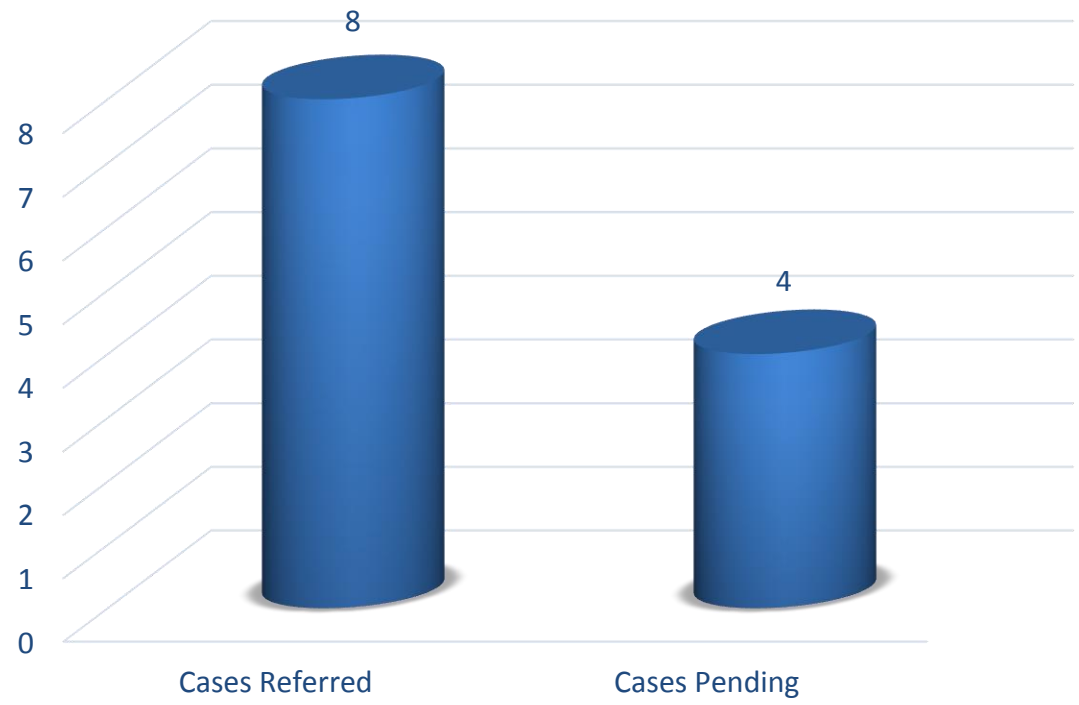
Notices of Claim – Referred to ACIP



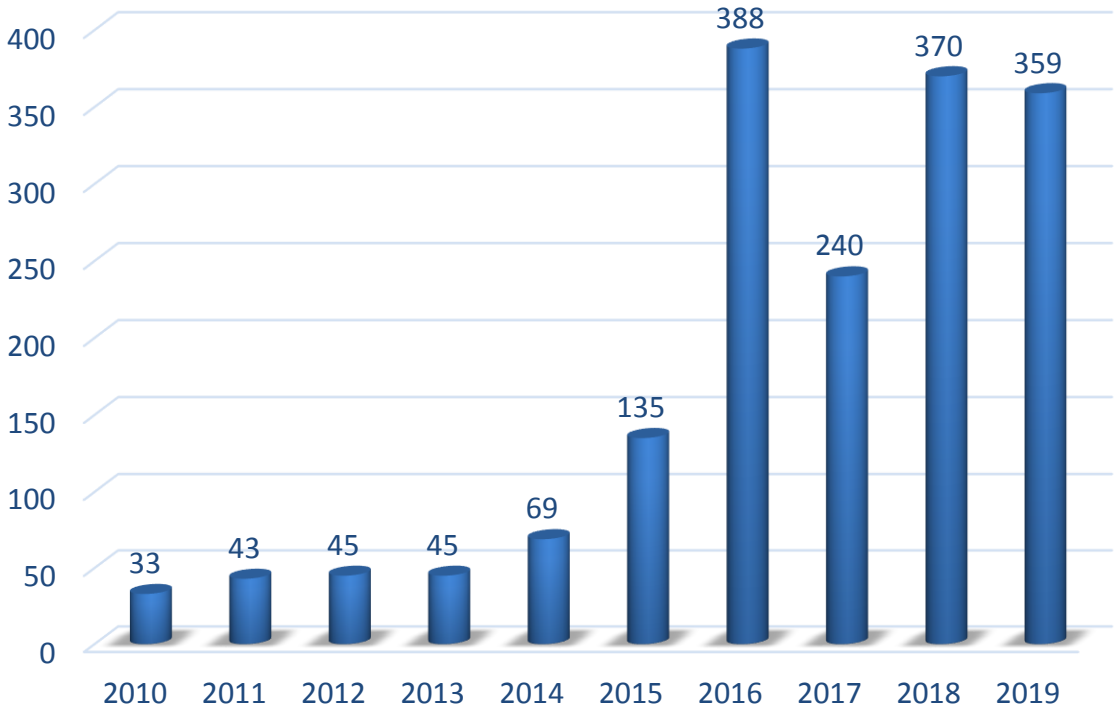
County Attorney Civil Cases - New



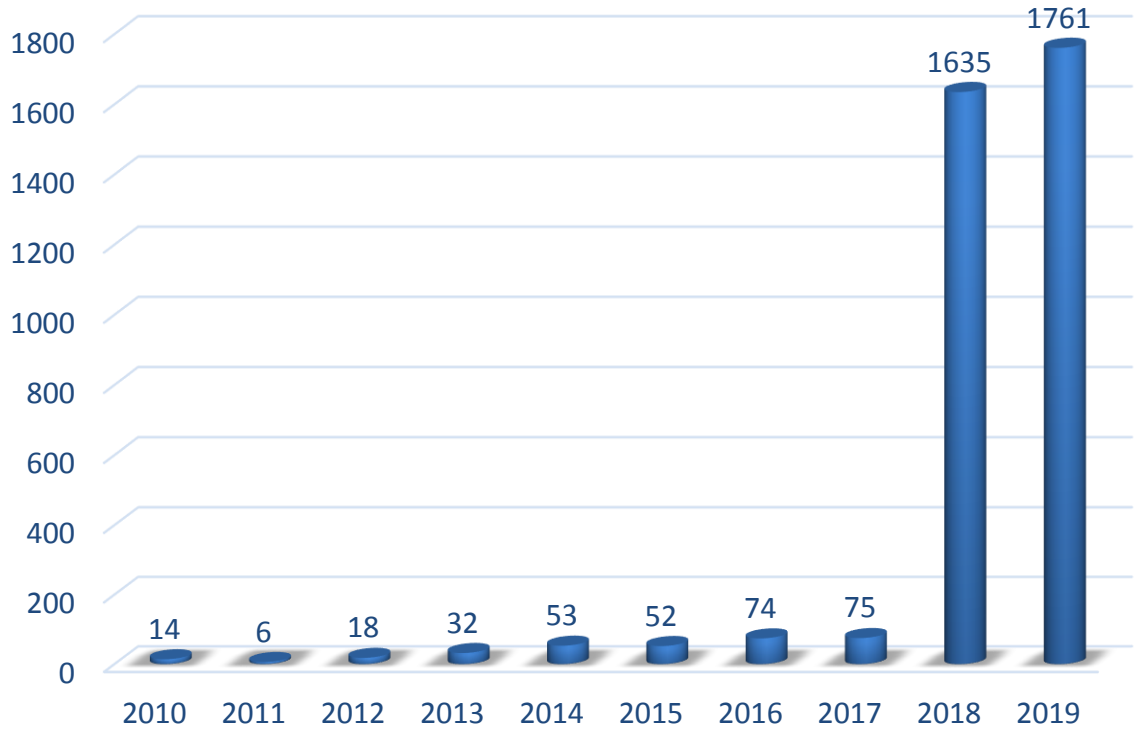
Civil Cases Referred to ACIP



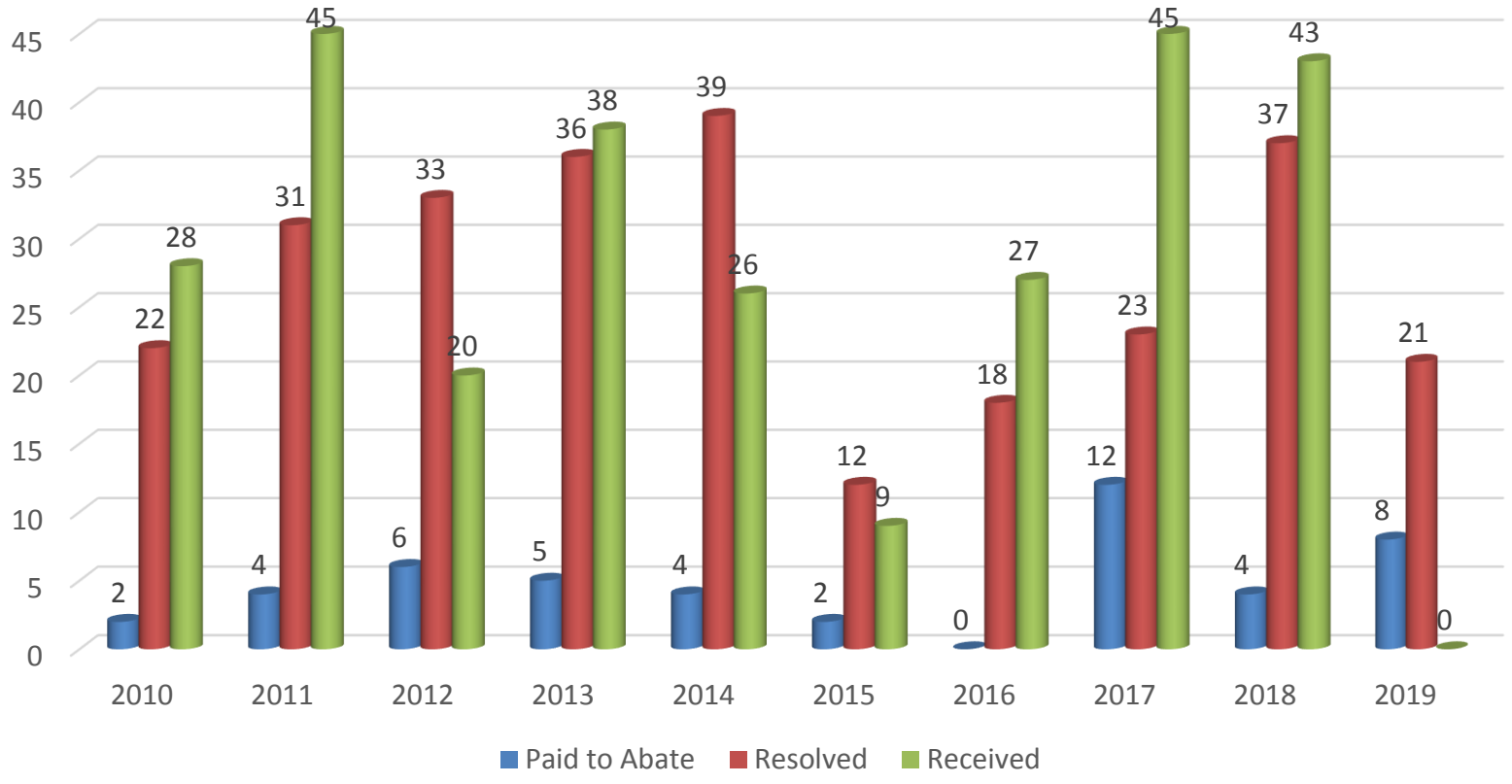
Public Records Requests – Other than Sheriff (Calendar Year)



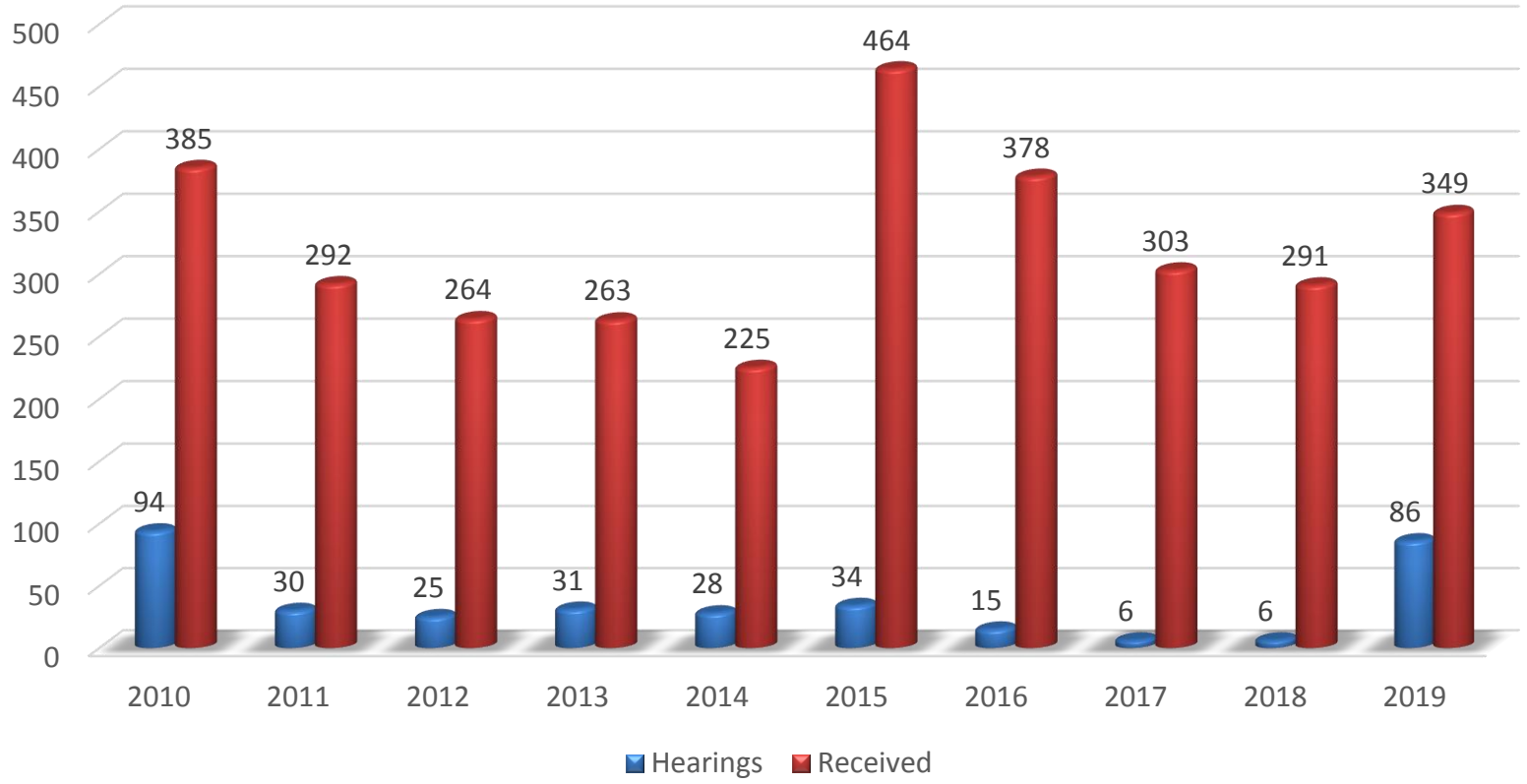
Public Records Requests – Sheriff's Office



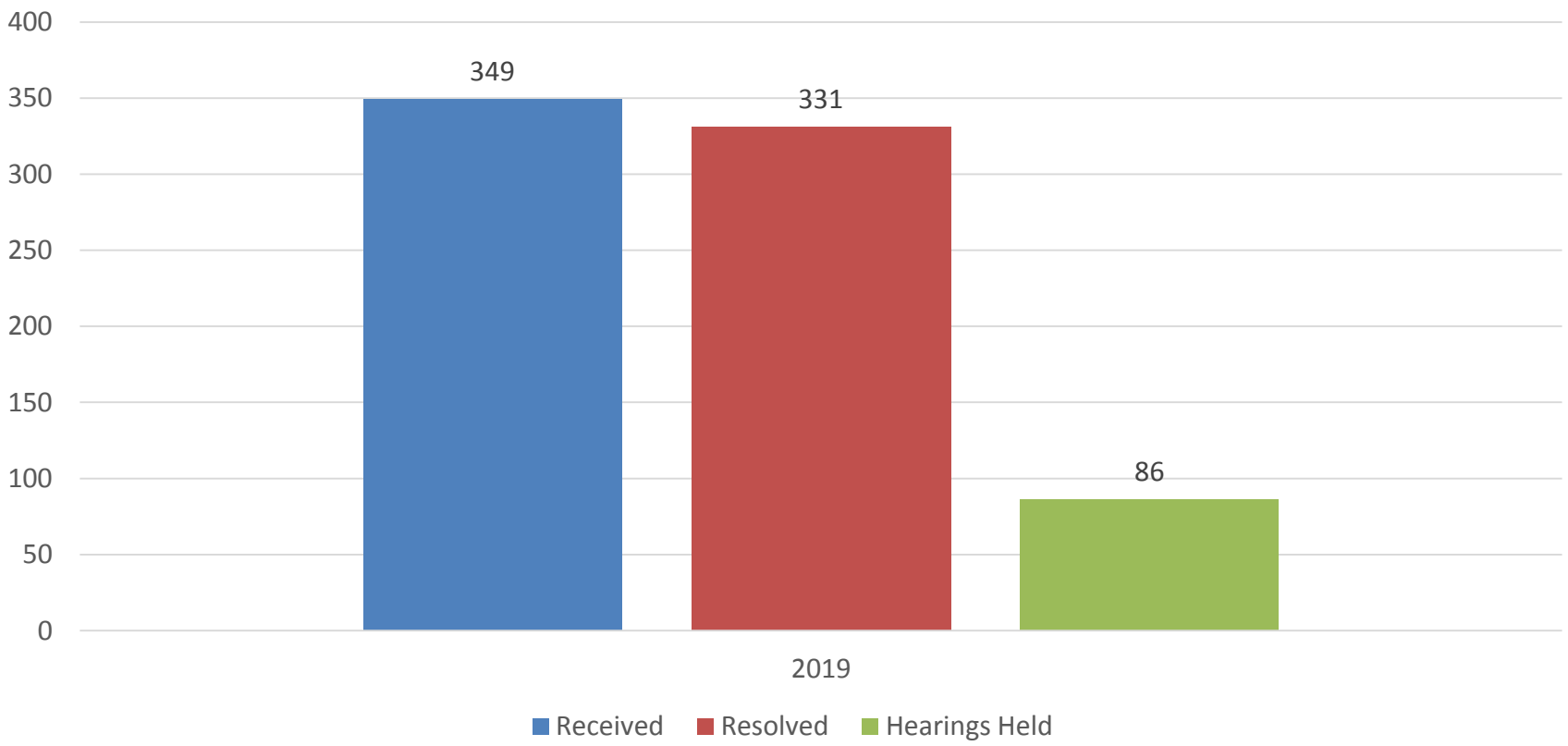
Planning & Zoning – Hazard Abatements



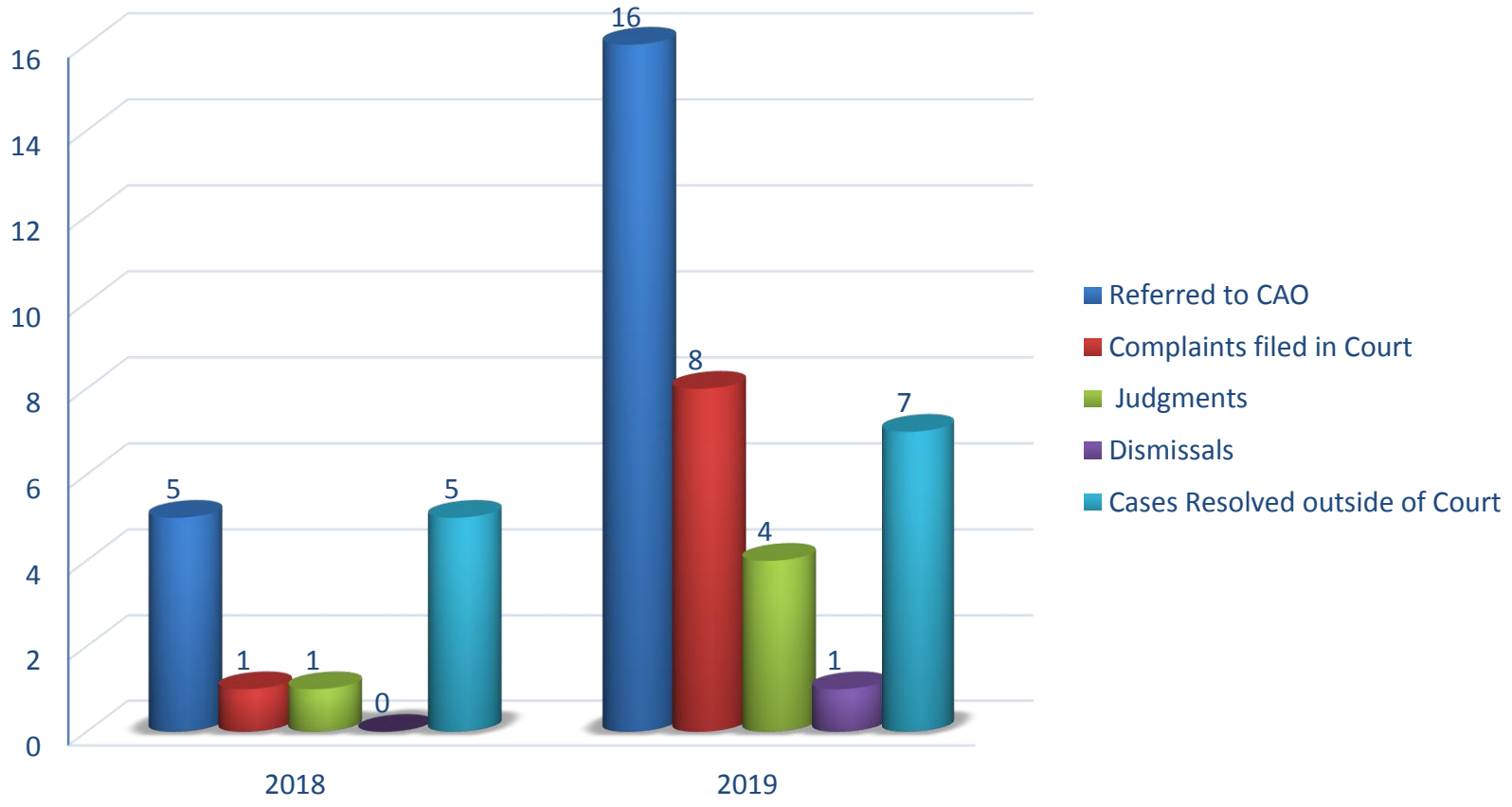
Planning & Zoning – Zoning Violations



Planning & Zoning – Zoning Violations



Zoning Violations – Referred to CAO



CAO Civil – the People

- **Brian McIntyre, Cochise County Attorney**
  - Britt Hanson – Chief Civil Deputy 17 yrs./37 yrs.
  - Christine Roberts – Deputy 2yr. 6 mo./10 yrs.
  - Sara Dent – Deputy 1 yr./12 yrs.

CAO Civil – the People

– Catherine Barney Chief Paralegal	5 yrs./17 yrs.
– Tiffany Johnson – Paralegal	2 yr. 7 mo./13yrs.
– Susana Stark – Legal Secretary	2 yr. 1 mo./20yrs.
– Debora Townsend Paralegal/PRR Coordinator	2 yr. 1 mo./3 yrs.
– Krist-Anah Watkins Mental Health Coordinator	4 yrs./4yrs.
Totals:	46 yrs./135 yrs.

County Clients

- Assessor
- Board of Supervisors/Departments
- County Attorney
- Public Fiduciary
- Recorder
- Sheriff
- Superintendent of Schools
- Treasurer

Non-County Clients

- Adoptive Parents
- Cochise College
- Fire Districts
- Library Districts
- Mental Health Agencies
- Road Improvement Districts
- Water Districts

Questions?

Consent 1.

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

Meeting Date:	02/11/2020		
Minutes			
Submitted By:	Amy Langer, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:
Approve the Minutes of the regular meeting of the Board of Supervisors of January 28, 2020

Background:
Minutes

Department's Next Steps (if approved):
Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:
n/a

To BOS Staff: Document Disposition/Follow-Up:
Scan to OnBase and File.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

Minutes
Demands

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
TUESDAY, JANUARY 28, 2020

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, January 28, 2020 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present:	Thomas E. Borer, Chairman; Ann English, Vice-Chairman; Peggy Judd, Supervisor
Staff Present:	Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Amanda Baillie, Public Information Officer; Melissa Tucker, Administrative Assistant

Chairman Borer called the meeting to order at 10:06 a.m.

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

PLEDGE OF ALLEGIANCE

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 7, 2020.

2. Approve appointment of Kim Lemons as Clerk of the Board of Supervisors effective January 27, 2020.

3. Approve an application for a Permanent Extension of Premises liquor license submitted by Ms. Barbara Lorraine Coons for Four Tails LLC located at 274 E. Pearce Road, Pearce, AZ 85625,

4. Adopt Resolution 20-01 authorizing the Cochise County Board of Supervisors to designate Emergency Voting Locations for the Presidential Preference Election set for Tuesday, March 17, 2020.

County Attorney

5. Approve Intergovernmental Agreement for the County Attorney's Office to Provide Legal Services to Whetstone Water Improvement District Relating to a North American Development Bank (NADB) Grant.

Development Services

6. Approve Agreement between Cochise County and the State of Arizona for a Grant of State funds to partially finance a project to reconstruct runway 17/35 lighting for the improvement of the Bisbee-Douglas International Airport, in the amount of $23,004, effective October 28, 2019 through October 28, 2023.

Finance

7. Approve demands and budget amendments for operating transfers.

Information Technology

8. Approve renewal of Permit No. 23-118970-03 for the Texas Canyon Radio Tower Land Lease with the Arizona State Land Department, in the amount of $2,400, effective August 18, 2018, through March 6, 2024.

   Vice-Chairman English moved to approve items 1-8 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

9. Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for Bowie Travel Center, located at 1275 Business Loop I-10 Exit 366, Bowie, AZ 85605.

   Ms. Melissa Tucker, Administrative Assistant presented this item. Ms. Tucker said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the Development Services Department has recommended approval; and the Health Department is working with the applicant. There have been no formal protests and the $100 processing fee has been paid. Board staff recommended approval.

   Chairman Borer opened the public hearing.

   No one chose to speak and Chairman Borer closed the public hearing.

   Supervisor Judd moved to approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for Bowie Travel Center, located at 1275 Business Loop I-10 Exit 366, Bowie, AZ 85605. Vice-Chairman English seconded the motion.

   Chairman Borer called for the vote and it was approved 3-0.

10. Approve a Owner Transfer Liquor License application for a Series #6 (Bar) license submitted by Ms. Andrea Dahlman Lewkowitz for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632.

    Ms. Tucker, Administrative Assistant, presented this item. Ms. Tucker said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the Development Services Department has recommended approval; and the Health Department is working with the applicant. There have been no formal protests and the $100 processing fee has been paid. Board staff recommended approval.

    Chairman Borer opened the public hearing.

    No one chose to speak and Chairman Borer closed the public hearing.

    Vice-Chairman English moved to approve a Owner Transfer Liquor License application for a Series #6 (Bar) license submitted by Ms. Andrea Dahlman Lewkowitz for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632. Supervisor Judd seconded the motion.

    Chairman Borer called for the vote and it was approved 3-0.

11. Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632.

    Ms. Melissa Tucker, Administrative Assistant, presented this item. Ms. Tucker said the Sheriff's Office had no recommendation; the Treasurer's Office advised that the property taxes are current; the Development Services Department has recommended approval; and the Health Department is working with the applicant. There have been no formal protests and the $100 processing fee has been paid. Board staff recommended approval.

    Chairman Borer opened the public hearing.

    No one chose to speak and Chairman Borer closed the public hearing.

    Supervisor Judd moved to approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Ms. Andrea Dahlman Lewkowitz, for 9 Acre Travel Complex, located at 2500 W. Business I-10, San Simon, AZ 85632. Vice-Chairman English seconded the motion.

    Chairman Borer called for the vote and it was approved 3-0.

Development Services

12. Adopt Zoning Ordinance 20-02 amending Article 17 (Administration) of the Cochise County Zoning Regulations.

    Mr. Dan Coxworth, Development Services Director, presented this item using a PowerPoint presentation. He gave the background and explained the purpose of the request. Mr. Coxworth explained that it is a minor amendment to article 17 of the Cochise County Zoning Regulations. Currently wood, concrete wall, or wire fences up to 7 feet tall are exempt from County Zoning Regulations unless they are located in a corner lot and if so, they require an informational permit. He stated that expanding this requirement is to include:

    1. Areas located on a corner lot and greater than 3 feet in height;

2. Areas located within a designated FEMA Flood Hazard Area;
3. Areas located within a designated wash.

Lastly, he stated this will provide the Engineering and Natural Resources Department an opportunity to review the informational permit and mitigate any potential drainage issues.

Chairman Borer opened the Public Hearing.

No one chose to speak and Chairman Borer closed the Public Hearing.

Vice-Chairman English moved to adopt Zoning Ordinance 20-02 amending Article 17 (Administration) of the Cochise County Zoning Regulations. Supervisor Judd seconded the motion.

Chairman Borer called for the vote and it was approved 3-0.

ACTION

County Attorney

13. Adopt Ordinance 050-20, Establishing Regulations and Licenses to Video Services Providers; Application and Affidavit for Uniform Services License; and Uniform Video Services Agreement, pursuant to Title 11, Chapter 14, of the Arizona Revised Statutes, §§ 11-1901, et seq.

    Mr. Britt Hanson, Chief Civil Deputy County Attorney presented this item. Mr. Hanson noticed that the item was listed as an Action item and stated it is supposed to be a Public Hearing item.

    Vice-Chairman English requested that the Board not act on this item today until it is properly noticed and requested that it be tabled.

    This item was tabled until February 25, 2020 to meet the statutory public hearing posting requirements.

    Vice-Chairman English made a motion to table item 13 to adopt Ordinance 050-20, Establishing Regulations and Licenses to Video Services Providers; Application and Affidavit for Uniform Services License; and Uniform Video Services Agreement, pursuant to Title 11, Chapter 14, of the Arizona Revised Statutes, §§ 11-1901, et seq. Supervisor Judd seconded the motion.

    Chairman Borer called for the vote to table the item and it was approved 3-0.

County Treasurer

14. Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on exempt property and the removal of property tax liens on Treasurer's Certificate of Clearance No. 2020-001.

    Ms. Cathy Traywick, Treasurer, presented this item. Ms. Traywick stated it was determined that the property was exempt and not subject to the 2008 taxes, and requested the abatement of the 2008 property taxes on the Treasurer's Certificate of Clearance No. 2020- 001 and authority to delete the taxes from the collection list.

Vice-Chairman English moved to approve the recommendation of the County Treasurer for the abatement of property taxes and interest on exempt property and the removal of property tax liens on Treasurer's Certificate of Clearance No. 2020-001. Supervisor Judd seconded the motion.

Chairman Borer called for the vote and it was approved 3-0.

Engineering & Natural Resources

15. Approve a change order in the contract with KE&G Construction, Inc. for Robbs Road Improvements, in the amount of $140,490, effective January 28, 2020.

    Ms. Jackie Watkins, Director of Engineering and Natural Resources presented this item. Ms. Watkins stated this is the change order for Robbs Road for $140,490 to complete seeding. Seeding was in the original contract. Public Works was originally going to work on the seeding but because of staff changes and limits of their equipment, this was added to the contract. The original cost of seeding was $45,500 per acre, but after negotiating with KE&G with adjustments to the specifications, KE&G will complete all seeding for $34,500 per acre, a reduction of $11,000.

    Ms. Watkins stated that after construction began, there was a conflict with a Southwest Gas line that resulted in the adjustment to the grade at the east end of the project which affected the access to four of the properties on the North side of the road. In order to provide the same access these property owners had prior to the Robbs Road improvements, it requires the installation of culverts and asphalt to the four driveways across the improved drainage ditch along the North side of the road. The cost to install the culverts is $71,850 and the cost for repairing and upgrading the driveways, after installing the culverts, is $34,140. These changes were not part of the original contract.

    Supervisor Judd moved to approve a change order in the contract with KE&G Construction, Inc. for Robbs Road Improvements, in the amount of $140,490, effective January 28, 2020. Vice-Chairman English seconded the motion.

    Chairman Borer called for the vote and it was approved 3-0.

STATE & FEDERAL LEGISLATION

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

    Vice-Chairman English gave an update on legislative matters. The Board took no action.

CALL TO THE PUBLIC

Chairman Borer opened the call to the public.

Mr. Chad Graves, Willcox resident, addressed the Board regarding a property he is interested in with back taxes, currently in bankruptcy.

Ms. Patricia Reynolds, Tombstone resident, addressed the Board regarding Opt-Out.

Ms. Jo Ann Gasper, Hereford resident, addressed the Board regarding concerns with residential waters wells.

Mr. Jack Cook, Bisbee resident, addressed the Board regarding matters of personal concern.

No one else chose to speak and Chairman Borer closed the call to the public.

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

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

Mr. Gilligan gave an overview of staff changes in the Board of Supervisors. I.T. and Facilities Departments, and their focus. He briefly discussed the move of County offices from the Old Bisbee high school in preparation of the sale of that building.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Chairman Borer said the Arizona Department of Transportation had agreed to put a pedestrian crossing at the corner of Highway 92 and Ramsey Road to make that intersection safer with completion by early spring.

Report by District 2 Supervisor, Ann English

Vice-Chairman English stated that the Legislature convened last week and as the representative for Cochise County she will keep the Board informed of legislative matters.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd deferred her report.

Chairman Borer adjourned the meeting at 10:46 a.m.

APPROVED:

_____
Thomas E. Borer, Chairman

ATTEST:

_____
Melissa Tucker, Administrative Assistant

Demands 1/23/2020
Date Range 01/18/20-01/23/20
Warrant Range 38204-38309

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38204	01/23/2020	A+ Language Services	1300 - Public Defender	100 General Fund	175.00
38205	01/23/2020	AB STAFFING SOLUTIONS, LLC	5000 - Health Dept	100 General Fund	11,440.00
38206	01/23/2020	Alex Espinosa's Bisbee Funeral Home	5000 - Health Dept	100 General Fund	3,214.00
38207	01/23/2020	Jacob Amaru	0100 - Board of Supervisors	100 General Fund	1,445.05
38208	01/23/2020	Amazon.com LLC	8000 - County Library District	171 County Library	54.61
38208	01/23/2020	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	493.70
38209	01/23/2020	American Fence & Security Company, Inc.	4110 - Engineering & Natural Resource	261 Flood Control Distric	8,786.88
38210	01/23/2020	Arizona Counties Insurance Pool	0100 - Board of Supervisors	100 General Fund	29,560.95
38211	01/23/2020	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	54.00
38212	01/23/2020	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	298.88
38213	01/23/2020	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	983.55
38214	01/23/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	3,377.74
38215	01/23/2020	Arizona State Land Department	4110 - Engineering & Natural Resource	261 Flood Control Distric	1,473.84
38216	01/23/2020	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	2,675.70
38217	01/23/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	1,307.90
38218	01/23/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	3,350.33
38219	01/23/2020	Azam, Syed T.	5000 - Health Dept	100 General Fund	750.00
38219	01/23/2020	Azam, Syed T.	5000 - Health Dept	234 TB Control	500.00
38220	01/23/2020	Heather Marie Baker	0100 - Board of Supervisors	100 General Fund	292.50
38221	01/23/2020	Baker & Taylor, LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	187.98
38222	01/23/2020	Blackstone Audio, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	129.48
38223	01/23/2020	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	129.00
38224	01/23/2020	Butler, Steven R	0100 - Board of Supervisors	100 General Fund	67.40
38225	01/23/2020	Cable One dba Sparklight	2100 - Facilities Management	100 General Fund	93.98
38226	01/23/2020	Cardinal Health Inc.	5000 - Health Dept	234 TB Control	56.82
38227	01/23/2020	Center for Disease Detection, LLC	5000 - Health Dept	100 General Fund	108.00
38227	01/23/2020	Center for Disease Detection, LLC	5000 - Health Dept	232 Family Planning	66.00
38227	01/23/2020	Center for Disease Detection, LLC	5000 - Health Dept	237 Health S.T.D. Grant	306.00
38228	01/23/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	1,381.74
38229	01/23/2020	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	50.60
38229	01/23/2020	CenturyLink Communications	2100 - Facilities Management	100 General Fund	75.93
38230	01/23/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	290.27
38231	01/23/2020	City of Sierra Vista	0100 - Board of Supervisors	115 BOS Grants	551.08
38231	01/23/2020	City of Sierra Vista	2100 - Facilities Management	100 General Fund	1,973.36
38232	01/23/2020	Cochise College	0100 - Board of Supervisors	100 General Fund	1,000.00
38233	01/23/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	15.00
38234	01/23/2020	Community Bridges, Inc.	5000 - Health Dept	100 General Fund	5,850.00
38235	01/23/2020	ConnectWise, Inc.	1800 - IT/Communications	100 General Fund	15,124.80
38236	01/23/2020	Cooke, Stephen R.	0810 - Court Administration	168 Children's Issues Ed	225.00
38237	01/23/2020	Cope Behavioral Svc Inc	1350 - Legal Defender	100 General Fund	201.80
38238	01/23/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	100 General Fund	5,805.25
38239	01/23/2020	Copygraphix Inc.	5000 - Health Dept	100 General Fund	139.19
38240	01/23/2020	Crafco, Inc.	4010 - Highway Dept Administration	251 Highway Fund	6,112.25
38241	01/23/2020	CureMD.com, Inc.	5000 - Health Dept	100 General Fund	305.00
38242	01/23/2020	Dagostino Private Investigations	0100 - Board of Supervisors	100 General Fund	1,147.30
38243	01/23/2020	David M Waterman dba Law Offices of David Waterman	0100 - Board of Supervisors	100 General Fund	7,000.00
38244	01/23/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	305.20
38245	01/23/2020	Election Systems & Software LLC	0500 - Elections	100 General Fund	2,483.71
38246	01/23/2020	Emily L. Danies Attorney at Law LLC	0100 - Board of Supervisors	100 General Fund	2,025.00
38247	01/23/2020	Ezzo Law	0100 - Board of Supervisors	100 General Fund	1,836.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38248	01/23/2020	Ferguson Enterprises, Inc.	2100 - Facilities Management	100 General Fund	1,978.77
38249	01/23/2020	French, Edward D, Ph.D	0100 - Board of Supervisors	100 General Fund	975.00
38250	01/23/2020	Fritz, Christinat	4010 - Highway Dept Administration	251 Highway Fund	52.79
38251	01/23/2020	Gaynes, Deborah L	0100 - Board of Supervisors	100 General Fund	1,003.50
38252	01/23/2020	GlaxoSmithKline LLC	5000 - Health Dept	243 Immunization Program	2,304.60
38253	01/23/2020	Goodmans, Inc.	2100 - Facilities Management	400 County Capital Projects	3,876.33
38254	01/23/2020	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	1,460.00
38255	01/23/2020	Healthcare Innovations, Inc.	5000 - Health Dept	100 General Fund	1,687.44
38256	01/23/2020	Heating & Cooling Supply, LLC	2100 - Facilities Management	100 General Fund	204.40
38257	01/23/2020	Honeman, Van G.	0600 - County Attorney	124 Attrny Anti-Racketeering	14.00
38257	01/23/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	428.40
38258	01/23/2020	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	640.00
38259	01/23/2020	KE&G Construction Inc.	4110 - Engineering & Natural Resource	267 Wine Country Developme	1,863.00
38260	01/23/2020	Laboratory Corporation of America	0100 - Board of Supervisors	100 General Fund	85.00
38260	01/23/2020	Laboratory Corporation of America	0100 - Board of Supervisors	251 Highway Fund	126.00
38260	01/23/2020	Laboratory Corporation of America	0100 - Board of Supervisors	505 Solid Waste	18.00
38260	01/23/2020	Laboratory Corporation of America	0100 - Board of Supervisors	600 Heavy Fleet Managemen	54.00
38261	01/23/2020	Law Office of Janelle A. McEachern	0100 - Board of Supervisors	100 General Fund	2,850.00
38262	01/23/2020	Law Office of Joan M Sacramento	0100 - Board of Supervisors	100 General Fund	2,700.00
38263	01/23/2020	Legal Transcription Services Plus	0100 - Board of Supervisors	100 General Fund	2,765.00
38264	01/23/2020	Geoffrey Pleasants Leggett	5000 - Health Dept	100 General Fund	4,600.00
38265	01/23/2020	Long, Jerrod D. DDS	5000 - Health Dept	100 General Fund	1,891.00
38266	01/23/2020	Lopez, George	4010 - Highway Dept Administration	251 Highway Fund	35.00
38267	01/23/2020	Lowell A. Jensen, PLC	0100 - Board of Supervisors	100 General Fund	630.00
38268	01/23/2020	MDIG of Arizona, LLC	5000 - Health Dept	100 General Fund	233.40
38269	01/23/2020	Mendez, Herlinda	4010 - Highway Dept Administration	251 Highway Fund	100.00
38270	01/23/2020	Neuropsychological Assessment & Consulting, PLC	0810 - Court Administration	100 General Fund	1,250.00
38271	01/23/2020	Northern Cochise Community Hospital, Inc.	5000 - Health Dept	100 General Fund	275.99
38272	01/23/2020	Noteman, G.K.	0100 - Board of Supervisors	100 General Fund	86.91
38273	01/23/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	325.00
38273	01/23/2020	Nyander, Penny Sue	1310 - Legal Advocate	100 General Fund	171.50
38274	01/23/2020	Old Pueblo Anesthesia	5000 - Health Dept	100 General Fund	1,867.18
38275	01/23/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	19.72
38275	01/23/2020	OverDrive, Inc.	8000 - County Library District	176 Library LSTA Grants	948.70
38276	01/23/2020	Palmer Law Group, PLLC	0100 - Board of Supervisors	100 General Fund	1,500.00
38277	01/23/2020	Pitney Bowes, Inc.	2100 - Facilities Management	100 General Fund	2,067.52
38278	01/23/2020	Radiology Ltd	5000 - Health Dept	100 General Fund	658.00
38279	01/23/2020	Richardsons Remembrance Center	5000 - Health Dept	100 General Fund	2,470.00
38280	01/23/2020	Robert J. Zohlmann, Esq.	0100 - Board of Supervisors	100 General Fund	400.00
38281	01/23/2020	Rothrock Investigations, LLC	0100 - Board of Supervisors	100 General Fund	683.26
38282	01/23/2020	Saguaro Surgical PC	5000 - Health Dept	100 General Fund	1,781.58
38283	01/23/2020	Schiff, Laurence	5000 - Health Dept	100 General Fund	2,800.00
38284	01/23/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	902.00
38285	01/23/2020	Southern Arizona Rad Associates LLC	5000 - Health Dept	234 TB Control	34.68
38286	01/23/2020	Stamback Septic Service	2100 - Facilities Management	100 General Fund	302.39
38286	01/23/2020	Stamback Septic Service	7000 - Solid Waste	505 Solid Waste	611.50
38287	01/23/2020	Stericycle Inc.	5000 - Health Dept	100 General Fund	825.11
38288	01/23/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	8,797.34
38288	01/23/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	216 SEACOM Operations	570.43
38288	01/23/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	1,264.81
38288	01/23/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,054.61
38289	01/23/2020	Sunsites-Pearce Fire District	1600 - Finance	100 General Fund	126,789.99

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38290	01/23/2020	Thomson West	0600 - County Attorney	100 General Fund	3,586.11
38290	01/23/2020	Thomson West	0810 - Court Administration	151 Law Library	11,751.38
38291	01/23/2020	TransUnion Risk and Alternative Data Solutions	1350 - Legal Defender	100 General Fund	54.80
38292	01/23/2020	Tucson Orthopaedic Institute PC	5000 - Health Dept	100 General Fund	479.86
38293	01/23/2020	Valley Telephone Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	298.77
38293	01/23/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	201.48
38294	01/23/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	1,875.95
38295	01/23/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	2,338.98
38296	01/23/2020	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	758.50
38297	01/23/2020	Chiricahua Community Health Centers, INC	1220 - Juvenile Detention	100 General Fund	856.83
38298	01/23/2020	Cochise County Finance Revolving Fund	1600 - Finance	121 Attorney Victim Compens	7,520.01
38299	01/23/2020	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	1,141.38
38299	01/23/2020	Cochise County Sheriff's Department	3000 - Sheriff	200 Financial Crimes Unit	1,164.00
38300	01/23/2020	Traywick, Catherine Lynn	0200 - Treasurer	100 General Fund	499.74
38301	01/23/2020	Arizona's Fast Affordable Online Traffic School	0950 - Justice Court 5	100 General Fund	130.00
38302	01/23/2020	Huachuca Federal Credit	0950 - Justice Court 5	100 General Fund	84.03
38303	01/23/2020	Jones, Lonnie	0930 - Justice Court 3	100 General Fund	2,000.00
38304	01/23/2020	Micholason, Ron	0950 - Justice Court 5	100 General Fund	42.02
38305	01/23/2020	Lorinda Mitchel	0940 - Justice Court 4	100 General Fund	200.00
38306	01/23/2020	Maria Ortega	0950 - Justice Court 5	100 General Fund	60.00
38307	01/23/2020	Claudia Susana Rivera	0920 - Justice Court 2	100 General Fund	25.00
38308	01/23/2020	Walmart	0920 - Justice Court 2	100 General Fund	50.00
38308	01/23/2020	Walmart	0950 - Justice Court 5	100 General Fund	25.00
38309	01/23/2020	Twala Womack	0950 - Justice Court 5	100 General Fund	750.00

Consent 2.

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

Meeting Date:	02/11/2020		
Community Enhancement Fund Expenditures			
Submitted By:	Kim Lemons, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve Community Enhancement Fund expenditures for Districts 2 and 3; District 2: Saginaw Neighborhood Clean-Up Project; and District 3: Two Projects for Willcox Americorp, One for Bellflower Ranch, Willcox; and One for Benson Chamber Welcome Home.

Background:

Vice-Chairman English has submitted approval for one project: Saginaw Neighborhood Clean-Up. Supervisor Judd has submitted approval for four projects: Community Clean-up (tipping fees) for Willcox Americorp; Equipment Purchase by City of Willcox for Willcox Americorp; Bellflower Ranch Cattleguard; and Benson Chamber Welcome Home.

Department's Next Steps (if approved):

Release funds for project.

Impact of NOT Approving/Alternatives:

Project will not be funded.

To BOS Staff: Document Disposition/Follow-Up:

Email Community Enhancement Fund Projects forms to corresponding entities:
District 2:
Email approved form to Jason Faccio, jfaccio@cohcise.az.gov; Jessica Moore, jmoore@cochise.az.gov; and Janice Kowalec, jkowalec@cochise.az.gov and cc: board@cochise.az.gov. Public Works will handle the transfer of funds.

District 3:
Request 1: Jason Faccio, jfaccio@cochise.az.gov; Jessica Moore, jmoore@cochise.az.gov; and Janice Kowalec, jkowalec@cochise.az.gov and cc: board@cochise.az.gov. Public Works will handle the transfer of funds.
Request 2: Return to Clerk of the Board for processing.
Requets 3: Jason Faccio, jfaccio@cochise.az.gov; Jessica Moore, jmoore@cochise.az.gov; and Janice Kowalec, jkowalec@cochise.az.gov and cc: board@cochise.az.gov. Public Works will handle the transfer of funds.
Request 4: Return to Clerk of the Board for processing.

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

20200211_CommEnhancementFunds_District2_Saginaw
20200211_CommEnhancementFunds_District3_1-WillcoxAmericorp
20200211_CommEnhancementFunds_District3_2-WillcoxAmericorp
20200211_CommEnhancementFunds_District3_3-BellflowerRanchWillcox
20200211_CommEnhancementFunds_District3_4-BensonChamber

Cochise County
Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: _____

Authorized Project Category:

❑Multi-Use Path
❑Hazard Abatement/Community Clean-Up
❑County Maintained Road Improvements
❑Street Lights
❑Natural Resources Projects
❑Transit Support
❑Assistance with Right-of-Way Costs
❑Public Works Projects
❑Other: _____

Responsible Department: _____ Department Contact: _____

Supervisor's District Fund Line, G/L: _____

Project Total Budget Amount (*includes all labor and materials*): _____

Project Description (*attach additional information/photos/maps as needed*):

Date Approved: _____

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

Cochise County
Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: Willcox Americorp request #1

Authorized Project Category:

- ☐ Multi-Use Path
- ☑ Hazard Abatement/Community Clean-Up
- ☐ County Maintained Road Improvements
- ☐ Street Lights
- ☐ Natural Resources Projects
- ☐ Transit Support
- ☐ Assistance with Right-of-Way Costs
- ☐ Public Works Projects
- ☐ Other: _____

Responsible Department: Public Works- Solid Waste Department Contact: Marty Haverty

Supervisor's District Fund Line, G/L. District 3 - Judd 100-0100-0103-421,000

Project Total Budget Amount (*includes all labor and materials*): up to $3000

Project Description (*attach additional information/photos/maps as needed*):

Tipping fees at Willcox Transfer station for up to 30 county residential property clean-ups

Date Approved: 2/11/20

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

Cochise County
Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: Willcox Americorp request #2

Authorized Project Category:

☐Multi-Use Path
☑Hazard Abatement/Community Clean-Up
☐County Maintained Road Improvements
☐Street Lights
☐Natural Resources Projects
☐Transit Support
☐Assistance with Right-of-Way Costs
☐Public Works Projects
☐Other: _____

Responsible Department: BOS Department Contact: Ed Gilligan

Supervisor's District Fund Line, G/L. District 3 - Judd 100-0100-0103-421.000

Project Total Budget Amount (*includes all labor and materials*): $4000

Project Description (*attach additional information/photos/maps as needed*):

Small equipment per attached email - purchased by City of Willcox for Americorp Project

Date Approved: 2/11/20

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

Cochise County
Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: Cattle guard on El Secreto Rd

Authorized Project Category:

- ☐Multi-Use Path
- ☐Hazard Abatement/Community Clean-Up
- ☐County Maintained Road Improvements
- ☐Street Lights
- ☐Natural Resources Projects
- ☐Transit Support
- ☐Assistance with Right-of-Way Costs
- ☐Public Works Projects
- ☑Other: Keeping cattle off Roadways in Bellflower Ranch Willcox

Responsible Department: Highways Department Contact: Marty Haverty

Supervisor's District Fund Line, G/L: District 3 - Judd 100-0100-0103-421.000

Project Total Budget Amount (*includes all labor and materials*): ~~$1500~~ $1591.50

Project Description (*attach additional information/photos/maps as needed*):

~~$500~~ to Klump Materials and $1000 to Mr. Barry Billeaudeau who paid that in deposit.
$591.50

Date Approved: 2/11/20

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

Cochise County
Board of Supervisors

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

Community Enhancement Fund Project Information Form

Project Name: Benson Chamber Welcome Home

Authorized Project Category

- ☐ Multi-Use Path
- ☐ Hazard Abatement/Community Clean-Up
- ☐ County Maintained Road Improvements
- ☐ Street Lights
- ☐ Natural Resources Projects
- ☐ Transit Support
- ☐ Assistance with Right-of-Way Costs
- ☐ Public Works Projects
- ☑ Other: Economic Development and tourism

Responsible Department: BOS Department Contact: Ed Gilligan

Supervisor's District Fund Line, G/L: District 3 - Judd 100-6100-0103-421.000

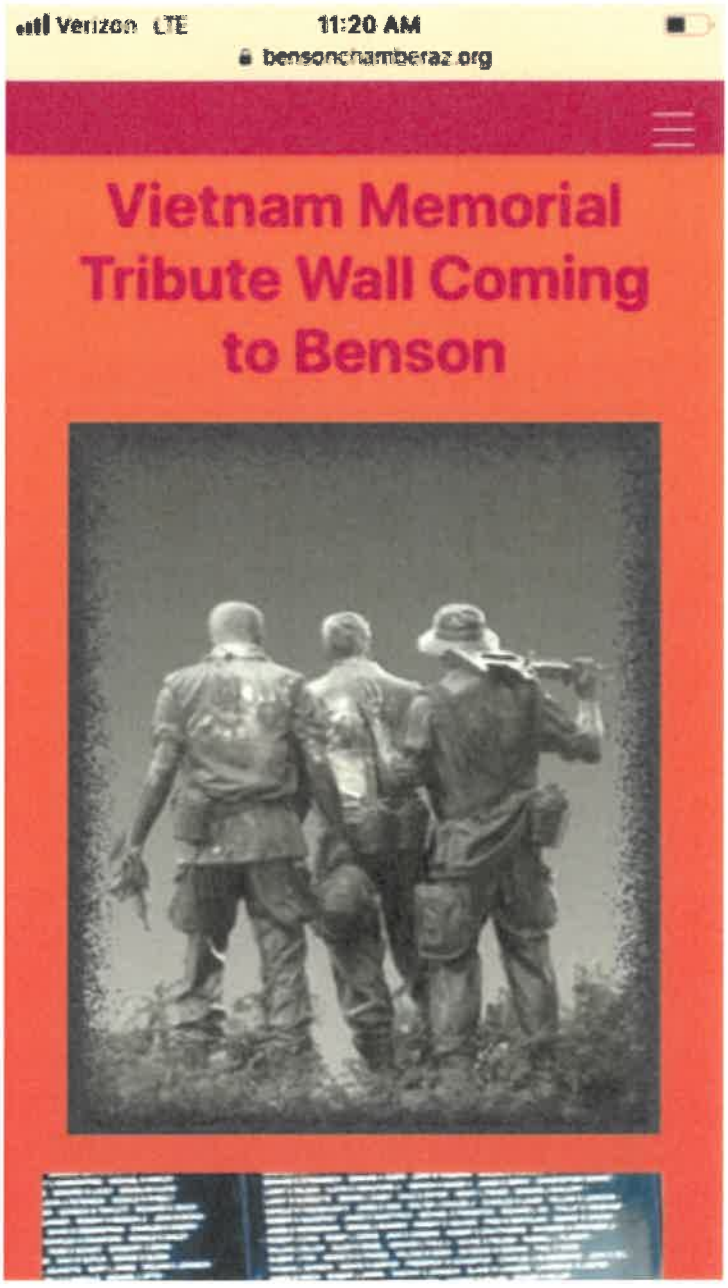
Project Total Budget Amount (*includes all labor and materials*): $4000

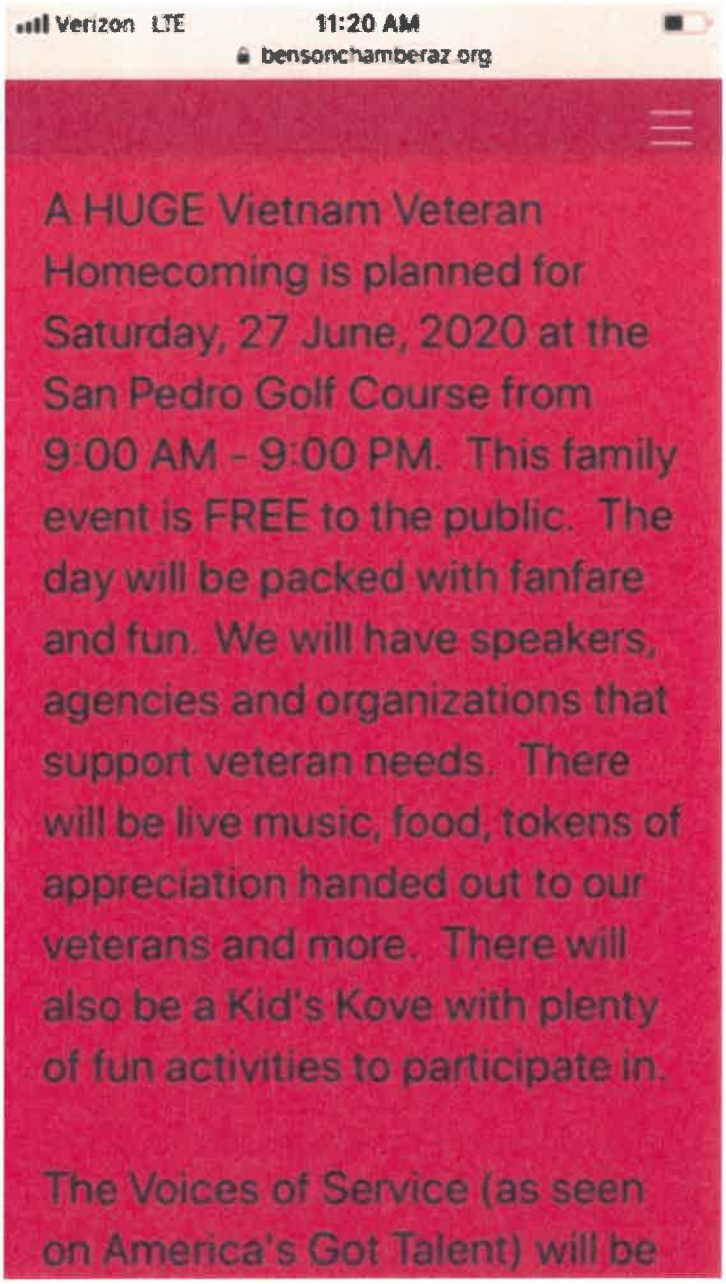
Project Description (*attach additional information/photos/maps as needed*)

One time national event to welcome home Vietnam Vets. Deposit for Traveling Wall.

Date Approved: 2/11/20

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-0200
520-432-5016 fax
board@cochise.az.gov


Verizon LTE
11:20 AM
bensonchamberaz.org
Vietnam Memorial Tribute Wall Coming to Benson


Verizon LTE
11:20 AM
bensonchamberaz.org
A HUGE Vietnam Veteran Homecoming is planned for Saturday, 27 June, 2020 at the San Pedro Golf Course from 9:00 AM - 9:00 PM. This family event is FREE to the public. The day will be packed with fanfare and fun. We will have speakers, agencies and organizations that support veteran needs. There will be live music, food, tokens of appreciation handed out to our veterans and more. There will also be a Kid's Kove with plenty of fun activities to participate in.
The Voices of Service (as seen on America's Got Talent) will be

Consent 3.

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

Meeting Date: 02/11/2020

Letter border barrier construction projects

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

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

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

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

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

Information

Agenda Item Text:

Approve a letter of support to Representative Kilpatrick in strong support of her efforts to encourage the Department of Homeland Security (DHS) to engage with State and local agencies, as well as the general public, with regards to border barrier construction projects in Cochise County.

Background:

The Board has heard from many of its constituents who are highly concerned about the potential impacts of border barrier construction in this region.

Area residents are particularly concerned about the lack of engagement between the federal agencies involved in this project and the general public. Cochise County has also not been made aware of, or consulted on, any site plans or construction timelines.

Department's Next Steps (if approved):

Mail letter to the appropriate office.

Impact of NOT Approving/Alternatives:

The County would not join other government entities in this request.

To BOS Staff: Document Disposition/Follow-Up:

Save copy of letter in the BOS correspondence 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

Letter of Support

Cochise County
Board of Supervisors

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

THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

KIM LEMONS
Clerk of the Board

February 11, 2020

Representative Ann Kirkpatrick
77 Calle Portal
Suite B160
Sierra Vista, AZ 85635

Dear Representative Kirkpatrick,

The Cochise County Board of Supervisors is writing in strong support of your efforts to encourage the Department of Homeland Security (DHS) to engage with State and local agencies, as well as the general public, with regards to border barrier construction projects in Cochise County.

The Board has heard from many of its constituents who are highly concerned about the potential impacts of border barrier construction in this region.

Area residents are particularly concerned about the lack of engagement between the federal agencies involved in this project and the general public. Cochise County has also not been made aware of, or consulted on, any site plans or construction timelines.

Considering that preparation work has already begun, we consider this to be a matter of great urgency and we appreciate your efforts on this issue. Should you wish to conduct a public meeting in Cochise County where the relevant agencies could share information, we would be happy to help accommodate such an event.

Sincerely,

Thomas E. Borer
Chairman (District 1)

Ann English
Vice-Chairman (District 2)

Peggy Judd
Supervisor (District 3)

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

Consent 4.

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

Meeting Date: 02/11/2020

Approve amendment 1 to Board appointments and memberships for FY2019-20

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

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

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

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

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

Information

Agenda Item Text:

Approve Amendment 1 to the committee appointments for members of the Board of Supervisors and executive staff for the 2019-20 Fiscal Year and approve continuing annual memberships for 2019-20, with payment of associated dues as described herein.

Background:

Vice-Chairman English is requesting the appointment of Ms. Barbara Kennedy to SouthEastern Arizona Community Action Plan (SEACAP) as the primary County representative replacing Ms. Gwen Calhoun.

Department's Next Steps (if approved):

As required by SEACAP, Vice-Chairman English has submitted a letter of appointment.

Impact of NOT Approving/Alternatives:

Ms. Kennedy will not replace Ms. Calhoun as representative.

To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

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

Amendment 1

Committee or Board Assignments for BOS &/or Executive Staff & Annual Membership Dues								
Board, Commission, Committee or Group	Member(s)	**Appointed By**	**Effective Start Date**	**Effective End Date**	**Regular Meeting Location**	**Membership Dues 2018-2019**	**Membership Dues 2019-2020**	**Notes**
BUDGET:						$124,000.00	$124,000.00	
Arizona Association of Counties (AACO)	Cathy Traywick	N/A			Arizona	$16,052.77	$16,052.77	
Arizona Border Counties Coalition (ABCC)	Ann English Tom Borer, Alternate	Board of Supervisors	2017-03-01	through present	Arizona	n/a	n/a	
Arizona City / County Management Association (ACMA)	Ed Gilligan Sharon Gilman Arlethe Rios	N/A			Phoenix	$571.00	$674.80	$346.00 Ed - Full Member $200.00 Sharon - Full Member $128.80 Arlethe - Associate Member
Arizona Counties Insurance Pool (ACIP)	Ed Gilligan	N/A				n/a	n/a	
Arizona Town Hall	Ann English Ed Gilligan	N/A		through present	Arizona	$200.00	$200.00	Due on date paid/not per fiscal year-paid 6.19
Arizona-Mexico Commission	Ann English	N/A	2015-07-15	through present	Phoenix	$250.00	$250.00	Due on date paid/not per fiscal year-paid 6.19
Board of Health	Ann English	Board of Supervisors		through present	Bisbee	n/a	n/a	
Cochise Conservation & Recharge Network (CCRN)	Tom Borer	Board of Supervisors	2013-06-01	through present	Cochise County	n/a	n/a	
Corrections Officer Retirement Plan (CORP) Local Board	Tom Borer	Board of Supervisors		through present	Bisbee	n/a	n/a	
CSA (County Supervisors Association)	Tom Borer Ann English Peggy Judd	N/A		through present	Phoenix	$62,293.00	$62,293.00	$55,593.00 Service Fee + $6,700 Building Maintenance Fund Assessment
CSA / County Managers Assoc & Natl Assoc of Cty Admin (NACA)	Ed Gilligan	N/A	2015-07-15	through present	Phoenix	$150.00	$150.00	Calendar Year Annual Managers Dues $100.00, NACA $50.00
CSA / Legislative Policy Committee (LPC)	Ann English	Board of Supervisors	2008-01-08	through present	Phoenix	n/a	n/a	Legal Fund $5000.00 - Still outstanding 8.18
Eastern Arizona Counties Organization	Peggy Judd	Board of Supervisors	October 2014	through present		$6,000.00	$6,000.00	Dues are paid at the end of the fiscal year. FY 2018-2019; letter/invoice sent on 4.15.19
Emergency Food and Shelter Program (EFSP) Local Board	Peggy Judd	Board of Supervisors		through present	Bisbee	n/a	n/a	In-kind administrative support
Homeland Security Regional Advisory Council Appointment - Region 5 (South)	Peggy Judd	Governor	2006-10-19	through present	Phoenix	n/a	n/a	
Huachuca 50	Tom Borer	Board of Supervisors	1905-06-24	through present	Sierra Vista	$200.00	$200.00	$27,000 IGA w/City of SV to lobby for Fort Huachuca Effective 7.9.19 - 7.9.21 7.2.19: Tom will check on $200.00 invoice
National Association of Counties (NACo)	Cathy Traywick Ann English, Alternate	N/A		through present	Washington, D.C.	$2,627.00	$2,627.00	
Public Lands Advisory Committee, **BOS Liaison**	Ann English	Board of Supervisors	2007-08-14	through present	Bisbee	n/a	n/a	
Public Safety Personnel Retirement System (PSPRS) Local Board	Tom Borer	Board of Supervisors		through present	Bisbee	n/a	n/a	
SAEDG Southeast Arizona Economic Development Group	Peggy Judd	Board of Supervisors	2018-03-13	through present	Bisbee	$150.00	$150.00	not invoiced yet
SEACAP SouthEastern Arizona Community Action Plan	Barbara Kennedy	Board of Supervisors	2020-02-11	until replaced	Safford	n/a	n/a	Barbara is the Public Primary Rep.
SEAGO Administrative Committee	Dan Coxworth	N/A	2007-07-01	through present	Bisbee	n/a	n/a	Part of SEAGO
SEAGO Executive Committee	Ann English	Board of Supervisors	2008-01-08	through present	Bisbee	$11,113.00	$11,113.00	
Sierra Vista Metropolitan Planning Organization (SVMPO)	Tom Borer Peggy Judd, Alternate	N/A	2013-10-22	through present	Sierra Vista	$363.00	$702.00	FY19-20: Boundaries were enlarged, therefore population increased and so did the County share
USPP Executive Committee	Tom Borer Ed Gilligan	N/A		through present	Sierra Vista	n/a	n/a	
USPP Partnership Advisory Commission	Tom Borer Ann English Peggy Judd	N/A		through present	Sierra Vista	n/a	n/a	
TOTALS:						$99,969.77	$100,412.57	
UNEXPENDED BALANCE:						$24,030.23	$23,587.43	

Consent 5.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date:	02/11/2020		
Grant Agreement with US Forest Service			
Submitted By:	Tod Linendoll, County Sheriff		
Department:	County Sheriff		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Tod Linendoll	**TITLE of PRESENTER:**	Sergeant
Mandated Function?:	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 Agreement #18-LE-11030500-003 between the USDA Forest Service and the Sheriff's Office, in the amount of $10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest, effective January 1, 2020, through December 31, 2020.

Background:

These agreements with the Forest Service are essentially an annual event. As in previous years, this year's agreement provides for the Forest Service to reimburse up to $10,000.00 in overtime, ERE and mileage for deputies to patrol the various recreation areas of the Coronado National Forest. This agreement has been approved by the County Attorney's Office.

Department's Next Steps (if approved):

Upon approval the agreements will be returned to the Forest Service and the Sheriff's Office will initiate patrols of the recreation areas in the Coronado National Forest

Impact of NOT Approving/Alternatives:

If not approved the Sheriff's Office will not be able to utilize this funding to conduct patrols of the Forest's recreation areas, thus requiring the expenditure of general fund money to respond to any law enforcement calls originating in those areas.

To BOS Staff: Document Disposition/Follow-Up:

Return both original signed copies of the agreement to the Sheriff's Office, so they can be forwarded to the Forest Service.

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

Grant Approval Form
US Forest Patrol Agreement

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.

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 13

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
18-LE-11030500-003		002

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Cheri Bowen, Patrol Captain Coronado National Forest, Supervisor's Office 300 W. Congress St. Tucson, AZ 85701	Cheri Bowen, Patrol Captain Coronado National Forest, Supervisor's Office 300 W. Congress St. Tucson, AZ 85701
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Mark Dannels, Sheriff Cochise County Sheriff's Office 205 N. Judd Dr. Bisbee, AZ 85603	N/A

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☒	CHANGE IN FUNDING: Add funding for 2020 NFLE0320/1360 $10,000.00
☐	ADMINISTRATIVE CHANGES:
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Establish 2020 Annual Operating and Financial Plan (AOP), Exhibit A, and increase funding for 2020, plus the 2019 carry-over.

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☒	Other: 2020 Annual Operating and Financial Plan (AOP)

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COOPERATOR SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): See Attached Signature Page		11.F. NAME (type or print): See Attached Signature Page	
11.G. TITLE (type or print):		11.H. TITLE (type or print):	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**	12.B. DATE SIGNED
EDDIE BELL U.S. Forest Service Grants & Agreements Specialist	

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 18-LE-11030500-003

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
COCHISE COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST

2020 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Cochise County Sheriff's Office, hereinafter referred to as the "Cooperator," and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #18-LE-11030500-003 executed on January 1, 2018. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2020 and ending December 31, 2020.

Previous Year Carry-over: $0.01
Current CY 2020 Obligation: $10,000.00
CY 2020 Total Annual Operating Plan: $10,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Dannels, Sheriff Cochise County Sheriff's Department Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-3517 Email: mdannels@cochise.az.gov	Name: Thad Smith, Chief Deputy Cochise County Sheriff's Department Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-7603 Email: tsmith@cochise.az.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cheri Bowen, Patrol Captain Coronado National Forest 300 W. Congress Tucson, AZ 85701 Telephone: 520-388-8430 FAX: 520-388-8431 Email: cheri.bowen@usda.gov	Eddie Bell, Grants Management Specialist Tonto National Forest 2324 E. McDowell Road Phoenix, AZ 85006 Telephone: (602) 694-1060 FAX: Email: eddie.bell@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at the prevailing rate depending on vehicle(s) used for patrols*

Wages (salaries + fringe benefits) will be reimbursed at the prevailing rates(s) based on current Cooperator pay plan*

*The Cooperator shall submit a current fleet/mileage rate and salary rate table (Attachment A) to accompany the CY 2020 Operating Plan; and any changes to fleet/mileage or salary rate(s) shall require a written notice to the U.S. Forest Service within 30 days of official change in rate(s).

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

U.S. Forest Service roads on the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (See Attachment B).

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Campgrounds, developed sites, and dispersed areas on the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (See Attachment B).

Total reimbursement for this category shall not exceed the amount of: $10,000.00. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: $10,000.00.

III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

   When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24 hour initial support time does not include travel time to and from the wildfire incident.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.

Upon request and concurrence by and between both Parties:

The Sheriff's Department shall:

a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.

b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.

c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

Cheri Bowen, Patrol Captain
U.S. Forest Service, LEI
Southern Arizona Zone
300 W. Congress Street
Tucson, AZ 85701

The Patrol Captain will review and approve the invoice, and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:

- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)
- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed*

*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.

b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.

c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the Current CY's Annual Operating Plan.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Billing frequency for sections II and IIIshall be quarterly, not to exceed $10,000.00.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$10,000.00	N/A
Special Enforcement Situations	$0.00	N/A
Total	**$10,000.00**	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

MARK DANNELS, Sheriff — Date
Cochise County Sheriff's Department

TOM BORER, Chairperson — Date
Cochise County Board of Supervisors

Attested by:

ARLETHE MORRISON, Clerk of the Board — Date

KERWIN S. DEWBERRY, Forest Supervisor — Date
U.S. Forest Service, Coronado National Forest

JAMES ALFORD, Special Agent in Charge — Date
U.S. Forest Service, Southwestern Region LE&I

The authority and format of this instrument have been reviewed and approved for signature.

EDDIE BELL — Date
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.
FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon
FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp
FR 209(4WD)-Mcgrew Springs, Guindani Canyon
FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon
FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn
FR 56-Miller Canyon, Clark Springs
FR 124- Clark Springs, near FR 56
FR 367- Hunter Canyon
FR 59- Ash/Lutz Canyon
FR 61- Montezuma Pass to Sunnyside Canyon
FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48
FR 48- Sycamore Springs/Canyon to Parker Canyon lake
FR 227-Sunnyside Canyon, intersects with FR 48
FR228- Scotia Canyon, Sunnyside Canyon
FR 771- Sutherland peak, Ida Canyon
S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon
FR 827- Manila Canyon- Ft Huachuca West gate
FR 202(4WD)- Korn Canyon, Brushy Canyon
FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon
FR 123- Pat Scott Canyon
FR 103- Granite Peak
FR 112- Blind Canyon
FR 113/105- Miller peak, Bond Springs
FR 110- Granite Peak, Bear Springs
FR 103/104- Ash and Lutz Canyons, Black Bear Springs

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)
FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345
FR 688 (4WD)- Stronghold Canyon West
FR 345- Middlemarch Road, Gordon Tank wash, Duran Well (4WD)
FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345
FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345
FR 84- Cochise Stronghold, East Stronghold Canyon, Jones Mountain.
FR 795 (4WD)- Carlink Spring, Kerwin Canyon, Broken Arrow Camp
FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Developed recreation site:

FR 84- East Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360
FR 360 (4WD)-Hog Canyon, intersects with FR 63
FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360 (Currently inaccessible).

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191
FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42
FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42
FR 713 (4WD)- intersects FR 42A, Ash Springs.
FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42
FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak
FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank
FR 356 –Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek
FR 41-West Turkey Creek, Sycamore, Intersects SR 181
FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon
FR 74E- Red Rock, Bathtub, Cypress Park
FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74

FR 717- Bruno Canyon, intersects with FR 74
FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)
All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovey Canyon
FR 275- Rattlesnake Canyon
FR 334- Centella Point
FR 243- Cima Park
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshoe Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Rucker Forest Camp
FR 41- Sycamore Campgrounds
FR 42- Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Campgrounds

Consent 6.

Regular Board of Supervisors Meeting **Elections**

Meeting Date:	02/11/2020		
Approve appointment /Resignation of Precinct Committeemen			
Submitted By:	Martha Rodriquez, Elections		
Department:	Elections		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):	N/A		
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	A.R.S §16-821 (B)

Information

Agenda Item Text:

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

Background:

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

Democrat:			
Karl J. Hallsten	2758 Raven Dr.	Sierra Vista, AZ 85650	27 SV
Buffalo Soldier			
Melissa A. Tschida	300 Duchess Drive	Sierra Vista, AZ 85635	30 SV Cloud
Republican:			
Sue Ann Dempsey	5851 E Blue Oak Ct	Hereford, AZ 85615	15 Hereford
Cindy L. Stevens	1540 Jasmin Dr.	Sierra Vista, AZ 85635	40 SV Town
& Country			
Resignation:			
Daniel R Morales Jr	757 3rd Street	Douglas, AZ 85607	11 DO Castro
Park			

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director of the outcome of this item.

Attachments

Dem-approvals

Rep-approvals

Rep Resignation

Precinct Committeeperson Appointment Form

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

For official date/time stamp only

RECEIVED
2020 JAN -6 A 9:18
COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

Party: ☒ Democrat ☐ Green ☐ Libertarian ☐ Republican

Precinct # 27 **Name:** Karl Hallsten

SV Buffalo Soldier

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

Hallsten — Karl — J.
Last Name — First Name — Middle Initial

2758 Raven DR.
Residence Address

Mailing Address (if different than above) karlhalls10@gmail.com

Sierra Vista — 85650 — 520-678-5544
City/Town — Zip Code — Telephone # — email Address

Karl Hallsten — 10/19/2019
Signature of Appointee or Resignee — Date

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

Elizabeth A. Reynolds — 10-19-19
Authorized Signature of Party Chair — Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: NMR Date: 1/6/2020 Years/Term of Office: 2019-2020

# of PC Positions Allotted: 5 # of Current PC Positions: 3

Date of BOS Meeting: 2/11/2020 Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

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

For official date/time stamp only

RECEIVED
2020 JAN -6 A 9:18
COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

Party: ☒ Democrat ☐ Green ☐ Libertarian ☐ Republican

Precinct # 30 SV Cloud

Name: _____

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

Tschida | Melissa | A
Last Name | First Name | Middle Initial

300 Duchess Drive
Residence Address

Mailing Address (if different than above)

Sierra Vista | 85635 | 7172530315 | mstschida2019@gmail.com
City/Town | Zip Code | Telephone # | email Address

Signature of Appointee or Resignee | 16 Nov 2019 Date

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

Elizabeth T. Taylor | 1-5-19
Authorized Signature of Party Chair | Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MLR Date: 1/6/2020

# of PC Positions Allotted: 3

Date of BOS Meeting: 2/11/2020

Years/Term of Office: 2019-2020

# of Current PC Positions: 0

Approval Recommended: (Yes) or No

Election Official | Date

Precinct Committeeperson Appointment Form

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

For official date/time stamp only
1/27/20 4:00 pm
in person

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

Precinct # 15 **Name:** Hereford

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

Dempsey Sue Ann
Last Name First Name Middle Initial

5551 E. Blue Oak Ct
Residence Address

PO Box 400
Mailing Address (if different than above)

Hereford, AZ 85615 520-803-1288 sadempsey84@gmail.com
City/Town Zip Code Telephone # email Address

Sue Ann Dempsey 25 Jan 2020
Signature of Appointee or Resignee Date

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

R Montgomery 1-29-2020
Authorized Signature of Party Chair Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MR Date: 1/30/2020 Years/Term of Office: 2019-2020

# of PC Positions Allotted: 8 # of Current PC Positions: 7

Date of BOS Meeting: 2/11/2020 Approval Recommended: (Yes) or No

Election Official Date

Precinct Committeeperson Appointment Form

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

For official date/time stamp only
RECEIVED
2020 JAN -9 P 3:59
COCHISE COUNTY
ELECTIONS AND
SPECIAL DISTRICTS

Party: ___ **Democrat** ___ **Green** ___ **Libertarian** X **Republican**

Precinct # 40 **Name:** SV Town & Country

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

Stevens	Cindy	L
Last Name	First Name	Middle Initial

1540 JASMIN DR
Residence Address

Mailing Address (if different than above)

Sierra Vista	85635	520-559-3440	Stevci@Live.com
City/Town	Zip Code	Telephone #	email Address

Cindy L Stevens — July 21, 2019
Signature of Appointee or Resignee — Date

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

T Montoya — 8-15-19
Authorized Signature of Party Chair — Date

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MRR Date: 1-9-2020
Years/Term of Office: 2019-2020
# of PC Positions Allotted: 8
# of Current PC Positions: 6
Date of BOS Meeting: 2-11-2020
Approval Recommended: Yes or No

Election Official — Date

Precinct Committeeperson Appointment Form

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

For official date/time stamp only
1/29/20 4:00 pm
in person

Party: ☐ Democrat ☐ Green ☐ Libertarian ☒ Republican

Precinct # 11 **Name:** DO CASTRO PARK

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

MORALES, JR	DANIEL	R
Last Name	First Name	Middle Initial

757 3RD STREET
Residence Address

Mailing Address (if different than above)

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

Signature of Appointee or Resignee — Date: 12/14/2020

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

Authorized Signature of Party Chair — Date: 1-22-2020

FOR COCHISE COUNTY ELECTION DEPARTMENT USE ONLY:

VR Verified by: MR Date: 1/30/2020
Years/Term of Office: 2019-2020
# of PC Positions Allotted: 2
# of Current PC Positions: 1
Date of BOS Meeting: 2/11/2020
Approval Recommended: Yes or No
RESIGNATION

Election Official — Date

Consent 7.

Regular Board of Supervisors Meeting **Emergency Services**

Meeting Date:	02/11/2020		
SHSGP 2018 Re-allocation Allotment			
Submitted By:	Gabriel Lavine, Emergency Services		
Department:	Emergency Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
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 sub-recipient agreement with the Arizona State Department of Homeland Security to accept $9,785 in re-allocated FY18 grant funds for use with the FY19 Countywide Technical Rescue Equipment Grant.

Background:

These FY18 funds are federal homeland security grant funds re-allocated to partially funded FY19 state homeland security projects. The equipment purchased will be used by local fire departments to respond to complex technical rescue incidents. There is no cost match and all expenditures are 100% reimbursable.

Department's Next Steps (if approved):

Purchase and distribute equipment.

Impact of NOT Approving/Alternatives:

Funds will be reallocated to another county and Cochise County will be less likely to receive competitive grant funding in the future.

To BOS Staff: Document Disposition/Follow-Up:

Please sign 2 copies and return to Gabe Lavine in OES.

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

2019 SHSGP Agreement - TRT

SUBRECIPIENT AGREEMENT - REALLOCATION

18-AZDOHS-HSGP-180400-02

Between

The Arizona Department of Homeland Security

And

Cochise County Office of Emergency Services (DUNS# 020126041)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

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

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **January 1, 2020** and shall terminate on **December 31, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"Regional Technical Rescue Equipment"** and funded at **$9,785** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

a. Provide up to **$9,785** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov*.

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

a) P25 standards;
b) SAFECOM Guidance;
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

   a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *www.azdohs.gov*. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

   a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

   b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov*.

f) Equipment Record Retention
   a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov*. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

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

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)
Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation
All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension
The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances
Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement
The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act
All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article AE - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AF - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving
All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

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

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. 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, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) 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.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

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

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Consent 8.

Regular Board of Supervisors Meeting **Finance**

Meeting Date:	02/11/2020		
Demands			
Submitted By:	Amy Langer, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

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

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

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

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

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

Budget Information

Information about available funds

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

Demands

Demands 2/6/2020
Date Range 01/24/20-02/06/20
Warrant Range 38310-38586

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38310	01/30/2020	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	(1,400.00)
38311	01/30/2020	A+ Language Services	1350 - Legal Defender	100 General Fund	(350.00)
38312	01/30/2020	Academic Choir Apparel	0810 - Court Administration	100 General Fund	(319.00)
38313	01/30/2020	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	(319.54)
38314	01/30/2020	Appliance Mart	3000 - Sheriff	203 Jail Enhancement	(1,145.50)
38315	01/30/2020	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	(88.00)
38315	01/30/2020	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	(188.00)
38315	01/30/2020	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	(336.00)
38316	01/30/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	(8,520.94)
38317	01/30/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	(240.76)
38318	01/30/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	(979.03)
38319	01/30/2020	Armstrong Consultants, Inc.	2000 - Airport Operations	105 Bisbee/Douglas Airport	(55,318.50)
38320	01/30/2020	Arnold Machinery Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(130.86)
38321	01/30/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	(120.53)
38322	01/30/2020	Baker & Taylor, LLC	8000 - County Library District	171 County Library	(701.62)
38322	01/30/2020	Baker & Taylor, LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	(894.78)
38323	01/30/2020	Barnett's Towing LLC	1750 - Fleet Management	100 General Fund	(402.50)
38324	01/30/2020	Bear Cat Manufacturing, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,132.75)
38325	01/30/2020	Benjamin Supply Inc.	3000 - Sheriff	203 Jail Enhancement	(519.76)
38326	01/30/2020	Bisbee NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,544.33)
38326	01/30/2020	Bisbee NAPA	1750 - Fleet Management	109 Fleet Management	(2,972.15)
38326	01/30/2020	Bisbee NAPA	2100 - Facilities Management	100 General Fund	(214.81)
38327	01/30/2020	Blackstone Audio, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	(257.22)
38328	01/30/2020	BLR (Business & Legal Resources)	0810 - Court Administration	100 General Fund	(584.89)
38329	01/30/2020	Bug-Wiser Exterminating, Inc.	3000 - Sheriff	100 General Fund	(180.00)
38330	01/30/2020	C & C Manufacturing LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(304.22)
38331	01/30/2020	Carlos Casares	0910 - Justice Court 1	100 General Fund	(63.00)
38332	01/30/2020	CDW LLC	1800 - IT/Communications	100 General Fund	(4,199.62)
38332	01/30/2020	CDW LLC	1800 - IT/Communications	505 Solid Waste	(4,571.62)
38333	01/30/2020	CEMEX Construction Materials South, LLC	4010 - Highway Dept Administration	251 Highway Fund	(1,014.16)
38334	01/30/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	(3,188.67)
38334	01/30/2020	CenturyLink Communications	8000 - County Library District	171 County Library	(1,467.15)
38335	01/30/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	(2,285.18)
38336	01/30/2020	CenturyLink Communications	0910 - Justice Court 1	100 General Fund	(40.28)
38336	01/30/2020	CenturyLink Communications	0920 - Justice Court 2	100 General Fund	(69.26)
38336	01/30/2020	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	(303.00)
38336	01/30/2020	CenturyLink Communications	1750 - Fleet Management	109 Fleet Management	(42.58)
38336	01/30/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	(6,368.32)
38336	01/30/2020	CenturyLink Communications	2100 - Facilities Management	105 Bisbee/Douglas Airport	(182.20)
38336	01/30/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	(594.76)
38336	01/30/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	(458.20)
38337	01/30/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	(287.20)
38338	01/30/2020	City of Sierra Vista	2100 - Facilities Management	100 General Fund	(484.05)
38339	01/30/2020	Cochise Lock and Safe, Inc.	0810 - Court Administration	151 Law Library	(120.00)
38340	01/30/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	(56,942.00)
38341	01/30/2020	Complete Aviation Fuel Systems	2000 - Airport Operations	105 Bisbee/Douglas Airport	(1,900.74)
38342	01/30/2020	Deluxe Business Forms	0200 - Treasurer	100 General Fund	(159.74)
38343	01/30/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	(105.80)
38344	01/30/2020	Direct TV	3000 - Sheriff	208 Sheriff Inmate Welfare	(74.63)
38345	01/30/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(49,886.39)
38346	01/30/2020	Federal Express Corporation	3000 - Sheriff	100 General Fund	(56.93)
38347	01/30/2020	Gasper, Jo Ann	0810 - Court Administration	100 General Fund	(16.82)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38348	01/30/2020	Harris Systems USA, Inc.	0300 - Assessor	100 General Fund	(22,858.08)
38349	01/30/2020	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,238.82)
38350	01/30/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	(853.00)
38351	01/30/2020	Jixiang (Jennifer) Huang	0810 - Court Administration	100 General Fund	(361.36)
38352	01/30/2020	Hubble, Anthony D	0810 - Court Administration	549 Probate Fees	(250.00)
38353	01/30/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	(615.25)
38354	01/30/2020	Johnson, Gregory L.	1900 - Development Services	100 General Fund	(202.92)
38355	01/30/2020	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	(1,000.00)
38356	01/30/2020	KE&G Construction Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	(23,528.27)
38357	01/30/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	(9,285.86)
38358	01/30/2020	Lawley Motors LLC	1750 - Fleet Management	100 General Fund	(3,364.70)
38359	01/30/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(451.13)
38359	01/30/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	(2,401.80)
38359	01/30/2020	Mack's Auto Parts Inc	1760 - Fleet - Capital	109 Fleet Management	(10.07)
38360	01/30/2020	Mahaney, Jamie	4010 - Highway Dept Administration	251 Highway Fund	(100.00)
38361	01/30/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	(88.40)
38362	01/30/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	(3,390.84)
38363	01/30/2020	Mohawk Automotive Lifts Southwest	1750 - Fleet Management	109 Fleet Management	(1,884.64)
38364	01/30/2020	Motorola Solutions Inc	3000 - Sheriff	201 Stonegarden Program	(148,807.50)
38365	01/30/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	(747.60)
38366	01/30/2020	O'Rielly Chevrolet, Inc.	1750 - Fleet Management	109 Fleet Management	(2,192.63)
38367	01/30/2020	OverDrive, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	(495.25)
38367	01/30/2020	OverDrive, Inc.	8000 - County Library District	176 Library LSTA Grants	(665.03)
38368	01/30/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(526.51)
38368	01/30/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	(608.28)
38369	01/30/2020	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(5,889.73)
38370	01/30/2020	Red Eye Radiator and DPF Specialists LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(162.61)
38371	01/30/2020	Relda LLC dba Dermatec	3000 - Sheriff	100 General Fund	(961.99)
38372	01/30/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(7,426.95)
38373	01/30/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	(1,241.34)
38374	01/30/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	(871.20)
38375	01/30/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(28,288.25)
38375	01/30/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	(26,950.91)
38376	01/30/2020	Sheakley Pension Administration Inc.	2200 - Human Resources	501 Cochise Combined Trust	(544.50)
38377	01/30/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,514.94)
38378	01/30/2020	Barbara Kaye Smith	0810 - Court Administration	100 General Fund	(616.00)
38379	01/30/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	(627.01)
38380	01/30/2020	Stericycle Inc.	3000 - Sheriff	100 General Fund	(2,066.18)
38381	01/30/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	(3,876.45)
38381	01/30/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	(1,190.74)
38382	01/30/2020	Thomson West	0810 - Court Administration	100 General Fund	(387.26)
38383	01/30/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	(109.19)
38384	01/30/2020	Voyager Fleet System, Inc.	1750 - Fleet Management	109 Fleet Management	(5,838.01)
38385	01/30/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	(2,036.22)
38386	01/30/2020	W W Grainger Inc	2100 - Facilities Management	100 General Fund	(199.78)
38387	01/30/2020	W W Grainger Inc	2100 - Facilities Management	100 General Fund	(1,181.58)
38388	01/30/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	(6,585.56)
38389	01/30/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	(1,351.46)
38390	01/30/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	(1,270.63)
38390	01/30/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	(1,690.22)
38391	01/30/2020	West Press	0810 - Court Administration	100 General Fund	(767.47)
38392	01/30/2020	Western Detention Products, Inc.	3000 - Sheriff	203 Jail Enhancement	(1,756.10)
38393	01/30/2020	Wick Communications	3000 - Sheriff	100 General Fund	(41.60)
38393	01/30/2020	Wick Communications	8000 - County Library District	171 County Library	(36.40)
38394	01/30/2020	WilliamsRDM, Inc.	3000 - Sheriff	570 GIITEM	(17,992.40)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38395	01/30/2020	Cochise County Justice Court #1	0910 - Justice Court 1	100 General Fund	(200.00)
38396	01/30/2020	Cochise County Justice Court #1	0910 - Justice Court 1	100 General Fund	(100.00)
38397	01/30/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	(1,102.50)
38398	01/30/2020	Arizona State Forestry Division	0940 - Justice Court 4	100 General Fund	(20.00)
38399	01/30/2020	CITY OF WILLCOX	0940 - Justice Court 4	100 General Fund	(100.00)
38400	01/30/2020	Cochise County Clerk of Superior Court	0910 - Justice Court 1	100 General Fund	(2,500.00)
38400	01/30/2020	Cochise County Clerk of Superior Court	0950 - Justice Court 5	100 General Fund	(1,500.00)
38401	01/30/2020	Farmers Insurance	0950 - Justice Court 5	100 General Fund	(25.00)
38402	01/30/2020	Ramon Guerrero	0920 - Justice Court 2	100 General Fund	(200.00)
38403	01/30/2020	Jennings, Jeffrey	0950 - Justice Court 5	100 General Fund	(16.81)
38404	01/30/2020	Alistar McEwan	0950 - Justice Court 5	100 General Fund	(25.00)
38405	01/30/2020	Jaime Nieto	0920 - Justice Court 2	100 General Fund	(475.00)
38406	01/30/2020	North Mesa Justice Court	0950 - Justice Court 5	100 General Fund	(500.00)
38407	01/30/2020	Progressive Insurance	0950 - Justice Court 5	100 General Fund	(507.56)
38408	01/30/2020	Maria Villegas	0950 - Justice Court 5	100 General Fund	(3,000.00)
38409	01/30/2020	Walmart	0950 - Justice Court 5	100 General Fund	(50.00)
38410	02/06/2020	A Check America	2200 - Human Resources	100 General Fund	(120.50)
38411	02/06/2020	AB STAFFING SOLUTIONS, LLC	5000 - Health Dept	100 General Fund	(1,650.00)
38412	02/06/2020	Acosta, David A	4010 - Highway Dept Administration	251 Highway Fund	(100.00)
38413	02/06/2020	Alex Espinosa's Bisbee Funeral Home	5000 - Health Dept	100 General Fund	(1,157.00)
38414	02/06/2020	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	(792.16)
38415	02/06/2020	AMCS Group Inc.	7000 - Solid Waste	505 Solid Waste	(11,746.32)
38416	02/06/2020	Arizona Association of Counties	0300 - Assessor	100 General Fund	(250.00)
38417	02/06/2020	Arizona County Directors of Health Assoc. (ACDONA)	5000 - Health Dept	100 General Fund	(200.00)
38418	02/06/2020	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(80.16)
38418	02/06/2020	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	(20.16)
38418	02/06/2020	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	(37.76)
38418	02/06/2020	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	(200.58)
38419	02/06/2020	Arizona Department of Economic Security	2200 - Human Resources	100 General Fund	(3,721.00)
38420	02/06/2020	Arizona Department of Revenue	0300 - Assessor	100 General Fund	(570.00)
38421	02/06/2020	Arizona Department of Transportation	1750 - Fleet Management	109 Fleet Management	(2,115.12)
38422	02/06/2020	Arizona Justice of the Peace Association	0920 - Justice Court 2	100 General Fund	(100.00)
38422	02/06/2020	Arizona Justice of the Peace Association	0940 - Justice Court 4	100 General Fund	(100.00)
38423	02/06/2020	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	(298.88)
38424	02/06/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	(24,016.79)
38424	02/06/2020	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	(2,126.47)
38424	02/06/2020	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	(953.44)
38424	02/06/2020	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	(955.95)
38425	02/06/2020	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	(4,220.81)
38426	02/06/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	(26.60)
38427	02/06/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	(2,422.50)
38428	02/06/2020	August, Kimberly Ann	0810 - Court Administration	100 General Fund	(200.00)
38429	02/06/2020	Azam, Syed T.	5000 - Health Dept	100 General Fund	(750.00)
38429	02/06/2020	Azam, Syed T.	5000 - Health Dept	234 TB Control	(500.00)
38430	02/06/2020	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(60.50)
38431	02/06/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	(49.48)
38432	02/06/2020	Baker & Taylor, LLC	8000 - County Library District	171 County Library	(503.11)
38432	02/06/2020	Baker & Taylor, LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	(684.52)
38433	02/06/2020	Bank of America	1600 - Finance	100 General Fund	(118,783.50)
38434	02/06/2020	Banner-University Physicians Healthcare, Inc.	0810 - Court Administration	100 General Fund	(500.00)
38435	02/06/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	(1,152.69)
38435	02/06/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	216 SEACOM Operations	(103.26)
38436	02/06/2020	Benjamin Supply Inc.	3000 - Sheriff	203 Jail Enhancement	(1,436.70)
38437	02/06/2020	Benson, City of	4010 - Highway Dept Administration	251 Highway Fund	(344.20)
38438	02/06/2020	BI Incorporated	1200 - Juvenile Court Services	555 Juvenile Treatment Svcs	(793.57)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38439	02/06/2020	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(25.95)
38439	02/06/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	(1,167.48)
38439	02/06/2020	Bisbee Napa	1760 - Fleet - Capital	109 Fleet Management	(202.76)
38439	02/06/2020	Bisbee Napa	2100 - Facilities Management	100 General Fund	(128.44)
38440	02/06/2020	Blue 360 Media, LLC	0930 - Justice Court 3	100 General Fund	(117.13)
38441	02/06/2020	Bob Barker Company, Inc.	1220 - Juvenile Detention	100 General Fund	(244.85)
38442	02/06/2020	Borer, Thomas Edward	0100 - Board of Supervisors	100 General Fund	(584.06)
38443	02/06/2020	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	(90.96)
38443	02/06/2020	Bowie Water Improvement District	4010 - Highway Dept Administration	251 Highway Fund	(45.48)
38444	02/06/2020	Pamela Brambert PC	3000 - Sheriff	207 Sheriff Donations Fund	(145.00)
38445	02/06/2020	Budget Towing	3000 - Sheriff	100 General Fund	(2,506.00)
38446	02/06/2020	C & C Manufacturing LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(363.78)
38447	02/06/2020	Canyon Vista Medical Center	5000 - Health Dept	100 General Fund	(3,600.00)
38448	02/06/2020	Carahsoft Technology Corporation	1300 - Public Defender	104 Aid to Indigent Defense	(879.94)
38449	02/06/2020	Cengage Learning, Inc. dba GALE	8000 - County Library District	171 County Library	(250.90)
38450	02/06/2020	CenturyLink Communications	0700 - Clerk of the Superior Court	100 General Fund	(202.23)
38450	02/06/2020	CenturyLink Communications	1100 - Adult Probation	100 General Fund	(444.60)
38450	02/06/2020	CenturyLink Communications	1200 - Juvenile Court Services	100 General Fund	(189.05)
38450	02/06/2020	CenturyLink Communications	2100 - Facilities Management	100 General Fund	(8.85)
38450	02/06/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	(69.94)
38450	02/06/2020	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	(66.94)
38450	02/06/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	(163.39)
38451	02/06/2020	Cintas Corporation No. 445	4010 - Highway Dept Administration	251 Highway Fund	(3,625.72)
38451	02/06/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	(280.36)
38452	02/06/2020	City of Bisbee	2100 - Facilities Management	100 General Fund	(7,446.51)
38453	02/06/2020	City of Tombstone	4010 - Highway Dept Administration	251 Highway Fund	(1,521.68)
38454	02/06/2020	Clear Springs Utility, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(178.14)
38455	02/06/2020	Cloud, Shelly R.	0810 - Court Administration	549 Probate Fees	(250.00)
38456	02/06/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	(199.58)
38457	02/06/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	(30,839.00)
38458	02/06/2020	Cochise Supplies, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(28.02)
38459	02/06/2020	Community Bridges, Inc.	5000 - Health Dept	100 General Fund	(11,550.00)
38460	02/06/2020	Contract Pharmacy Services, Inc.	5000 - Health Dept	100 General Fund	(7,607.41)
38461	02/06/2020	Cool Dreams Window Tinting	1750 - Fleet Management	109 Fleet Management	(380.00)
38462	02/06/2020	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	(405.92)
38463	02/06/2020	Cordova, Alecando	4010 - Highway Dept Administration	251 Highway Fund	(100.00)
38464	02/06/2020	Crafco, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(21,938.46)
38465	02/06/2020	Crawford Supply Co	3000 - Sheriff	208 Sheriff Inmate Welfare	(47.52)
38466	02/06/2020	Culligan of Tucson	0700 - Clerk of the Superior Court	100 General Fund	(140.49)
38466	02/06/2020	Culligan of Tucson	0810 - Court Administration	100 General Fund	(155.76)
38466	02/06/2020	Culligan of Tucson	0810 - Court Administration	161 Local Court Assist Fund	(45.11)
38467	02/06/2020	Dease, Iona	1200 - Juvenile Court Services	154 Juv.Prob. Family Counsel	(540.00)
38468	02/06/2020	Deluxe Business Forms	1600 - Finance	100 General Fund	(64.64)
38469	02/06/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	(72.80)
38470	02/06/2020	Diamondback Shooting Sports Inc	1100 - Adult Probation	100 General Fund	(697.80)
38471	02/06/2020	Dietzel, Paul E	0100 - Board of Supervisors	100 General Fund	(100.00)
38472	02/06/2020	Douglas, City of	2100 - Facilities Management	100 General Fund	(149.19)
38472	02/06/2020	Douglas, City of	7000 - Solid Waste	505 Solid Waste	(37.92)
38473	02/06/2020	Elfrida Water Improvement District	2100 - Facilities Management	100 General Fund	(32.66)
38474	02/06/2020	English, Ann S.	0100 - Board of Supervisors	100 General Fund	(996.51)
38475	02/06/2020	EZ-Liner Industries	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(5,093.76)
38476	02/06/2020	Fedko Emergency Physicians, LLC	5000 - Health Dept	100 General Fund	(136.59)
38477	02/06/2020	Ferguson Enterprises, Inc.	2100 - Facilities Management	100 General Fund	(91.71)
38478	02/06/2020	Fry Fire District	5000 - Health Dept	224 Az Prescription Drug Overdo	(85.41)
38479	02/06/2020	Griffith, David Bruce	0100 - Board of Supervisors	100 General Fund	(8,200.00)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38480	02/06/2020	Griffith, John W	0100 - Board of Supervisors	100 General Fund	(500.00)
38481	02/06/2020	Hatfield Funeral Home	5000 - Health Dept	100 General Fund	(960.00)
38482	02/06/2020	Health Management Associates, Inc.	5000 - Health Dept	221 Public Health Accreditation	(4,495.00)
38483	02/06/2020	Helm, Livesay, & Worthington, Ltd	1600 - Finance	100 General Fund	(5.37)
38484	02/06/2020	Hernandez, Dany	1200 - Juvenile Court Services	100 General Fund	(315.36)
38485	02/06/2020	High Desert Clinic Urgent & Occupational Care, LLC	0100 - Board of Supervisors	100 General Fund	(130.00)
38485	02/06/2020	High Desert Clinic Urgent & Occupational Care, LLC	0100 - Board of Supervisors	251 Highway Fund	(80.00)
38486	02/06/2020	HOV Services Inc/Lason Systems	0700 - Clerk of the Superior Court	100 General Fund	(106.58)
38487	02/06/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	(1,025.75)
38488	02/06/2020	IronHawk Elevator LLC	2100 - Facilities Management	100 General Fund	(350.00)
38489	02/06/2020	JE Fuller Hydrology & Geomorphology, Inc.	4110 - Engineering & Natural Resources	258 Recharge & Monitoring Proje	(1,907.38)
38490	02/06/2020	Jellison Law Offices, PLLC	0100 - Board of Supervisors	100 General Fund	(7,200.00)
38491	02/06/2020	Jensen's Sierra Vista Mortuary	5000 - Health Dept	100 General Fund	(1,280.00)
38492	02/06/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	(2,443.60)
38493	02/06/2020	Robert C. Kirschmann Jr.	1900 - Development Services	100 General Fund	(16.74)
38494	02/06/2020	John Kocevar	0940 - Justice Court 4	100 General Fund	(50.00)
38495	02/06/2020	Law Office of Janelle A. McEachern	0100 - Board of Supervisors	100 General Fund	(500.00)
38496	02/06/2020	Law Office of Joan M Sacramento	0100 - Board of Supervisors	100 General Fund	(1,200.00)
38497	02/06/2020	Law Office of Joan M Sacramento	0810 - Court Administration	549 Probate Fees	(350.00)
38498	02/06/2020	Law Office of Stephanie C. Stoltman	0100 - Board of Supervisors	100 General Fund	(4,776.12)
38499	02/06/2020	Lawley's Team Ford Kia	1750 - Fleet Management	109 Fleet Management	(116.21)
38500	02/06/2020	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	(32.00)
38501	02/06/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(159.98)
38501	02/06/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	(254.00)
38502	02/06/2020	MDIG of Arizona, LLC	5000 - Health Dept	100 General Fund	(354.23)
38503	02/06/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	(1,403.33)
38504	02/06/2020	Mindful Lactation	5000 - Health Dept	227 Breastfeeding Counseling Se	(345.00)
38505	02/06/2020	Mullinax, Chris	2200 - Human Resources	501 Cochise Combined Trust	(750.00)
38506	02/06/2020	National Tactical Officers Association	3000 - Sheriff	100 General Fund	(665.00)
38507	02/06/2020	K Nicholson, Julie K. dba Accurate Transcription	0810 - Court Administration	100 General Fund	(154.50)
38508	02/06/2020	Norwood Equipment Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(356.79)
38509	02/06/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	(975.00)
38510	02/06/2020	O'Rielly Chevrolet, Inc.	1750 - Fleet Management	109 Fleet Management	(555.99)
38511	02/06/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	(105.00)
38512	02/06/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(116.46)
38512	02/06/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	(16.64)
38513	02/06/2020	Pueblo del Sol Water Company	4010 - Highway Dept Administration	251 Highway Fund	(120.35)
38514	02/06/2020	Ross, Ramiro	0810 - Court Administration	100 General Fund	(4.18)
38515	02/06/2020	Runbeck Election Services Inc.	0400 - Recorder	100 General Fund	(60,011.79)
38516	02/06/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,911.17)
38517	02/06/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	(708.63)
38517	02/06/2020	Safelite Autoglass Corp.	1750 - Fleet Management	109 Fleet Management	(39.95)
38517	02/06/2020	Safelite Autoglass Corp.	1750 - Fleet Management	251 Highway Fund	(349.23)
38517	02/06/2020	Safelite Autoglass Corp.	1750 - Fleet Management	505 Solid Waste	(175.24)
38518	02/06/2020	Saul's Creek Engineering, Inc.	0400 - Recorder	100 General Fund	(800.00)
38519	02/06/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	(1,300.00)
38520	02/06/2020	Servicemaster Commercial Cleaning Services, LLC	2100 - Facilities Management	216 SEACOM Operations	(1,845.00)
38521	02/06/2020	Virginia A Shreve	0810 - Court Administration	549 Probate Fees	(250.00)
38522	02/06/2020	Southwest Desert Images, LLC	2100 - Facilities Management	100 General Fund	(23,905.00)
38523	02/06/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	(1,503.34)
38523	02/06/2020	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	(1,545.67)
38524	02/06/2020	Sparkletts	0100 - Board of Supervisors	100 General Fund	(55.88)
38524	02/06/2020	Sparkletts	0910 - Justice Court 1	100 General Fund	(64.37)
38524	02/06/2020	Sparkletts	1800 - IT/Communications	100 General Fund	(88.04)
38524	02/06/2020	Sparkletts	8000 - County Library District	171 County Library	(40.60)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38525	02/06/2020	Stan's Fence Co., Inc.	2100 - Facilities Management	400 County Capital Projects	(19,777.00)
38526	02/06/2020	Stericycle Inc.	1220 - Juvenile Detention	100 General Fund	(516.36)
38526	02/06/2020	Stericycle Inc.	5000 - Health Dept	100 General Fund	(1,190.55)
38527	02/06/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1800 - IT/Communications	100 General Fund	(593.92)
38527	02/06/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	(561.23)
38527	02/06/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(1,070.43)
38527	02/06/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	(172.48)
38528	02/06/2020	Synergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(23,499.45)
38528	02/06/2020	Synergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	(849.86)
38529	02/06/2020	Synergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	(11,962.41)
38530	02/06/2020	Technical Resource Management, Inc.	1200 - Juvenile Court Services	100 General Fund	(51.90)
38531	02/06/2020	Technical Resource Management, Inc.	1100 - Adult Probation	149 Adult Prob.Comm.Punishmn	(2,118.35)
38532	02/06/2020	Templeman, Douglas D	0810 - Court Administration	100 General Fund	(59.16)
38533	02/06/2020	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	(519.42)
38533	02/06/2020	The Bisbee Observer LLC	2200 - Human Resources	100 General Fund	(252.66)
38534	02/06/2020	The W Law Firm PLLC	0100 - Board of Supervisors	100 General Fund	(8,190.00)
38535	02/06/2020	Thomson West	0810 - Court Administration	151 Law Library	(622.52)
38536	02/06/2020	Those Guys Auto	1750 - Fleet Management	100 General Fund	(1,989.32)
38537	02/06/2020	Trinity Services Group, Inc.	1220 - Juvenile Detention	100 General Fund	(4,349.65)
38537	02/06/2020	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	(44,759.32)
38538	02/06/2020	Tucson Orthopaedic Institute PC	5000 - Health Dept	100 General Fund	(53.68)
38539	02/06/2020	Two Broke Veterans dba Tail Topia	3000 - Sheriff	205 Sheriff Law Enforcement (RI(	(609.00)
38540	02/06/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	(36.19)
38540	02/06/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	208 Sheriff Inmate Welfare	(79.90)
38540	02/06/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	(547.24)
38541	02/06/2020	Verizon Wireless	3000 - Sheriff	100 General Fund	(11,705.55)
38541	02/06/2020	Verizon Wireless	3000 - Sheriff	200 Financial Crimes Unit	(536.74)
38541	02/06/2020	Verizon Wireless	3000 - Sheriff	202 HIDTA	(231.00)
38541	02/06/2020	Verizon Wireless	3000 - Sheriff	205 Sheriff Law Enforcement (RI(	(925.93)
38542	02/06/2020	W W Grainger Inc	5000 - Health Dept	218 Homeland Security Grants	(4,316.87)
38543	02/06/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	(2,660.95)
38544	02/06/2020	Waste Management of Arizona, Inc.	2100 - Facilities Management	100 General Fund	(174.96)
38544	02/06/2020	Waste Management of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	(447.55)
38544	02/06/2020	Waste Management of Arizona, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(613.72)
38545	02/06/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	(845.82)
38546	02/06/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	(994.10)
38546	02/06/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	(1,000.29)
38547	02/06/2020	We Frame It	0810 - Court Administration	100 General Fund	(615.20)
38548	02/06/2020	Wells, Doris K.	1800 - IT/Communications	100 General Fund	(1,245.50)
38549	02/06/2020	West Press	0100 - Board of Supervisors	100 General Fund	(43.81)
38549	02/06/2020	West Press	0500 - Elections	100 General Fund	(1,941.86)
38549	02/06/2020	West Press	1900 - Development Services	100 General Fund	(456.58)
38549	02/06/2020	West Press	3000 - Sheriff	100 General Fund	(86.74)
38550	02/06/2020	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	(806.00)
38551	02/06/2020	Wick Communications	0700 - Clerk of the Superior Court	100 General Fund	(446.01)
38552	02/06/2020	Willcox, City of	4010 - Highway Dept Administration	251 Highway Fund	(439.91)
38552	02/06/2020	Willcox, City of	7000 - Solid Waste	505 Solid Waste	(144.37)
38553	02/06/2020	WilliamsRDM, Inc.	3000 - Sheriff	570 GIITEM	(4,498.10)
38554	02/06/2020	Young, Chris D	0100 - Board of Supervisors	100 General Fund	(200.00)
38555	02/06/2020	Arizona Justice of the Peace Association	0810 - Court Administration	100 General Fund	(100.00)
38556	02/06/2020	Christopher Cazares	1300 - Public Defender	100 General Fund	(505.00)
38557	02/06/2020	Chiricahua Community Health Centers, INC	1220 - Juvenile Detention	100 General Fund	(147.52)
38558	02/06/2020	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	(1,321.44)
38558	02/06/2020	Cochise County Sheriff's Department	3000 - Sheriff	205 Sheriff Law Enforcement (RI(	(27.94)
38559	02/06/2020	Dominy, Mason	3000 - Sheriff	100 General Fund	(700.00)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38560	02/06/2020	Hathaway, Andrew	3000 - Sheriff	100 General Fund	(700.00)
38561	02/06/2020	National Association for Court Management	0810 - Court Administration	100 General Fund	(135.00)
38562	02/06/2020	Adam, Connie	0950 - Justice Court 5	100 General Fund	(4.92)
38563	02/06/2020	Riley Anderson	0930 - Justice Court 3	100 General Fund	(100.00)
38564	02/06/2020	Arizona Department of Transportation	0930 - Justice Court 3	100 General Fund	(14.00)
38565	02/06/2020	Elizabeth A. Babcock-Atkinson	0950 - Justice Court 5	100 General Fund	(5,000.00)
38566	02/06/2020	Alice Ban	0940 - Justice Court 4	100 General Fund	(25.00)
38567	02/06/2020	Circle K Store	0920 - Justice Court 2	100 General Fund	(42.02)
38568	02/06/2020	City of Sierra Vista	0950 - Justice Court 5	100 General Fund	(50.00)
38569	02/06/2020	Coulter, Billy E	0950 - Justice Court 5	100 General Fund	(21.01)
38570	02/06/2020	Ana Diaz	0920 - Justice Court 2	100 General Fund	(25.21)
38571	02/06/2020	Vicky Dominguez	0920 - Justice Court 2	100 General Fund	(50.00)
38572	02/06/2020	Lena Estavillo	0930 - Justice Court 3	100 General Fund	(25.00)
38573	02/06/2020	Jose Adrian Gonzalez Narvaez	0810 - Court Administration	100 General Fund	(1,339.60)
38574	02/06/2020	Laplante, Pamela	0940 - Justice Court 4	100 General Fund	(48.97)
38575	02/06/2020	Llanes, Luz	0920 - Justice Court 2	100 General Fund	(30.00)
38576	02/06/2020	McCarty, Allen	0950 - Justice Court 5	100 General Fund	(126.05)
38577	02/06/2020	Arturo Z. Noriega	0920 - Justice Court 2	100 General Fund	(25.10)
38578	02/06/2020	Pesina, Francisco	0940 - Justice Court 4	100 General Fund	(100.00)
38579	02/06/2020	Safeway Loss Prevention	0930 - Justice Court 3	100 General Fund	(20.00)
38580	02/06/2020	Jonathan E. Smith	0940 - Justice Court 4	100 General Fund	(50.00)
38581	02/06/2020	Rosalva Smith	0920 - Justice Court 2	100 General Fund	(100.00)
38582	02/06/2020	Christopher Thompson	0950 - Justice Court 5	100 General Fund	(40.00)
38583	02/06/2020	US Bureau of Land Management	0950 - Justice Court 5	100 General Fund	(100.00)
38584	02/06/2020	Walmart	0920 - Justice Court 2	100 General Fund	(86.92)
38585	02/06/2020	Walmart	0930 - Justice Court 3	100 General Fund	(21.00)
38586	02/06/2020	Xing, Mengtao	0940 - Justice Court 4	100 General Fund	(120.00)

Public Hearings 9.

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

Meeting Date:	02/11/2020		
Outside Inn- Series 12 (Restaurant) Liquor License			
Submitted By:	Melissa Tucker, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Kim Lemons	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #12 (Restaurant) new Liquor License application submitted by Mr. Christopher Charles Bourlier, for Outside Inn, located at 4907 S. Highway 92, Sierra Vista, AZ 85635.

Background:

Mr. Christopher Charles Bourlier has applied for a (Restaurant) liquor license, located at 4907 S. Highway 92, Sierra Vista, AZ 85635. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question are current. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health Department is currently working with the property owner on health-related issues with the subject property.

Mr. Christopher Charles Bourlier has paid the $100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Send email to ADLLC with the Local Governing Board Recommendation form and posting documents. Send a copy of letter to applicant.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

Application
Affidavit of Posting
Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 12/26/2019 @ 03:23:31 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	OUTSIDE INN		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	4907 S HIGHWAY 92 SIERRA VISTA, AZ 85635 USA		
Mailing Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA		
Phone:	(520)378-4645		
Alt. Phone:	(520)266-0355		
Email:	TAXREP47@GMAIL.COM		

AGENT

Name:	CHRISTOPHER CHARLES BOURLIER
Gender:	Male
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA
Phone:	(520)266-0355
Alt. Phone:	
Email:	TAXREP47@GMAIL.COM

OWNER

Name:	OUTSIDE INN LLC		
Contact Name:	CHRISTOPHER BOURLIER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23040318	State of Incorporation:	AZ
Incorporation Date:	11/26/2019		
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA		
Phone:	(520)266-0355		
Alt. Phone:			
Email:	TAXREP47@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
CHRISTOPHER CHARLES BOURLIER	Manager-LLC, MEMBER,SHAREHOLDER	100.00

OUTSIDE INN LLC - Manager-LLC, MEMBER,SHAREHOLDER

Name:	CHRISTOPHER CHARLES BOURLIER
Gender:	Male
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA
Phone:	(520)266-0355
Alt. Phone:	
Email:	TAXREP47@GMAIL.COM

MANAGERS

Name:	CHRISTOPHER CHARLES BOURLIER
Gender:	Male
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA
Phone:	(520)266-0355
Alt. Phone:	
Email:	TAXREP47@GMAIL.COM

APPLICATION INFORMATION

Application Number:	90118
Application Type:	New Application
Created Date:	12/26/2019

QUESTIONS & ANSWERS

012 Restaurant

1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
   No
2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
   Yes
5) Are you a tenant? (A person who holds the lease of a property; a lessee)
   Yes
   A Document of type LEASE is required.
6) Is there a penalty if lease is not fulfilled?
   No

7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
   No
8) Are you the owner?
   No
9) Are you a purchaser?
   No
10) Are you a management company?
   No
11) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   COCHISE COUNTY
12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
   0
13) Have you provided a diagram of your premises?
   Yes
14) Is there a drive through window on the premises?
   No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   CONTIGUOUS
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   01/15/2020
17) Have you provided a Restaurant Operation Plan form?
   Yes
18) Have you provided a Records Required for Audit form?
   Yes

State of Arizona
Department of Liquor Licenses and Control

Created 12/27/2019 @ 09:36:13 AM

Local Governing Body Report

LICENSE

Number:	INP020009525	Type:	INP INTERIM PERMIT
Name:	OUTSIDE INN		
State:	Active		
Issue Date:	12/27/2019	Expiration Date:	04/09/2020
Original Issue Date:	12/27/2019		
Location:	4907 S IIIGHWAY 92 SIERRA VISTA, AZ 85635 USA		
Mailing Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA		
Phone:	(520)378-4645		
Alt. Phone:	(520)266-0355		
Email:	TAXREP47@GMAIL.COM		

AGENT

Name:	CHRISTOPHER CHARLES BOURLIER
Gender:	Male
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA
Phone:	(520)266-0355
Alt. Phone:	
Email:	TAXREP47@GMAIL.COM

OWNER

Name:	OUTSIDE INN LLC		
Contact Name:	CHRISTOPHER BOURLIER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23040318	State of Incorporation:	AZ
Incorporation Date:	11/26/2019		
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA		
Phone:	(520)266-0355		
Alt. Phone:			
Email:	TAXREP47@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
CHRISTOPHER CHARLES BOURLIER	Manager-LLC, MEMBER,SHAREHOLDER	100.00

OUTSIDE INN LLC - Manager-LLC, MEMBER,SHAREHOLDER

Name:	CHRISTOPHER CHARLES BOURLIER
Gender:	Male
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA
Phone:	(520)266-0355
Alt. Phone:	
Email:	TAXREP47@GMAIL.COM

MANAGERS

Name:	CHRISTOPHER CHARLES BOURLIER
Gender:	Male
Correspondence Address:	PO BOX 2727 SIERRA VISTA, AZ 85636 USA
Phone:	(520)266-0355
Alt. Phone:	
Email:	TAXREP47@GMAIL.COM

APPLICATION INFORMATION

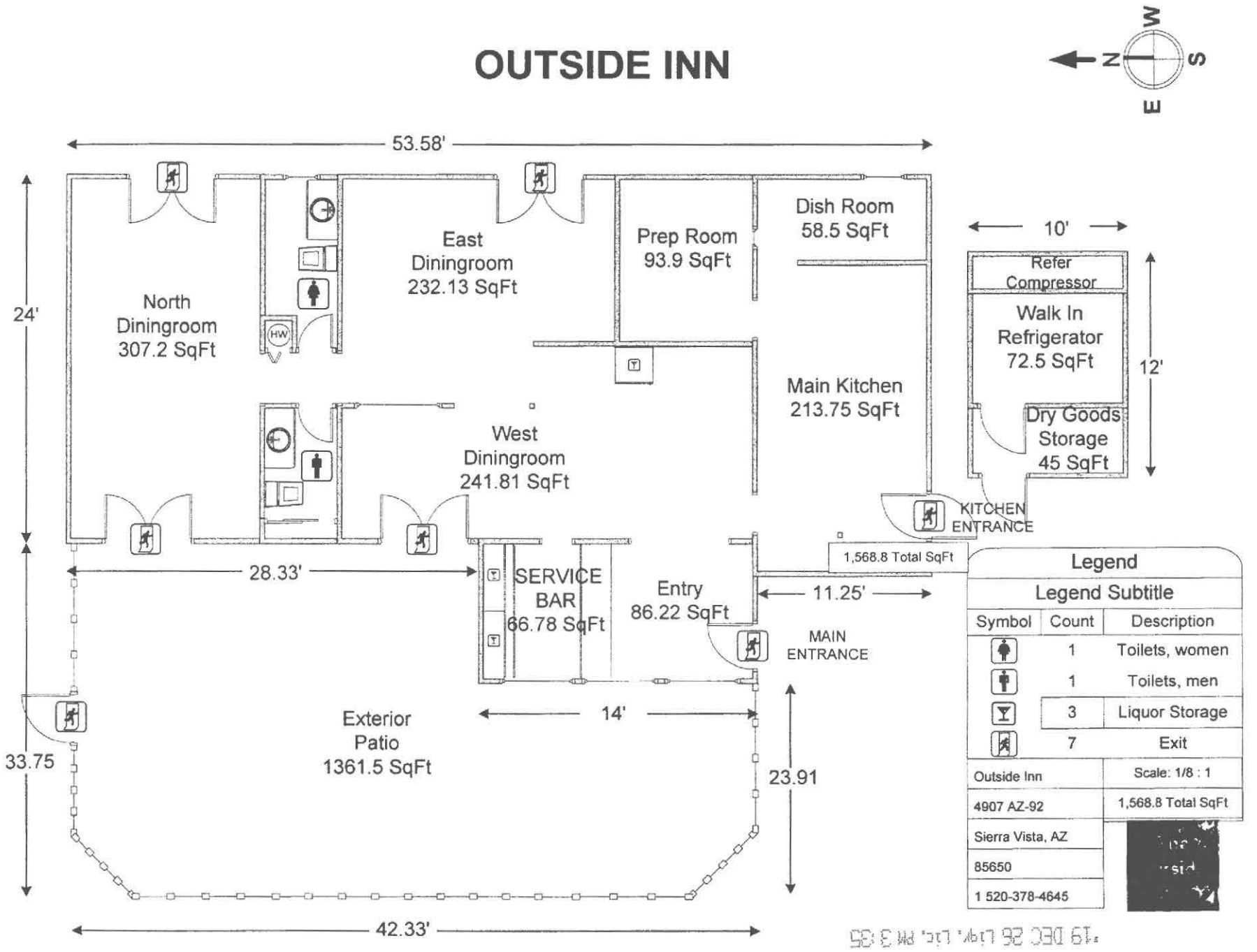
Application Number:	90171
Application Type:	New Application
Created Date:	12/27/2019

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location
   #12023199
2) Is the license currently in use?
   No
   How long has it been out of use?
3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
   Yes
   A Document of type INTERIM NOTARY PAGE is required.

OUTSIDE INN



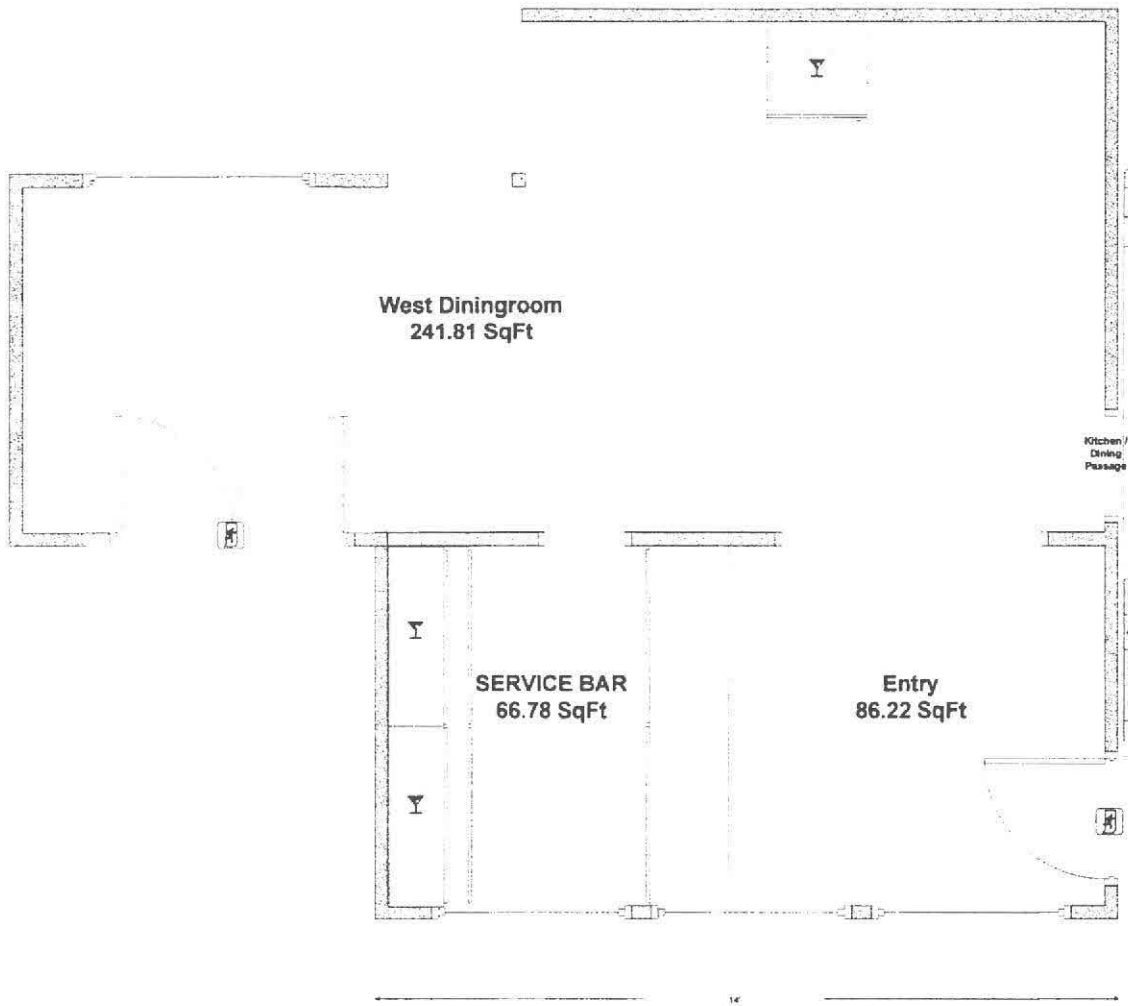
Legend		
Legend Subtitle		
Symbol	Count	Description
	1	Toilets, women
	1	Toilets, men
	3	Liquor Storage
	7	Exit

Outside Inn	Scale: 1/8 : 1
4907 AZ-92	1,568.8 Total SqFt
Sierra Vista, AZ	
85650	
1 520-378-4645	

[redacted]

19 DEC 26 Liqv, Inc, PM 3:35

'19 DEC 26 Liqr. Lic. PM 3:35



Legend		
Legend Subtitle		
Symbol	Count	Description
	1	Toilets, women
	2	Toilets, men
	3	Liquor Storage
	7	Exit

Outside Inn
4907 AZ-92
Sierra Vista, AZ
85650
1 520-378-4645

Scale: 1/8 : 1

1,568.8 Total SqFt

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #: 90118

'19 DEC 26 Liq. Lic. PM 3:06

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): OUTSIDE INN

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	AMERICAN RANGE Model AF-45
Oven	AMERICAN RANGE 2 ovens
Freezer	KENMORE 253 92201223
Refrigerator	TURBO Deluxe TSR-49SD
Sink	model D01564J
Dish Washing Facilities	PR-clean 9003-1102 / JACKSON 04J10486
Food Preparation Counter (Dimensions)	34.5x21, 21.5x14.5, (2) 68.5x30
Other	Deep Fryer AMERICAN RANGE

3. Attach a copy of your full menu **including prices**
(examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: **(Do not include patio seating)** [50]

   b. Bar area of your premises: [+ 0]

   c. Total dining and bar seating capacity of your premises: [= 50]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☒ Reusable ☐ Disposable ☐ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

   (**If yes, what percentage of the public floor space does this area cover?**) 4 %

7. What percentage of your public premises is used primarily for restaurant dining?

   (**Do not include kitchen, bar, hi-top tables, or game area.**) 49 %

Individuals requiring ADA accommodations call (602) 542-9027.

8. Does your restaurant contain any games, televisions, or any other entertainment? ☐ YES ☒ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ YES ☑ No
(**If yes, what type and how often** 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	3
Bartenders	1
Hostesses	1
Managers	1
Servers	3
Other (Bussers)	2
Other ( )	
Other ( )	

I, Christopher C. Bowles, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X _____
(Signature of APPLICANT)

NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 5th day of December 2019
Day **Month** **Year**

My Commission Expires on: _____ **Date**

VENIDICI PAMA
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
February 22, 2020

_____
Signature of Notary Public

Individuals requiring ADA accommodations call (602) 542-9027.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

'19 DEC 26 11:47 LIC. AM 3:37

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
        - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        - 3) Dated Guest Checks
        - 4) Coupons/Specials/Discounts
        - 5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        - 1) Daily Bank Deposit Slips
        - 2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    - A. Copies of all reports required by the State and Federal Government
    - B. Employee Log (A.R.S. §4-119)
    - C. Employee time cards (actual document used to sign in and out each work day)
    - D. Payroll records for all employees showing hours worked each week and hourly wages

Individuals requiring ADA accommodations please call (602)542-9027

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) CHARLES CHRISTOPHER C. BOURDIER, have read and understand all aspects of this statement

X (Signature) _____
Controlling Person / Agent

State of ARIZONA County of Maricopa
the foregoing instrument was acknowledged before me this

5th of December 2019
Day Month Year

My commission expires on: _____

VENIDICI PAMA
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
February 22, 2020

_____
Signature of NOTARY PUBLIC

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

804.226

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 90118

1. Check the Appropriate Box →

☑ Controlling Person	☒ Agent (AP)	☐ Premises Manager (complete all questions except #12)

2. Name: BOURLIER (Last) CHRISTOPHER (First) CHARLES (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: AZ

4. Place of birth: DETROIT (City) MI (State) USA (COUNTRY (not county)) Height: 5'9 Weight: 198 Eyes: HAZ Hair: GR

5. Name of current/most recent spouse: BOURLIER (Last) ELIZABETH (First) LOUISE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: [redacted]

7. Daytime telephone number: 520-266-0355 E-mail address: taxrep47@gmail.com

8. Business Name: OUTSIDE INN ~~LLC~~ (AP) Business Phone: 520/378/4645 (AP)

9. Business Location Address: 4907 S HWY 92 (Street (do not use PO Box)) SIERRA VISTA (City) AZ (State) COCHISE (County) ~~85650~~ 85635 (AP) (Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01-01-1989	CURRENT	ENROLLED AGENT	PREMIUM FINANCIAL SERVICES POBOX 2727 SIERRA VISTA, AZ 85636

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02-12-2016	CURRENT	5510 S OSAGE AV SIERRA VISTA, AZ 85650
05-01-2009	02-11-2016	2220 E FOOTHILLS DR SIERRA VISTA, AZ 85635

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☑ Yes ☐ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) CHRISTOPHER CHARLES BURLIER hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____

Date VENIDICI PAMA
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
February 22, 2020

5th Day of December, 2019
Day Month Year

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) CHRISTOPHER CHARLES BOURLIER

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No

If **Yes**, indicate place of birth:

City DETROIT State (or equivalent) MICHIGAN Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: AZ DL
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

AZ DRIVERS LICENSE

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

CHARLES
CHRISTOPHER C BOURLIER
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

12-5-19
Today's Date

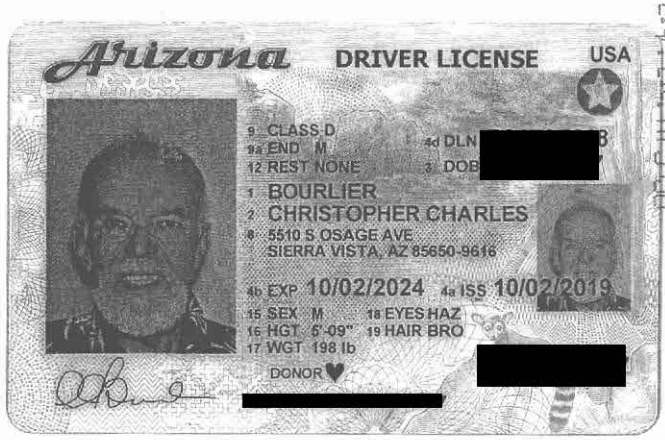
EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

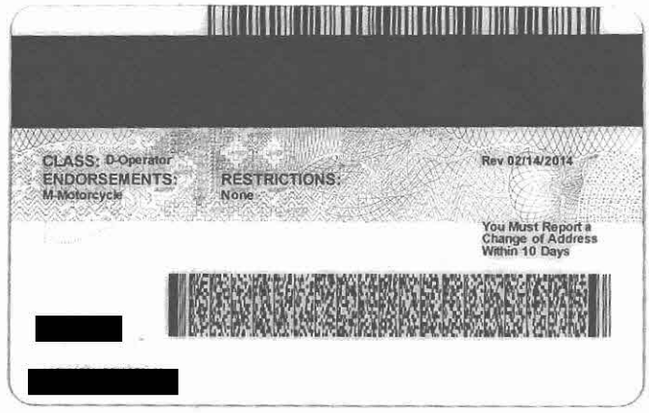
You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'19 DEC 26 Liqr Lic AM 3:28




CLASS: D-Operator
ENDORSEMENTS:
M-Motorcycle
RESTRICTIONS:
None
Rev 02/14/2014
You Must Report a
Change of Address
Within 10 Days
[redacted]
[redacted]

'19 DEC 27 Liqr. Lic. AM 9:16

December 20, 2019

AZ DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W WASHINGTON, 5TH FLOOR

PHOENIX, AZ 85007-2934

ATTN: AIZEE PAMA

Good afternoon,

Attached is the Letter of Intent including the lease terms for the property located at 4907 S. Hwy. 92, Sierra Vista, AZ ~~85650~~ 85635 operating as The Outside Inn.

The previous tenant operating at this address vacated August 31, 2019. He is now operating as Tandem Upscale Dining & lounge at 2047 s. Hwy. 92, Sierra Vista, AZ 85635. To the best of my knowledge, he has taken the #12 license to the new location. There has been a Series 12 license at this location since 1993.

If you have any further questions, please do not hesitate to contact me.

Respectfully,

David Bain 520-508-5031

David Bain

Landlord

'19 DEC 27 Liqr. Lic. AM 9:16

November 30, 2019

Letter of Intent (LOI)
The Outside Inn
4907 S Hwy 92
Sierra Vista AZ 85650

We are interested in leasing your property at The Outside Inn Restaurant 4907 S Hwy 92, Sierra Vista AZ ~~85650~~ 85635, (approx. 1662 sq. ft).

Tenants Trade Name:	The Outside Inn LLC-Christopher Bourlier
Landlord:	David and Dawn Bain
Lease Term:	The Lease shall be for 24 months.
Use:	Restaurant
Option to Purchase:	So long as the Landlord or Tenant are not in default of the Lease, the Tenant shall have the option to purchase the property at any time during the initial 2 year lease period or at the expiration of the 2 year lease period for a sum of $375,000.00. The owner will owner carry $325,000.00 with $50,000.00 down at 4% interest for 10 years.
Base Rent:	The Base Rent shall be $ 2000.00 month and lessee shall also pay the real estate taxes and property insurance separate from rent amount. *All rent rates may be subject to 1% city sales tax charge.
Security Deposit:	$6000.00 (This includes first and last months rents-Jan 2020 & Dec 2021 Plus $2000.00)
Utilities:	Tenant will be responsible for all utilities that are separately metered to the leased premises.
Tenant's Insurance:	Tenant agrees to maintain general liability coverage in the amount of $1,000,000.00 naming the Landlord as additional insured and include fire coverage in their renter's insurance. Tenant will also provide a personal guarantee of lease/purchase.
Possession Date:	December 5, 2019
Expiration Date:	December 1, 2021
Lease and Rent Commencement Date:	The Lease shall commence on Dec 5, 2019 and Tenant shall have full access to premises on this date. Tenant shall have access to premises rent free from Dec 5, 2019 thru Dec 31, 2019. First month's rent shall be due on February 1, 2020

Condition of the Premises: Landlord will ensure all equipment requiring refrigerant is in working condition and maintaining proper temperatures. The rest of the premises is provided in as in condition.

Non-Binding Proposal: This LOI constitutes an outline of the basic terms upon which Landlord would consider leasing the Premises to Tenant but is not contractual in nature. The parties do not intend to be bound by this LOI, nor do they intend to have obligations to the other, including, without limitation, a duty of good faith, until both parties sign and deliver a formal written Lease Agreement, (the "Lease Agreement"). This letter does not obligate either party to continue to negotiate and/or proceed to the completion of the Agreement, it being understood that, unless and until the Lease Agreement is signed and delivered by both parties, either party may withdraw from negotiations at any time and for any reason. Therefore, any cost incurred, or actions taken by either of the parties in the absence of such an executed and delivered Lease Agreement will be at such party's sole risk and cost. No member, manager, agent, partner or representative of Landlord has the authority to enter into oral agreements on behalf of the Landlord.

Commission: Long Realty represents this tenant and the landlord and shall be paid a commission of 6% of the lease agreement upon execution of this lease through a separate agreement.

Please review this proposal and let the agent know if you are agreeable to the terms listed above. Proposal is valid until December 2, 2019 at 5:00pm. We look forward to leasing from you.

Respectfully Submitted,

By: Christopher Bourlier, The Outside Inn LLC

DocuSigned by:
Christopher Bourlier
34418604926E403

11/30/2019

Date

DocuSigned by:
David Bain
14DEEDC7998C4B9

11/30/2019

David Bain

Date

DocuSigned by:
Dawn M Bain
14DEEDC7998C4B9

11/30/2019

Dawn Bain

Date

The Outside Inn

Fine Dining in a Casual Atmosphere

Dinner Menu

- APPETIZERS -

French Onion Soup
A baked crock of our tasty onion soup simmered with white wine and finished with a homemade crouton and melted gruyere cheese. **$5.95**

Filet and Gorgonzola Puffs
Baked Puff pastry filled with Filet Mignon and Gorgonzola Cheese and served with homemade Bordelaise sauce. **$9.95**

Lobster Salad with Avocado Brullee
Grilled Petite Lobster Tail served with a Lemon and Honey dressing tossed with spring mix. Completed with avocado and caramelized turbinado sugar. **$14.95**

Stuffed Mushrooms
Large white caps filled with crab imperial, baked to perfection and drizzled with butter. **$9.95**

Salmon Cakes
A delicious blend of fresh salmon, herbs, lemon, panko and served with a chive caper sauce. **$9.95**

Shrimp Cocktail
Fresh succulent shrimp served on ice with cocktail sauce and lemon garnish. **$9.95**

Brie and Fruit
A wedge of warm, creamy brie served with a variety of seasonal fresh fruit and warm bread. **$9.95**

Chipotle BBQ Shrimp
Our jumbo shrimp dusted with our own blend of blackening seasoning then braised in a chipotle beer broth and finished with butter. **$9.95**

DINNER ENTREES

All entrees served with a house or Caesar salad or a cup of homemade soup.

Dressing Choices

Vinaigrette with Crumbled Bleu Cheese-our Favorite! An Outside Inn Specialty.
Ranch, Bleu Cheese, Vinaigrette, Honey Mustard, Balsamic Vinegar and Olive Oil.

- BEEF -

Filet Mignon
Our fork tender filet wrapped in bacon and grilled to perfection, presented with our homemade potato du jour.

5 oz **$23.95**

8 oz **$26.95**

Filet Kosar
Begin with our 8 oz filet layered upon Bordelaise Sauce and a Portobello mushroom cap, then finished with lobster, asparagus and a roasted garlic Buerre Blanc. Completed with a white truffle potato gratin. A truly luxurious selection. **$38.95**

New York Strip
A fresh hand cut New York steak grilled on our char-broiler to your desired temperature, served with potato au gratin. Add sautéed mushrooms or caramelized onions or both! **$25.95**

Topped with Sauteed Mushrooms **$27.95**

Steak aux Poivre
Our chef begins with a thirteen ounce strip steak, then hand packs it with crushed black peppercorns for a crust, and pan seared to desired temperature and tops with a light red wine sauce. Served with our homemade potato du jour. **$28.95**

- CHICKEN -

Mediterranean Chicken
Fresh tomatoes, artichoke hearts, rosemary, sun-dried tomato, garlic tossed with linguini and crumbled feta cheese, then topped with a sliced breast of boneless chicken.

$14.95

Chicken Napoli
A tender breast of chicken lightly breaded and sautéed, then presented with a pesto, gorgonzola white wine sauce. Served over linguini.

$14.95

Sonoma Chicken
A boneless breast of chicken, sautéed and completed with a lively lemon, cucumber, fresh tarragon crème sauce.

$14.95

Chicken Champagne
A fork tender breast of chicken, sautéed with mushrooms, artichoke hearts, and diced tomato. Finished with a creamy champagne sauce.

$14.95

- SHRIMP -

Shrimp Scampi
Fresh succulent shrimp infused with the flavor of garlic and served with drizzled butter, atop linguini.

$16.95

Shrimp Carbonara
A scrumptious sauce of bacon, brie, parmesan, and cream accompany our extra-large shrimp served over linguini.

$16.95

Shrimp Valissa
Jumbo white shrimp in a saffron crème sauce and served over wilted spinach.

$16.95

Crab Stuffed Shrimp
Fresh Guaymas shrimp stuffed with our delectable crab imperial stuffing. Served with drawn butter and lemon.

$17.95

- SEAFOOD -

Broiled Lobster Tail
An impressive 12-14 oz. warm water Lobster tail, broiled and served with drawn butter and fresh lemon. Add an 8 ounce filet for the ultimate Surf and Turf.

$32.95 *Surf & Turf* **$39.95**

Poached Salmon
We simmer a fresh salmon fillet in a fish fume, then create a light sauce with fresh garlic, chives, Dijon and crème. Light but well rounded.

$16.95

Sicilian Salmon
Black & green olives, fresh rosemary, thyme, garlic, Dijon mustard and breadcrumbs make a delightful crust on a baked Atlantic Salmon fillet.

$16.95

Shrimp and Scallop Newburg
Tender Scallops and Shrimp cooked to perfection with tomatoes and fresh herbs. Chef Paul's creamy newburg sauce makes this an incredible dish.

$18.95

Mahi-Mahi
Tender Pacific whitefish fillet marinated in lime juice and baked with a macadamia nut crust for a buttery taste from the Hawaiian Islands.

$16.95

Blackened Mahi
We lightly coat a Mahi fillet with our own savory blend of Cajun seasonings and pan sear to spicy perfection. Then crown with a lemon Buerre Blanc!

$16.95

- VEAL -

Piccata di Vitello al Limone
An old Italian favorite! Tender slices of veal with a caper, lemon and white wine sauce. Served over linguini. **$18.95**

Veal Oscar
Veal scallopini dredged in flour and lightly sauteéd, topped with crab and fresh asparagus spears, then finished with hollandaise sauce. **$21.95**

- VEGETARIAN -

Pasta Suprema
Asparagus, roasted shallots, and sliced mushrooms in a silky gorgonzola cheese sauce tossed with pasta. **$12.95**

Vegetable Ensemble
Timbale of grilled red onion, tomato, wilted spinach, seasonal vegetable, served with a basil and red bell pepper juslie. **$13.95**

- LAMB -

Mint Glazed Lamb Loin Chops
Grilled to desired temperature, and then served with a warm tomato and rosemary mint jam. **$19.95**

Crumb Crusted Lamb
Start with two thick lamb loin chops, add Dijon mustard and a rosemary garlic crumb crust. Bake and finish with our fresh pesto. Voila!, an entrée to be remembered. **$19.95**

- ON THE LIGHTER SIDE -

Caesar Salad
Crisp romaine lettuce tossed with Caesar dressing, completed with red onions, tomato, croutons, grated parmesan and lemons. **$9.95**

Add Chicken, Shrimp or Steak **$12.95**

Spinach Salad
Tender baby spinach leaves, topped with brie cheese, slivered red onions and tomatoes. **$9.95**

Add Chicken, Shrimp or Steak **$12.95**

Lunch Hours
Monday through Friday 11:00 a.m. - 1:30 p.m.

Dinner Hours
Monday through Saturday 5:00 p.m. - 9:00 p.m.

Closed Sundays

A 20% gratuity will be included on groups of 8 or more.

Keep us in mind for all of your special occasion parties.

Thank you for your patronage. We hope to see you again soon!

The Outside Inn

Fine Dining in a Casual Atmosphere

Lunch Menu

SOUPS & MORE

Our soups and chili are homemade daily.

SOUP OF THE DAY
Ask your server for today's choice.
Cup ..... **$3.50** Bowl **$3.95**

FRENCH ONION SOUP
Simmered with White Wine, Topped with Croutons and finished with melted Gruyere Cheese.
Cup ..... **$4.50** Crock **$5.95**

SHRIMP COCKTAIL
Fresh Succulent Shrimp served on ice with zesty Cocktail Sauce and Lemon wedge
..... **$8.95**

BRIE AND FRUIT
A wedge of warm, creamy brie served with a variety of seasonal fresh fruit and warm artisan rolls.
..... **$9.95**

STUFFED MUSHROOMS
Large white caps filled with crab imperial, baked to perfection and drizzled with butter.
..... **$9.95**

CHILI
Topped with Shredded Cheddar Cheese & Diced Onions.
Cup ..... **$4.25** Bowl **$4.95**

BUFFALO WINGS
Done The Outside Inn Way. *Your choice of HOT (we mean it), Medium or Mild; Bleu Cheese or Ranch Dressing, celery and carrots.* **$8.95**

ARTISAN ROLLS
Freshly baked and served with Herbed Butter **$2.95**

HOUSE SALAD **$3.50**

FRENCH FRIES **$2.95**

Gmail

Christopher Bourlier <taxrep47@gmail.com>

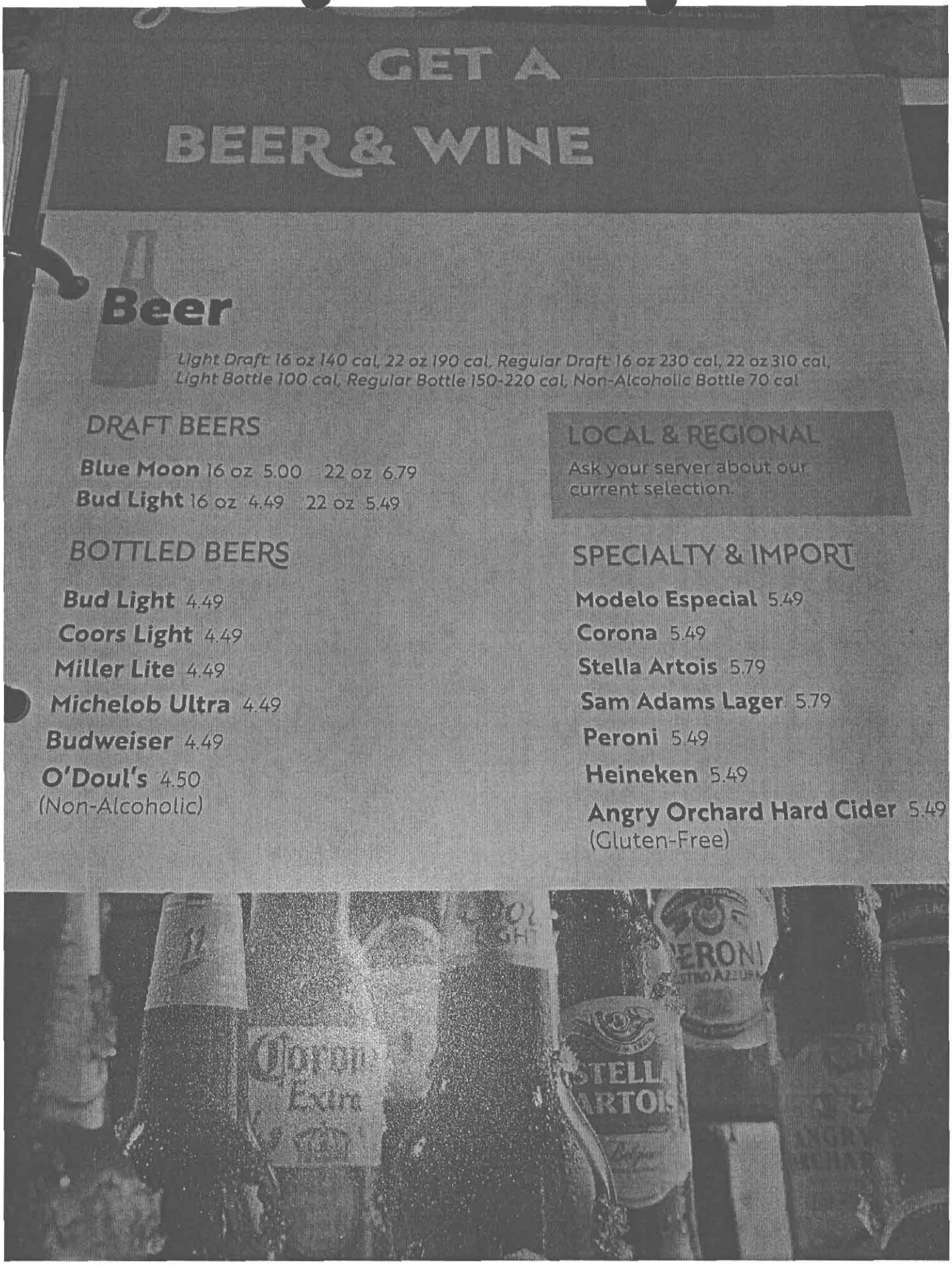
Drink

1 message

Tana Parker <arizonagirl28@gmail.com> Mon, Dec 16, 2019 at 3:30 PM
To: taxrep47@gmail.com

Pepsi - $2.95
Diet Pepsi - $2.95
Sprite - $2.95
Dr. Peper - $2.95
Unsweetened Ice Tea - $2.65
Raspberry Ice Tea - $2.75

Aqua Pana - $3.00
San Pelligrino - $3.00


GET A
BEER & WINE
Beer
Light Draft 16 oz 140 cal, 22 oz 190 cal, Regular Draft 16 oz 230 cal, 22 oz 310 cal,
Light Bottle 100 cal, Regular Bottle 150-220 cal, Non-Alcoholic Bottle 70 cal
DRAFT BEERS
Blue Moon 16 oz 5.00 22 oz 6.79
Bud Light 16 oz 4.49 22 oz 5.49
LOCAL & REGIONAL
Ask your server about our current selection.
BOTTLED BEERS
Bud Light 4.49
Coors Light 4.49
Miller Lite 4.49
Michelob Ultra 4.49
Budweiser 4.49
O'Doul's 4.50
(Non-Alcoholic)
SPECIALTY & IMPORT
Modelo Especial 5.49
Corona 5.49
Stella Artois 5.79
Sam Adams Lager 5.79
Peroni 5.49
Heineken 5.49
Angry Orchard Hard Cider 5.49
(Gluten-Free)

COCKTAILS & SPIRITS | APPETIZERS

Classic Cocktails

Classic Martini
Made with your choice of New Amsterdam vodka or gin, with olives or a twist.
200 cal 8.00

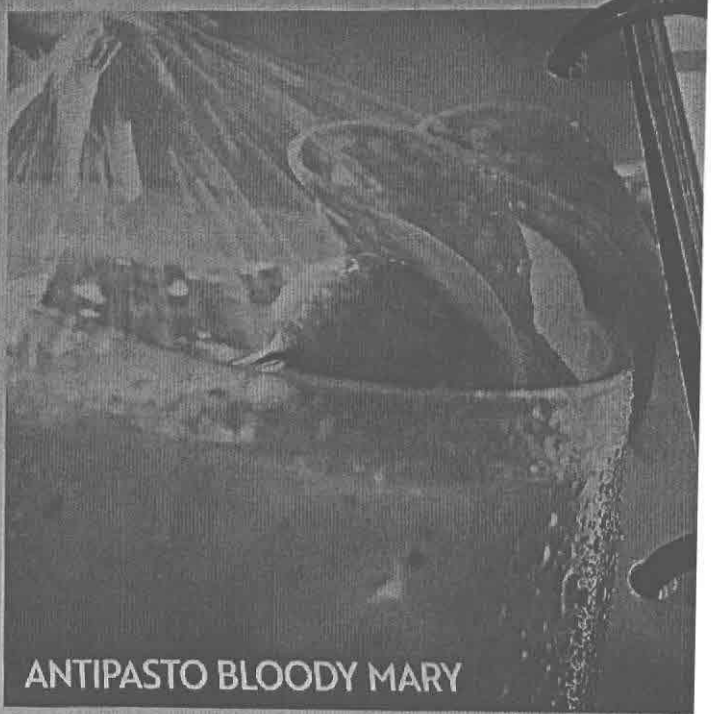
Daiquiris
A blend of Castillo rum and fresh fruit. Choose mango, peach or strawberry.
280-290 cal 7.00

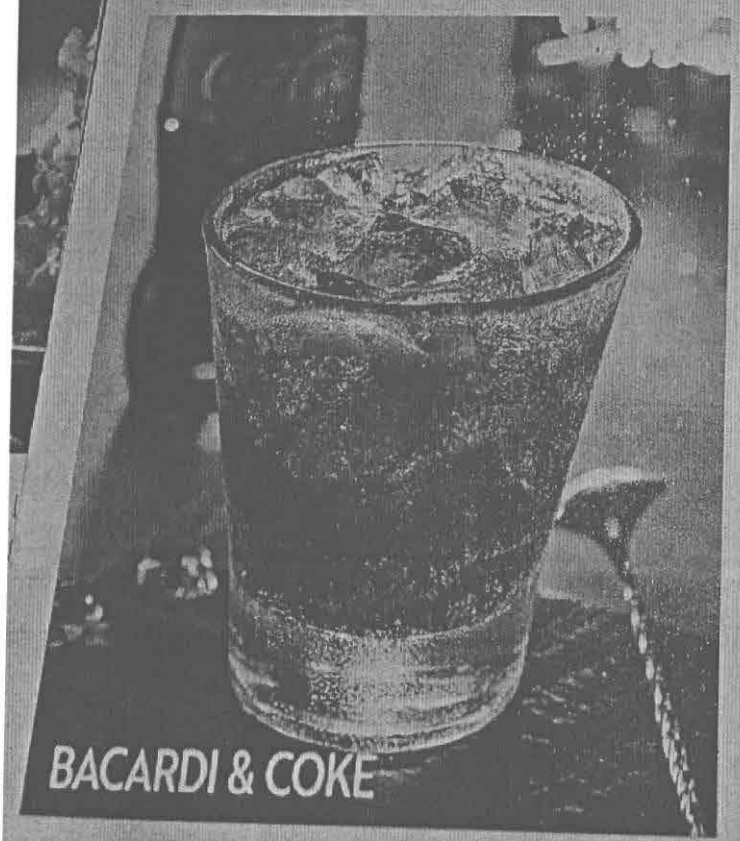
Manhattan
A classic cocktail made with Jim Beam, sweet vermouth and bitters. *180 cal* 7.00

Old Fashioned
Jim Beam and Angostura bitters with muddled orange wedge, cherry, and sugar.
170 cal 7.00

Antipasto Bloody Mary
New Amsterdam vodka with our signature antipasto skewer. *150 cal* 7.50

UPGRADE TO PREMIUM WITH GREY GOOSE VODKA. $2.00


ANTIPASTO BLOODY MARY


BACARDI & COKE

Bacardi & Coke
Coca-Cola and Bacardi Silver rum over ice. *100 cal* 6.50

Captain & Coke
Coca-Cola and Captain Morgan Original rum over ice. *100 cal* 6.79

Jack & Coke
Coca-Cola and Jack Daniel's whiskey over ice. *120 cal* 7.29

Jim Beam & Coke
Coca-Cola and Jim Beam bourbon whiskey over ice. *120 cal* 6.39

APPETIZERS

COCKTAILS & SPIRITS

Premium Spirits

VODKA
ABSOLUT
GREY GOOSE
KETEL ONE
TITO'S (GLUTEN-FREE)

RUM
BACARDI SILVER
CAPTAIN MORGAN ORIGINAL
MALIBU

TEQUILA
1800 REPOSADO
JOSE CUERVO GOLD
JOSE CUERVO SILVER
PATRÓN SILVER

GIN
TANQUERAY
BOMBAY SAPPHIRE

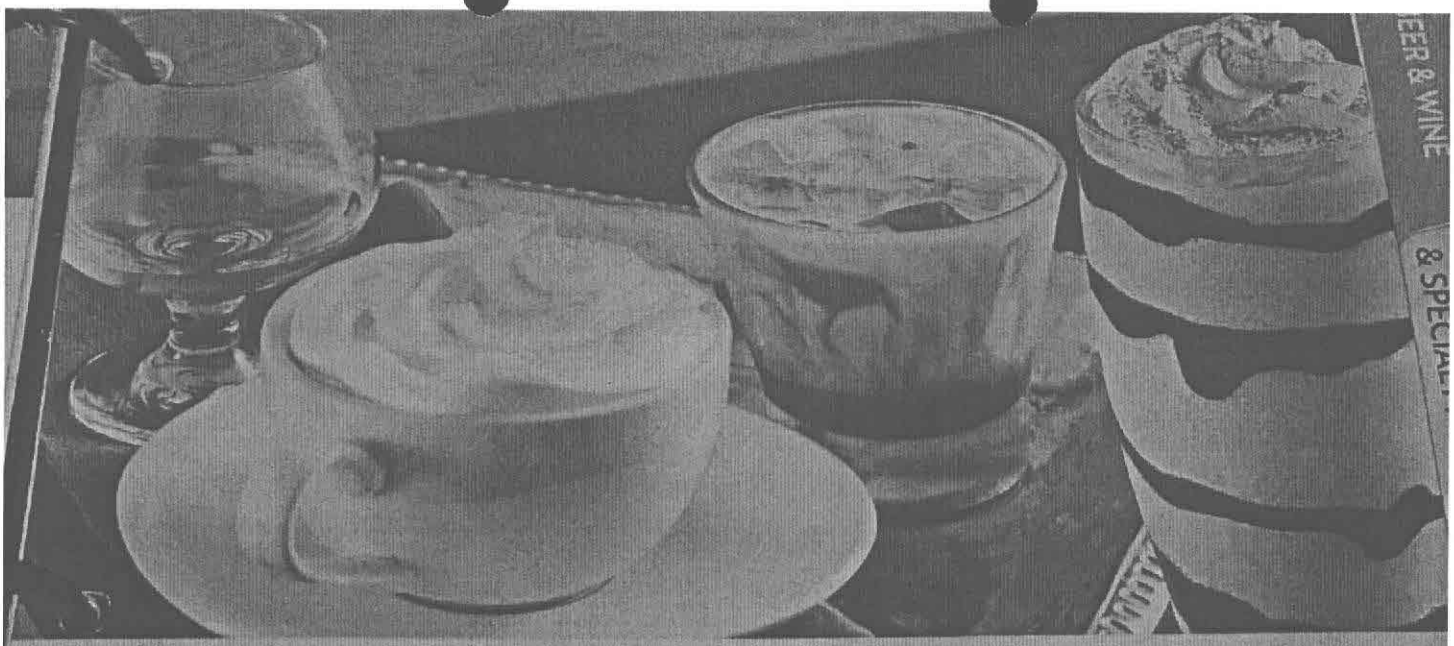
LIQUEURS/ CORDIALS
BAILEYS IRISH CREAM
CARAVELLA LIMONCELLO
DI AMORE AMARETTO
GRAND MARNIER
KAHLÚA
ROMANA SAMBUCA

COGNAC
HENNESSY V.S.O.P.

BOURBON/WHISKEY
CROWN ROYAL
CROWN ROYAL REGAL APPLE
WOODFORD RESERVE
JACK DANIEL'S
JAMESON
JIM BEAM
KNOB CREEK
MAKER'S MARK

SCOTCH
DEWAR'S
CHIVAS REGAL
JOHNNIE WALKER BLACK
GLENLIVET 12 YR.

Upgrade TO ONE OF YOUR Favorites!

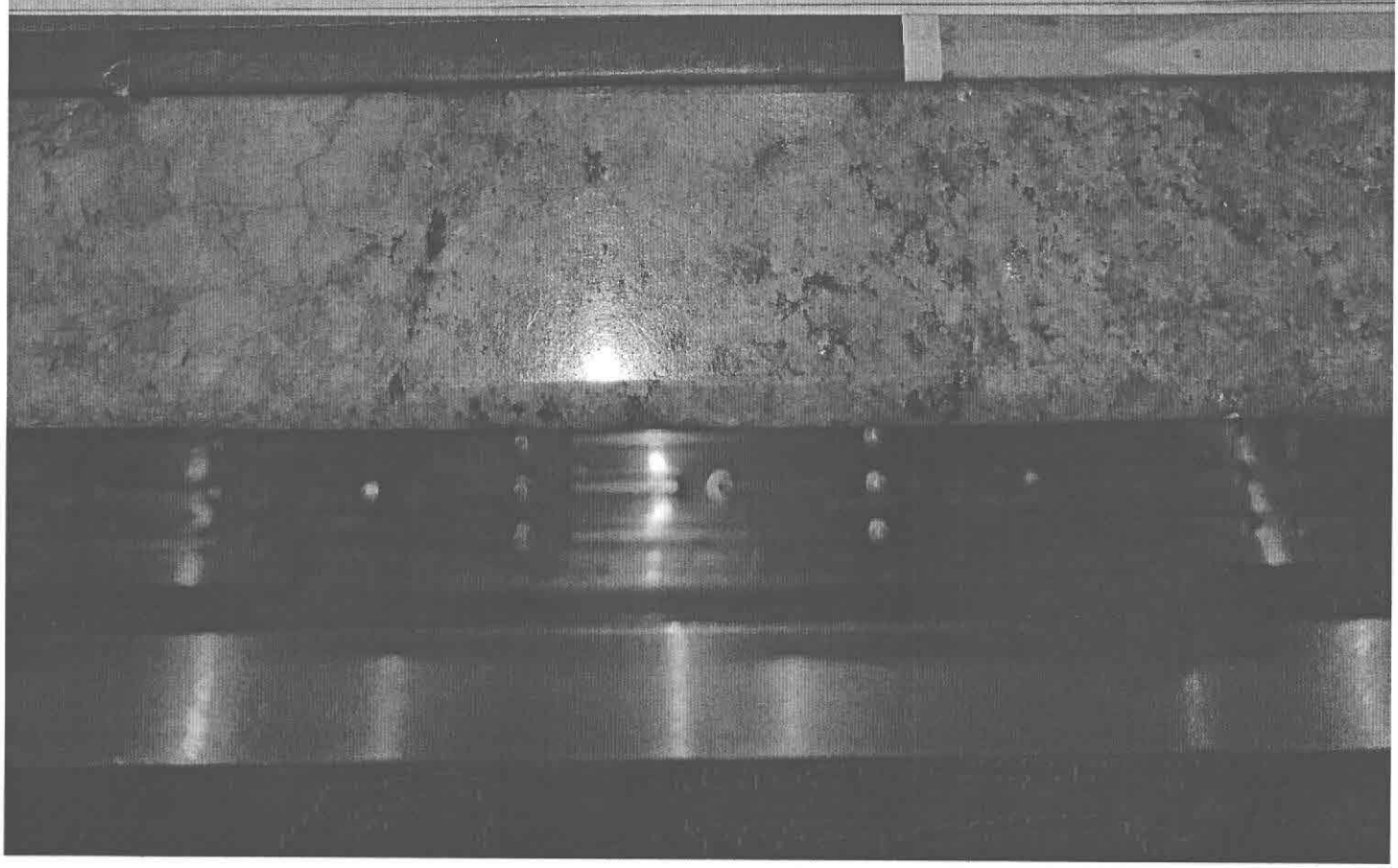


Irish Coffee
Caffè la Toscana coffee served with Jameson Irish Whiskey and whipped cream. *100 cal* 7.50

White Russian
New Amsterdam vodka, Kahlúa and cream, over ice. *200 cal* 7.25

Chocolate Almond Amore
A blend of Baileys Irish Cream, amaretto liqueur, Kahlúa and ice cream. 540 cal 8.00

B-5-092319



STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

REST

License 12023199

Issue Date: 6/25/2019

Expiration Date: 6/30/2020

Issued To:

AYANA DANIELLE MALARCHIK, Agent
MALARCHIK HOSPITALITY LLC, Owner

Location:

OUTSIDE INN
4907 S HWY 92
SIERRA VISTA, AZ 85635
USA

Mailing Address:

AYANA DANIELLE MALARCHIK
MALARCHIK HOSPITALITY LLC
OUTSIDE INN
4907 S HWY 92
SIERRA VISTA, AZ 85635
USA

EXP 6/30/2020

POST THIS LICENSE IN A CONSPICUOUS PLACE

'19 DEC 27 1:47 LIC. MAIL

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 1-7-2020 Date of Posting Removal: 1-28-20

Applicant's Name: Barlier (Last) Christopher (First) Charles (Middle)

Business Address: 4907 S Hwy 92 (Street) Sierra Vista (City) 85635 (Zip)

License #: Job# 90118 / 90171

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS SAYLOR	code compliance officer	5208033960
Print Name of City/County Official	**Title**	**Phone Number**

Chris Saylor — **Signature**

1.28.2020 — **Date Signed**

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring ADA accommodations please call (602)542-9027

NOTICE
01/07/2020

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Christopher Charles Bourlier	Address:	4907 S. Highway 92
Business Name:	Outside Inn	City/Zip:	Sierra Vista 85635
Liquor License #:	Job# 90118/90171	Parcel #:	107-68-001J
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name:	KATHLEEN WILSON	Title:	TAX SPECIALIST
Signature:	KATHLEEN WILSON	Date:	01/16/2020
Contact phone:	520-432-8404	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 1/17/2020

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Christopher Charles Bourlier	Address:	4907 S. Highway 92
Business Name:	Outside Inn	City/Zip:	Sierra Vista 85635
Liquor License #:	Job#90118/90171	Parcel #:	107-68-001J
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

☐ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

X The Health Department is currently working with the property owner on health-related issues with the subject property.

Name:	Michael McGee	Title:	EHS III
Signature:	Michael McGee	Date:	1/8/20
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: 1-22-20

COCHISE COUNTY BOARD OF SUPERVISORS

For internal use only:

___ Restaurant/Hotel-Motel

___ Club/Government

___ Transfer of Premises

Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Christopher Charles Bourlier	Address:	4907 S. Highway 92
Business Name:	Outside Inn	City/Zip:	Sierra Vista 85635
Liquor License #:	Job# 90118/90171	Parcel #:	107-68-001J
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	GB (General Business)
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	3608
Date Permit Issued:	03/18/1980	Use Permitted:	Restaurant
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	01/08/2020
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: 1-22-20

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Christopher Charles Bourlier	Address:	4907 S. Highway 92
Business Name:	Outside Inn	City/Zip:	Sierra Vista 85635
Liquor License #:	Job #90118/90171	Parcel #:	107-68-001J
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant number of calls for service to the above location within the last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval	Disapproval	No Recommendation
	☐	☐	☒

Name: Richard Morales Title: Lieutenant

Signature: Date: 01/09/2020

Contact phone: (520)353-5087 Email: Rdmorales@cochise.az.gov

Return completed form with any attachments by: 1-22-20

Public Hearings 10.

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

Meeting Date:	02/11/2020		
Family Dollar Store #25918- Series 10 (Beer & Wine Store) Liquor License			
Submitted By:	Melissa Tucker, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Kim Lemons	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #10 (Beer & Wine Store) new Liquor License application submitted by Mr. Ralphael Sean Piche, for Family Dollar Store #25918, located at 4155 State Highway 92, Sierra Vista, AZ 85650.

Background:

Mr. Ralphael Sean Piche has applied for a (Beer & Wine Store), located at 4155 State Hwy. 92, Sierra Vista, AZ 85650. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question have been paid in full for 2019. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Health Department is currently working with the property owner on health-related issues with the subject property.

Mr. Ralphael Sean Piche has paid the $100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Send email to ADLLC with the Local Governing Board Recommendation form and posting documents. Send a copy of letter to applicant.

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application
Affidavit of Posting
Department Review Forms

State of Arizona
Department of Liquor Licenses and Control

Created 12/17/2019 @ 10:17:48 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	FAMILY DOLLAR STORE #25918		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	4155 STATE HIGHWAY 82 SIERRA VISTA, AZ 85650 USA		
Mailing Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA		
Phone:	(520)378-3173		
Alt. Phone:	(520)252-3372		
Email:	ALYSSA.DICKINSON@GRAY-ROBINSON.COM		

AGENT

Name:	RALPHAEL SEAN PICHE
Gender:	Male
Correspondence Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
Phone:	(520)252-3372
Alt. Phone:	
Email:	RPICHE@FAMILYDOLLAR.COM

OWNER

Name:	FAMILY DOLLAR STORES INC		
Contact Name:	VARIOUS AGENTS		
Type:	CORPORATION		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA		
Phone:	(850)577-6962		
Alt. Phone:			
Email:	ALYSSA.DICKINSON@GRAY-ROBINSON.COM		

Officers / Stockholders

Name:	Title:	% Interest:
DOLLAR TREEE INC		100.00
ROGER WAYNE DEAN	VP/TRES	
SANDRA LOFTIS BOSCIA	ASST SEC	
LONNIE WAYNE MCCAFFETY	SR VP	

FAMILY DOLLAR STORES INC - ASST SEC

Name: SANDRA LOFTIS BOSCIA
Gender: Female
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (704)708-1953
Alt. Phone:
Email: SBOSCIA@FAMILYDOLLAR.COM

FAMILY DOLLAR STORES INC - SR VP

Name: LONNIE WAYNE MCCAFFETY
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (704)843-1963
Alt. Phone:
Email: LMCCAFFETY@FAMILYDOLLAR.COM

FAMILY DOLLAR STORES INC - VP/TRES

Name: ROGER WAYNE DEAN
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (757)321-5354
Alt. Phone:
Email: RDEAN@DOLLARTREEE.COM

FAMILY DOLLAR STORES INC -

Name: DOLLAR TREEE INC
Contact Name: VARIOUS AGENTS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (850)577-6962
Alt. Phone:
Email: ALYSSA.DICKINSON@GRAY-ROBINSON.COM

APPLICATION INFORMATION

Application Number: 79891
Application Type: New Application
Created Date: ~~10/15/2019~~ 12/14/19 SG

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No

2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22. processing fee per card.
Yes

3) Please provide name, address, and Distance of nearest school.
Huachua Mountain Elementary School
3228 St. Andrews Dr., Sierra Vista, AZ 85650
1.23 miles

4) Please provide name, address, and distance of nearest church.
Metamorphosis Spiritual Center
4041 S. Turner Lane, Sierra Vista, AZ 85650
683 feet

5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.

6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Landlord may declare the term ended and enter into the premises by due process of law, expel the Tenant and repossess the premises. Tenant would be responsible to continue to pay the fixed rent for the remainder of the current term as though this lease had not been terminated for as long as the premises is vacant.

7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No

8) Are you the owner?
No

9) Are you a purchaser?
No

10) Are you a management company?
No

11) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
Cochise County

12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
None

13) Have you provided a diagram of your premises?
Yes

14) Is there a drive through window on the premises?
No

15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
N/A

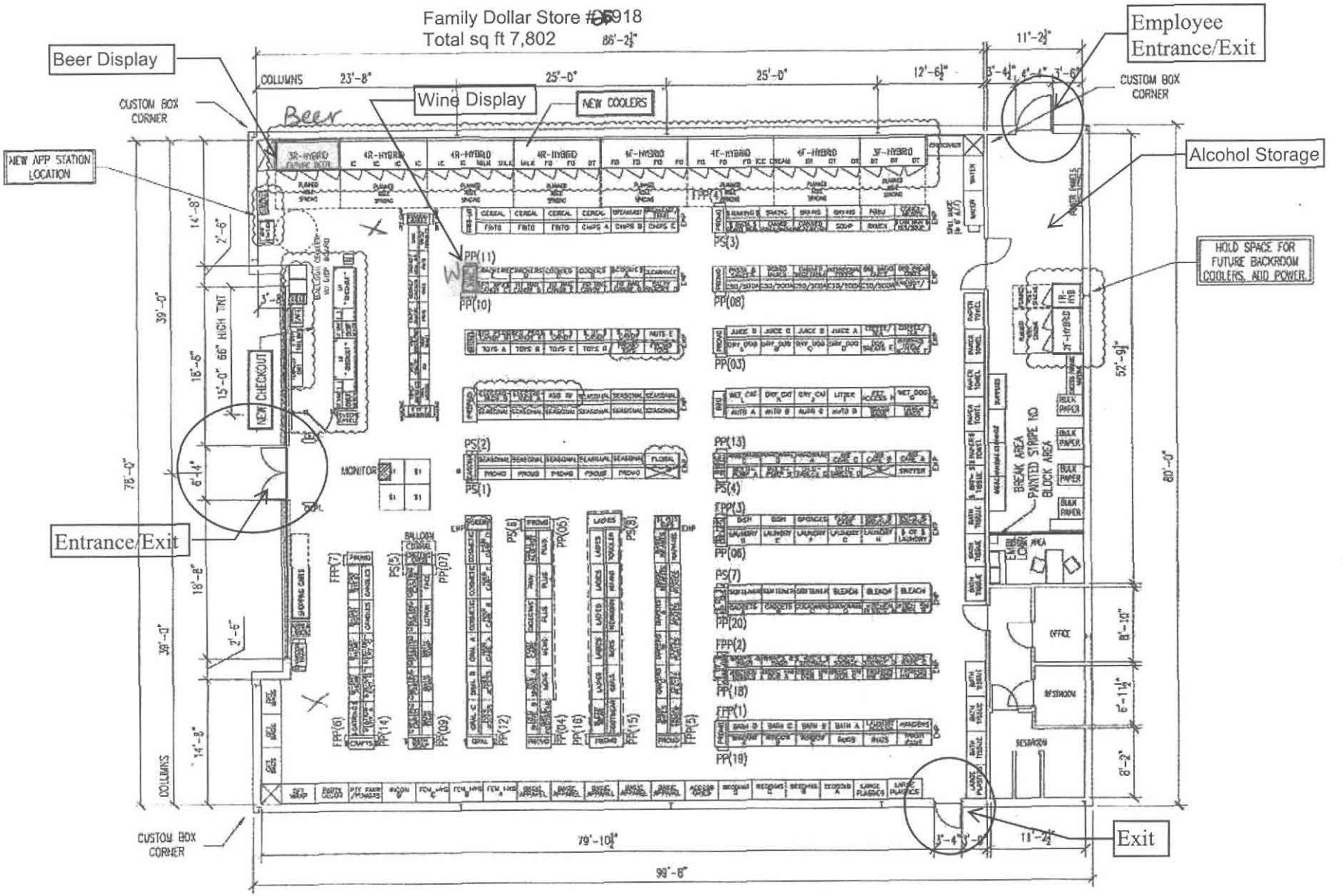
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
LEASE	25918 Sierra Vista Lease.pdf	10/15/2019
DIAGRAM/FLOOR PLAN	25918 Floor Plan.pdf	10/15/2019
DIAGRAM/FLOOR PLAN	Ownership Org Chart.pdf	10/15/2019
QUESTIONNAIRE	25918 R. Piche Questionnaire.pdf	10/15/2019
ALIEN STATUS	R. Piche Driver's License.pdf	10/15/2019
QUESTIONNAIRE	L. McCaffety Questionnaire.pdf	10/15/2019
ALIEN STATUS	L. McCaffety Driver's License.pdf	10/15/2019
QUESTIONNAIRE	R. Dean Questionnaire.pdf	10/15/2019
ALIEN STATUS	R. Dean Driver's License.pdf	10/15/2019
QUESTIONNAIRE	S. Boscia Questionnaire.pdf	10/15/2019
ALIEN STATUS	S. Boscia Driver's License.pdf	10/15/2019
QUESTIONNAIRE	25918 B. Sallard Questionnaire.pdf	10/17/2019
ALIEN STATUS	B. Sallard Driver's License.pdf	10/17/2019

AZ Lic #79891

Family Dollar Store #~~05~~18
Total sq ft 7,802



'19 DEC 14 PM 1:19 AZ LIC #0000

'19 DEC 14 Liqr. Lic. AM 9 59

Dollar Tree, Inc.
(publicly traded company on NASDAQ under ticker symbol "DLTR"
FEIN: 26-2018846

100% Interest

Family Dollar Stores, Inc.
FEIN: 56-0942963

Lonnie McCaffety – Sr. Vice President - Operations
Roger Dean – Vice President & Treasurer
Sandra Boscia – Assistant Secretary

100% Interest

Family Dollar, Inc.
FEIN: 56-2056614

Lonnie McCaffety – President
Roger Dean – Vice President & Treasurer
Sandra Boscia – Assistant Secretary

'19 DEC 14 Liqr. Lic. AM10:00

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

804,817

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: #79891

1. Check the Appropriate Box →

☐ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Piche, Ralphael, Sean (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: AZ

4. Place of birth: Detroit, MI, USA (City / State / COUNTRY (not county)) Height: 5'11" Weight: 235 Eyes: Brown Hair: Brown

5. Name of current/most recent spouse: Piche, Dawn, M. (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 04/15/2005

7. Daytime telephone number: (520) 252-3372 E-mail address: rpiche@familydollar.com

8. Business Name: Family Dollar Store #25918 Business Phone: 520 / 378 / 3173

9. Business Location Address: 4155 State Highway 92, Sierra Vista, AZ 85650, Cochise County (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2014	CURRENT	District Manager	Family Dollar; 500 Volvo Parkway, Chesapeake, VA 23320

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2005 ~~2006~~	CURRENT	43737W. Baker Dr., Maricopa, AZ 85138

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** [X] Yes [ ] No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? [X] Yes [ ] No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? [ ] Yes [X] No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* [ ] Yes [X] No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? [ ] Yes [X] No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* [ ] Yes [X] No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* [ ] Yes [X] No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Ralphael Piche hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of Arizona County of Pinal

The foregoing instrument was acknowledged before me this

1 Day of August, 2019
Day Month Year

My Commission Expires on August 29 2022
Date

LISA MOORE
Notary Public - Arizona
Pinal County
Commission # 550728
My Commission Expires August 29, 2022

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Lonnie McCaffety **SIGNATURE:** [signature]

'19 DEC 14 Liqr. Lic. AM10:00

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Jean Ralphael Piche

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? [X] Yes [ ] No

If **Yes**, indicate place of birth:

City Detroit State (or equivalent) Michigan Country or Territory USA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: Arizona Driver's License
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

Individuals requiring ADA accommodations please call (602)542-9027

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Sear
Ralphael Piche
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

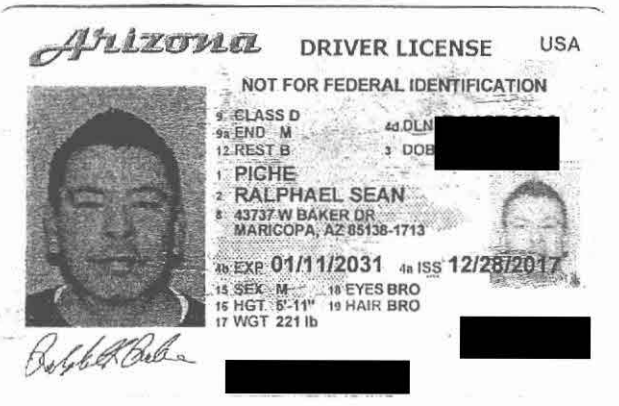
10-24-19
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.


Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION

9 CLASS D
9a END M
12 REST B
4d DLN [redacted]
3 DOB
1 PICHE
2 RALPHAEL SEAN
8 43737 W BAKER DR
MARICOPA, AZ 85138-1713
4b EXP 01/11/2031
4a ISS 12/28/2017
15 SEX M
16 HGT 5'-11"
17 WGT 221 lb
18 EYES BRO
19 HAIR BRO
[redacted]
[redacted]

CLASS: D-Operator
ENDORSEMENTS:
M-Motorcycle
RESTRICTIONS:
B-Corrective Lens Must Be Worn
Rev 02/14/2014
You Must Report a
Change of Address
Within 10 Days

Certificate # AZB-OFF-04810

Certificate of Completion For Title 4 **BASIC** Liquor Law Training

- ☐ On-sale
- ☒ Off-sale
- ☐ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Ralphael Piche
Full Name (please print)

Signature

09/29/2019
Training Completion Date

09/28/2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

09/29/2019
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

19 DEC 14 1:04 LIC M10000

Certificate # AZM0053S

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date

Student Information

Raiphael Piche
Full Name (please print)

Signature

09/26/2019
Training Completion Date

09/26/2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

09/26/2019
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'19 DEC 14 Liq. Lic. #10000

19 DEC 14 Liq. Lic. AM10:00

804,817

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: #79891

1. Check the Appropriate Box → [X] Controlling Person [ ] Agent | [ ] Premises Manager (complete all questions except #12)

2. Name: McCaffety, Lonnie, Wayne (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: VA

4. Place of birth: Houston, TX, USA (City / State / COUNTRY (not county)) Height: 5'10" Weight: 225 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: McCaffety, Sandra, Mendez (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? [ ] Yes [X] No If yes, what is your date of residency: _____

7. Daytime telephone number: (704) 843-1963 E-mail address: lmccaffety@familydollar.com

8. Business Name: Family Dollar Store #25918 Business Phone: 520 / 378 / 3173

9. Business Location Address: 4155 State Highway 92, Sierra Vista, AZ 85650, Cochise County (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/1990	CURRENT	Corporate Officer	Family Dollar; 500 Volvo Parkway, Chesapeake, VA 23320

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
07/2019	CURRENT	313 Cawdor Crossing, Chesapeake, VA 23322
11/2017	07/2019	3003 Capullo Court, Wesley Chapel, NC 28104
10/2008	11/2017	4504 Hoffmeister Drive, Waxhaw, NC 28173

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☒No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☒No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☒No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☒No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Lonnie McCaffety hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of Virginia City County of Chesapeake

The foregoing instrument was acknowledged before me this

My Commission Expires on: April 30, 2021 (Date) 30th (Day) Day of September (Month), 2019 (Year)

JOCELYN PAULINE BENTLEY
NOTARY PUBLIC
REGISTRATION # 7302645
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Jocelyn P Bentley
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

DEC 14 Liq. Lic. AM10:00

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

804,817

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: #79891

1. **Check the Appropriate Box** →

[X] Controlling Person	[ ] Agent	[ ] Premises Manager (complete all questions except #12)

2. Name: Boscia, Sandra, Loftis (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: NC

4. Place of birth: Burlington, NC, USA (City / State / COUNTRY (not county)) Height: 5'7" Weight: 160 Eyes: Grey Hair: Blonde

5. Name of current/most recent spouse: Boscia, Ralph, Anthony (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? [ ] Yes [X] No If yes, what is your date of residency: _____

7. Daytime telephone number: 704-708-1953 E-mail address: sboscia@familydollar.com

8. Business Name: Family Dollar Store #25918 Business Phone: 520 / 378 / 3173

9. Business Location Address: 4155 State Highway 92, Sierra Vista, AZ 85650, Cochise County (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2012	CURRENT	Legal/ Attorney	Family Dollar Stores; 10401 Monroe Road, Matthews, NC 28105

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/2007	CURRENT	127 Meadowbrook Road, Charlotte, NC 28211

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐ Yes ☒ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☒ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☒ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Sandra Bosica hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of Virginia City/County of Chesapeake

The foregoing instrument was acknowledged before me this

My Commission Expires on: April 30, 2021 (Date)

2nd (Day) Day of August (Month), 2019 (Year)

JOCELYN PAULINE BENTLEY
NOTARY PUBLIC
REGISTRATION # 7302645
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'19 DEC 14 Liq. Lic. #1000

804,817

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: #79891

1. Check the Appropriate Box →

[X] Controlling Person [ ] Agent | [ ] Premises Manager (complete all questions except #12)

2. Name: Dean (Last) Roger (First) Wayne (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: VA

4. Place of birth: Roanoke, (City) VA (State) USA (COUNTRY (not county)) Height: 5'9 Weight: 150 Eyes: Hazel Hair: Brown

5. Name of current/most recent spouse: Dean (Last) Deanna (First) Kathleen (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? [ ] Yes [X] No If yes, what is your date of residency: _____

7. Daytime telephone number: 757-321-5354 E-mail address: rdean@dollartree.com

8. Business Name: Family Dollar Store #25918 Business Phone: 520 / 378 /3173

9. Business Location Address: 4155 State Highway 92, Sierra Vista, AZ 85650, Cochise County
(Street (do not use PO Box) | City | State | County | Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/1/1999	CURRENT	VP, Treasury	500 VOLVO PKWY, CHESAPEAKE, VA 23320

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
05/2012	CURRENT	2904 RYAN COURT, VIRGINIA BEACH, VA 23456

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐Yes ☒No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☒No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☒No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☒No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Roger Dean hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____

State of Virginia City County of Chesapeake

The foregoing instrument was acknowledged before me this

My Commission Expires on: April 30, 2021 (Date)

12th (Day) Day of September (Month), 2019 (Year)

JOCELYN PAULINE BENTLEY
NOTARY PUBLIC
REGISTRATION # 7302645
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2021

Jocelyn Bentley
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'19 DEC 14 Liq. Lic. #10100

804,819

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: #79891

1. Check the Appropriate Box → ☐ Controlling Person ☐ Agent ☒ Premises Manager (complete all questions except #12)

2. Name: Sallard, Brenda E Birth Date: [redacted]
Last First Middle (NOT a public record)

3. Social Security #: [redacted] Driver License# [redacted] State: AZ

4. Place of birth: Hermosillo, Sonora, Mexico Height: 5' 4" Weight: 126 Eyes: Brown Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Sallard, Able, F. Birth Date: [redacted]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 06/2009

7. Daytime telephone number: (520) 628-0121 E-mail address: bsallard@familydollar.com

8. Business Name: Family Dollar Store #25918 Business Phone: 520 / 378 / 3173

9. Business Location Address: 4155 State Highway 92, Sierra Vista, AZ 85650, Cochise County
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2010	CURRENT	District Manager	Family Dollar; 500 Volvo Parkway, Chesapeake, VA 23320

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/09	CURRENT	171 W. Camino Espiga, Sahuarita, AZ 85629

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** [X] Yes [ ] No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? [X] Yes [ ] No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? [ ] Yes [X] No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* [ ] Yes [X] No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? [ ] Yes [X] No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* [ ] Yes [X] No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* [ ] Yes [X] No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Brenda Sallard hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Brenda Sallard State of Arizona County of Pima

My Commission expires on: July 31 2020 (Date)

OLGA S NUNEZ
Notary Public - Arizona
Pima County
My Comm. Expires Jul 31, 2020

The foregoing instrument was acknowledged before me this 4th (Day) Day of Oct. (Month), 2019 (Year)

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Lonnie McCaffety **SIGNATURE:**

Individuals requiring ADA accommodations please call (602)542-2999

ARIZONA
Driver License
Number [redacted]
Expires 07/26/2021
Date of Birth [redacted]
Issued 08/09/2011
BRENDA E SALLARD
171 W CAMINO ESPIGA
SAHUARITA AZ 85629-7853
Class D Sex F
Eyes BLK Height 5-04
Hair BK Weight 115
Brenda Sallard

'19 DEC 14 Liq. Lic. #M1000

Certificate # AZB-OFF-04747

☐ On-sale
☑ Off-sale
☐ On- and off-sale

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are noted on the face of the Certificate. Licensed businesses require BASIC Title 4 training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Brenda E Sallard
Full Name (please print)

Brenda Sallard
Signature

09/12/2019
Training Completion Date

09/11/2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

4801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

09/12/2019
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager for a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'19 DEC 14 Liq. Lic. AM10:00

Certificate # AZM-02986

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a format approved by the Arizona Department of Liquor. Certificates are completed by a state approved training provider and, when issued, the Certificate is signed by the course instructor.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of the applicable BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training will be available through the training provider for two years after the training completion date.

Student Information

Brenda E Sallard
Full Name (please print)

Brenda Sallard
Signature

09/13/2019
Training Completion Date

09/13/2022
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

4801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

09/13/2019
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: i) owner(s) actively involved in the daily business operations of a liquor licensed business of a series listed below
ii) licensees, agents and managers actively involved in the daily business operations of a liquor licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
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The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2019

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 1-7-20

Date of Posting Removal: 1-28-20

Applicant's Name: Piche (Last) Raphael (First) Sean (Middle)

Business Address: 4155 State Hwy. 92 (Street) Sierra Vista (City) 85650 (Zip)

License #: Job# 79391

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS SAYLOR
Print Name of City/County Official

CODE COMPLIANCE OFFICER
Title

520 803 3960
Phone Number

Signature

1-28-2020
Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

1/2015

E!
FAMILY DOLLAR
EVERY DAY
LOW
PRICES
NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED
FAMILY DOLLAR
OPEN: 8 AM CLOSE: 10 PM
OPEN: 8 AM CLOSE: 10 PM
OPEN: 8 AM CLOSE: 10 PM
OPEN: 8 AM CLOSE: 10 PM
OPEN: 8 AM CLOSE: 10 PM
OPEN: 8 AM CLOSE: 10 PM
CAREER OPPORTUNITIES
STOP
01/07/2020

COCHISE COUNTY BOARD OF SUPERVISORS

For internal use only:

___ Restaurant/Hotel-Motel

___ Club/Government

___ Transfer of Premises

Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Raphael Sean Piche	Address:	4155 State Hwy 82
Business Name:	Family Dollar Store #25918	City/Zip:	Sierra Vista 85650
Liquor License #:	Job #79891	Parcel #:	107-66-071
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval	Disapproval
	☒	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	GB (General Business)
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	CP-02-5132
Date Permit Issued:	07/10/03	Use Permitted:	Retail Sales - Family Dollar Store
If use not permitted, is it LNC?	Y ☐ N ☒	Year LNC Established:	N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name:	Dora V Amaya	Title:	Zoning Administrator
Signature:	Dora V Amaya	Date:	January 7, 2020
Contact phone:	520.803.3960	Email:	damaya@cochise.az.gov

Return completed form with any attachments by: January 14, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Ralphael Sean Piche	**Address:**	4155 State Hwy. 82
Business Name:	Family Dollar Store #25918	**City/Zip:**	Sierra Vista 85650
Liquor License #:	Job #79891	**Parcel #:**	107-66-071
Ownership Type:	n/a	**Liquor License** ☒	**Special Event Liquor License** ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. **There have been a significant number of incidents at the named location within five (5) years prior to the application.**

If so, please attach pertinent documentation.

Comments: The Sheriff's Office has not had to respond to a significant number of calls for service at the above location within the last 5-years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	**Approval**	**Disapproval**	**No Recommendation**
	☐	☐	☒

Name:	Richard Morales	**Title:**	Lieutenant
Signature:		**Date:**	01/06/2020
Contact phone:	(520)353-5087	**Email:**	RDMorales@cochise.az.gov

Return completed form with any attachments by: January 14, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Ralphael Sean Piche	Address:	4155 State Hwy. 82
Business Name:	Family Dollar Store #25918	City/Zip:	Sierra Vista 85650
Liquor License #:	Job # 79891	Parcel #:	107-66-071
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

☐ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

X The Health Department is currently working with the property owner on health-related issues with the subject property.

Name:	Michael McGee	Title:	Interim EH Director
Signature:	Michael McGee	Date:	1/2/20
Contact phone:	520-586-8206	Email:	mmcgee@cochise.az.gov

Return completed form with any attachments by: January 14, 2020

COCHISE COUNTY BOARD OF SUPERVISORS

Telephone (520) 432-9200
Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name:	Ralphael Sean Piche	Address:	4155 State Hwy. 82
Business Name:	Family Dollar Store #25918	City/Zip:	Sierra Vista 85650
Liquor License #:	Job #79891	Parcel #:	107-66-071
Ownership Type:	n/a	Liquor License ☒	Special Event Liquor License ☐
Partner(s):	n/a		

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name:	KATHLEEN WILSON	Title:	TAX SPECIALIST 1
Signature:	KATHLEEN WILSON	Date:	12/31/2019
Contact phone:	520-432-8404	Email:	KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: January 14, 2020

Action 11.

Regular Board of Supervisors Meeting **Court Administration**

Meeting Date:	02/11/2020		
Approval of 5 year contract with Dr. Sloan R King, PhD, LLC			
Submitted By:	Anne Coppola, Procurement		
Department:	Procurement		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Niltza Flores	**TITLE of PRESENTER:**	Associate Court Administrator
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 13-3993

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a 5 year contract with Dr. Sloan R King, PhD, LLC for Restoration to Competency Services, in the amount of $15,000 per case, effective February 11, 2020.

Background:

The Court Services Department requested that the Procurement Department procure services for Return to Competency Services.

The Procurement Department released a Request for Proposal on October 23, 2019 and a closing date of November 6, 2019. Two proposals were received for this solicitation with Dr. Sloan R. King being the highest rated due to pricing and other factors considered.

This contract will allow the County to retain a single contractor for the duration of 5-years, acting as a blanket contract for return to competency cases.
Any pricing increase submitted by the contractor that is equal to or over $30,000.00 and is determined fair and reasonable by Procurement, will be submitted for approval to the Board per Cochise County Procurement Policy, section 17.8, "Equipment, Goods, and Services Change Orders."

Department's Next Steps (if approved):

Issue contract and Purchase Order (PO) to Dr. Sloan R. King, PhD, LLC which will allow them to start work.

Impact of NOT Approving/Alternatives:

This is a state mandated service. If not approved, this will impact the budget due to having to send defendants to Pima County or the Phoenix area which impose much higher rates than the one contracted.

To BOS Staff: Document Disposition/Follow-Up:

Please sign 20-18-SUP-02 Offer Acceptance Award Letter and provide 1 (1) copy to the Procurement Department, ATTN: Nicole Diaz

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

RFP Signed
Terms and Conditions
Scope of Work
Proposal
Pricing
Scoring Summary
Offer Acceptance Letter

Request for Proposal (RFP)

20-18-SUP-02

Submission Deadline

WEDNESDAY, November 6th, 2019

4:00 PM Local Time

Prepared by Cochise County

Procurement Department

On behalf of the Cochise County

Superior Court

For Restoration to Competency Services

1415 Melody Lane, Building C
Bisbee, AZ 85603
PH: (520) 432-8391 | FAX: (520) 432-8397
procurement@cochise.az.gov

Contents

1.0 INTENT 3
2.0 SCOPE OF WORK 4
3.0 PURPOSE 4
4.0 APPROVAL 4
5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT 4
6.0 SUBMISSION INSTRUCTIONS 5
7.0 FEDERAL REGULATORY REQUIREMENTS 5
8.0 EVALUATION CRITERIA 6
9.0 SELECTION PROCEDURES 6
10.0 ATTACHMENTS 6
11.0 AUTHORITY 7

1.0 INTENT

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

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

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

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

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

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

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

2.0 SCOPE OF WORK

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

3.0 PURPOSE

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

4.0 APPROVAL

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

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

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

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

5.1.1 Proposals shall include the following information:

A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;

B. Technical Ability – A summary which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work; and

C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors ability to perform from previous experience in performance of related work.

6.0 SUBMISSION INSTRUCTIONS

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

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

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

https://cochise.bonfirehub.com/portal/?tab=openOpportunities

6.3 Faxed and hard copy submissions will not be accepted.

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

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

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

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

7.0 FEDERAL REGULATORY REQUIREMENTS

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

8.0 EVALUATION CRITERIA

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

- Technical Evaluation in accordance with attached Scope of Work (total of 50 possible points)
  - Technical ability to perform the required elements of Scope of Work (30 points)
  - Past performance within last 5-years (20 points)
- Price Evaluation (Total of 50 possible points)

9.0 SELECTION PROCEDURES

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

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

10.0 ATTACHMENTS

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

- Attachment 1 – Terms and Conditions
- Attachment 2 – Scope of Work

11.0 AUTHORITY

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

VENDOR

Sloan R. King	November 4, 2019
Signature	Date
Dr. Sloan R. King, PhD, CRC	Sloan R. King, PhD, LLC
Printed Name	Firm Name

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-34-HEA-02

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

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

1.2 Maximum Payment Amount

The County's total payment for any contract will not exceed the amount of the total contract amount, unless otherwise modified. Additionally, the County will not exceed the amount of any fiscal year purchase order, unless otherwise modified. The aggregate total of all purchase orders shall not exceed the maximum contract value. The Contractor shall not provide any goods or services above and beyond any approved contract amounts. If a Contractor provide goods and/or services above the approved contract amount, the Contractor is choosing to do so at its own risk.

1.3 Payment Terms

In accordance with A.R.S. § 35-342, the County reserves the right to apply Net 30 payment terms, unless negotiated terms have been determined to be more advantageous to the County, to all invoices submitted after the contract is awarded. The County will include any relevant discount terms during the evaluation for contract award, if it is deemed to be in the best interest of the County. All payments shall comply with all requirements of A.R.S. Titles 35 and 41.

1.4 Invoice Timing

In accordance with A.R.S. § 11-622, upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days, and the County shall not pay any invoices that are not submitted within 6 months of completion of work or delivery of supplies.

1.5 Payment Timing

The Contractor shall not commence any billable work or provide any material or services under this Contract until Contractor receives an executed copy of the Purchase Order (PO) or is otherwise directed to do so in writing by the County Procurement Department. The County will pay the Contractor in accordance with A.R.S. § 11-217, following the submission of itemized invoice(s), including the Contractor company name, phone, invoice number, email address, and mailing address for any services rendered or materials delivered. No payment shall be issued prior to receipt of service and/or goods and a correctly itemized invoice. Each payment request must bear written certification by an authorized County representative confirming the services or goods for which payment is requested have been performed and/or received.

1.6 Authorized Ordering Official

In accordance with A.R.S. § 11-201(3), the Contractor shall not commence, nor perform work above and beyond the scope, work without receiving either a contract or amendment signed by the Cochise County Procurement Department or Board of Supervisors, or without furnishing of approved purchase order. Promises or agreements between contractor and County employees not authorized to contractually obligate Cochise County shall be considered null and void, and payments for good or services rendered under any such promises or agreements without a contract or purchase order shall not be compensated.

1.7 IRS W-9 Form

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

1.8 Economic Price Adjustment

Some contracts awarded by Cochise County shall be subject to economic price adjustment which requires the delivery of materials in order to complete services requested. The economic price adjustment will be subject to the Commercial Price Index (CPI). No economic price adjustment or negotiated amendment shall be approved for an increase higher than that fluctuation of the CPI, unless otherwise approved by the Procurement Department. If expressly allowed within the contract, the Contractor shall request a price adjustment and provide documentation of price increases.

1.9 Tax Indemnification

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

1.10 Availability of Funds for Current Fiscal Year

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

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

1.11 Availability of Funds for the Next Fiscal Year

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

1.12 Right of Offset

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

1.13 Payment by the County

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

2.0 Contract Performance

2.1 Arizona Law

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

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

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

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

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

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

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

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

2.9 Record Retention

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

2.10 Audit

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

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

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

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

2.11 Non-Discrimination

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

2.12 Notices

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

2.13 Federal Immigration and Nationality Act

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

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

2.14 Advertising, Publishing and Promotion of Contract

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

2.15 Property of the County

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

2.16 Modifications

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

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

2.17 Contractor/Vendor Indemnification (Not Public Agency)

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

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

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

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

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

2.20 Cancellation for Conflict of Interest

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

2.21 Gratuities

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

2.22 Termination for Convenience

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

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

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

2.23 Termination for Default

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

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

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

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

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

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

2.28 Data

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

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

2.31 Insurance

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

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

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

2.31.1.1 Professional Liability (Errors and Omissions Liability)

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

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

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

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

2.31.1.2Worker's Compensation and Employers' Liability

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

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

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

2.31.2.1On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

2.31.2.2The Contractors insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2.31.2.3Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

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

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

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

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

2.31.6 **APPROVAL and MODIFICATIONS:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

3.0 Contract Performance

3.1 Delivery

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

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

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

3.4 Facilities Inspection and Materials Testing

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

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

3.5 Subcontracts

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

3.6 Assignment - Delegation

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

3.7 Agreement Assignment

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

3.8 Risk of Loss

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

3.9 Liens

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

3.10 Quality

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

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

3.11 Fitness

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

3.12 Nonconforming Tender

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

3.13 Inspection/Testing

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

3.14 Compliance with Applicable Laws

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

3.15 Purchase Orders

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

3.16 Right to Assurance

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

3.17 Stop Work Order

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

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

3.18 Warranties

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

3.19 Licenses

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

3.20 Notice to Proceed

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

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

3.21 Guarantee

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

4.0 Legal

4.1 Force Majeure

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

Force Majeure shall not include the following occurrences:

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

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

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

4.2 Antitrust Violations

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

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

4.3 Non-exclusive Remedies

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

4.4 Suspension or Debarment

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

4.5 Claims and Disputes

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

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

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

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

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

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

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

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

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

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

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

4.6 Arbitration

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

4.7 Certification Pursuant to A.R.S. § 35-393.01

If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.8 Non-Collusion

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

4.9 Protests and Appeals

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

4.10 Contract

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

4.11 Legal Remedies

If the Contractor and the County are unable to mutually resolve disputes arising under this contract, all disputes arising under or relating to this Contract shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for

all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing. If the Contractor and Cochise County can mutually agree upon an Arbitrator, that Arbitrator shall be selected. If not, the Contractor and Cochise County shall each select an Arbitrator and those two Arbitrators shall select a third Arbitrator (or the Contractor and Cochise County shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration. All claims and controversies shall be subject to A.R.S. § 12-1518 et. seq.

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

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

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

4.12 Rights and Remedies

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

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-18-SUP-02

Attachment 2 – Scope of Work

In accordance with 20-18-SUP-02, the Contractor ("Provider") shall provide all labor, materials, transportation and expertise in order to accomplish Restoration to Competency services to the satisfaction of the County. The Provider shall complete the following:

1.0 RESTORATION TO COMPETENCY AND RULE 11 PROVIDER RESPONSIBILITIES

Provider shall evaluate the mental competency of the defendant and prepare and submit a written report to the Superior Court indicating whether the defendant is competent to stand trial. Provider shall provide educational services to the defendant with the purpose of creating a legally sufficient understanding of the court system, and processes to allow the defendant to effectively assist counsel in his/her own defense.

Provider agrees to provide Restoration to Competency ("RTC") services and submit a written Rule 11 Report to the Superior Court indicating whether defendant is competent to stand trial, as described in Arizona Revised Statutes 13-4501 through 13-4515 and Arizona Rules of Criminal Procedure 11.1 to 11.8. For in custody restoration services and Rule 11 valuations, all defendant contact will be provided at the Cochise County Adult Detention Center located in Bisbee, Arizona or at detention facilities located in Willcox and Sierra Vista, Arizona. Provider will confer with jail and jail medical staff, as needed, to further the restoration process. Provider shall be aware that the jail facilities are high risk areas. In the event of a security, medical or other emergency, the Provider may be denied access to the facility or defendant. It is important for Provider to always remain aware of where the physical boundaries lie between staff and defendants, while treating him/her in a fair and friendly manner, where appropriate. If a judge orders an out of custody service to be held outside of the jail, but within Cochise County, a facility will be designated by the Superior Court Administrator or designee within Cochise County, typically in the Bisbee or Sierra Vista area, during normal business hours. If the defendant does not appear for one of the out of custody meetings, they will likely be ordered back to jail to complete the restoration process.

Provider will meet with the defendant within seven (7) business days of case appointment and conduct at least one (1) two-hour evaluation session each month during the duration of the RTC enrollment.

> The educational component of the RTC program will be the responsibility of the Provider. The Provider or educational subcontractor of the Provider shall meet with the defendant at least four (4) times per month for at least two hours. The first educational session will occur within two (2) weeks of case acceptance. Provider shall use the Cochise County Superior Court Defendant Workbook or equivalent. Provider shall retain the completed workbook and make it available to the court upon request.

Provider shall maintain any and all required licensure and otherwise remain in good standing as specified by the Arizona Revised Statutes and Arizona Rules of Criminal Procedure.

2.0 CASE APPOINTMENT

The Superior Court Administrator or designee shall notify the Provider of a case appointment within one (1) business day of appointment. The formal minute entry order will be forwarded as soon as practicable. Provider shall indicate case acceptance within one (1) business day of notification of appointment.

3.0 REPORTS

Provider shall provide periodic status reports to the court, no less frequently than every 60 days, describing the patient/defendant/inmate's progress, either at the initiative of the Provider or upon the request/direction of the court.

Provider shall furnish time records documenting appearances at the jail to provide RTC services or at out of custody locations. Time records shall accompany all invoices.

The final report shall opine the following:

- The defendant is competent; or
- The defendant is not competent and not restorable.

In the event, the defendant is not competent and not restorable, the Provider shall opine as to the defendant's dangerousness. The Provider shall consult with the clinical coordinator or designee as to the discharge options for defendants found not competent and not restorable.

The final report shall contain all the legally required elements and be consistent with the sample report formats which will be provided by the court.

4.0 PSYCHOLOGICAL TESTING

Provider shall administer tests to address the question of the defendant's competence. At a minimum, the Evaluation for Competency to Stand Trial ("ECST") shall be administered to all defendants, unless there are indications that the test is not valid for a defendant. In that case, the Provider will use an alternative test that will provide valid results. If no such test exists, the Provider shall note this is in the Rule 11 report. Appropriate testing for malingering shall be administered where indicated. The court may direct specific testing where specific questions about competence require clarification.

COUNTY RESPONSIBILITIES

The County shall house the defendant at one of the Cochise County Adult Detention Centers and provide all medical services to the defendant. The County will furnish the Provider with reasonable access to the jail, defendant, medical staff and medical records. The County designates the Jail Medical Director or his/her designee as the point of contact for all Providers inquiries regarding medical care of the defendant. The County will provide space at the jail to educate and evaluate defendants at the jail. The County will designate a physical location for out of custody services, typically in the Bisbee or Sierra Vista area during normal business hours.

SUPERIOR COURT RESPONSIBILITIES

The Superior Court will serve as a liaison and will forward copies of court records to the Provider and will be the billing contact for RTC services. Billing for Rule 11 evaluations shall be forwarded to the Indigent Defense Coordinator specified in Exhibit C – Sample Professional Service Agreement.

The Superior Court or designee shall work with the jail staff to collect collateral information about the defendant for the use of the Provider. This information packet will be available five (5) business days after the case appointment.

If interpreter services are needed to conduct the RTC/Rule 11 evaluation, the Court will provide one. The Provider shall contact the Chief Court Interpreter at least forty-eight (48) hours in advance for a Spanish interpreter. Given the difficulty in procuring interpreters for exotic languages (other than Spanish), if one is required the Provider and the Court will jointly develop a Provider service schedule to ensure the attendance of a qualified interpreter.

Attachment 2 – Scope of Work (Technical Ability)
Submitted by Dr. Sloan R King, PhD, LLC

In accordance with 20-18-SUP-02, I (hereafter referred to as "Dr. King") will provide all labor, materials, transportation and expertise in order to accomplish Restoration to Competency services to the satisfaction of the County.

RESTORATION TO COMPETENCY PROVIDER RESPONSIBILITIES

Dr. King shall evaluate the mental competency of the defendant and prepare and submit a written report to the Superior Court indicating whether the defendant is competent to stand trial. Dr. King will also provide educational services to the defendant with the purpose of creating a legally sufficient understanding of the court system as well as ensure the defendant can effectively assist counsel in his/her own defense. Dr. King agrees to provide Restoration to Competency ("RTC") services and submit a written Rule 11 Report to the Superior Court indicating whether defendant is competent to stand trial, as described in Arizona Revised Statutes 13-4501 through 13-4515 and Arizona Rules of Criminal Procedure 11.1 to 11.8.

For in custody restoration services and Rule 11 evaluations, Dr. King will see defendants at the Cochise County Adult Detention Center located in Bisbee, Arizona or at detention facilities located in Willcox and Sierra Vista, Arizona. Dr. King will confer with jail and jail medical staff, as needed, to further the restoration process and is aware that the jail facilities are high risk areas. Dr. King has worked in various correctional facilities over the years, including maximum security prisons, and is therefore well practiced in remaining aware of all levels of boundaries with staff and defendants while treating individuals in a fair and friendly manner. Dr. King will also provide services out of custody as designated by the Superior Court Administrator or designee within Cochise County, typically in the Bisbee or Sierra Vista area, during normal business hours. If the defendant does not appear for one of the out of custody meetings, the county will be billed for the time blocked.

Dr. King will meet with the defendant within seven (7) business days of case appointment and receipt of collateral information, conducting at least one (1) two-hour evaluation session each month during the duration of the RTC enrollment. Dr. King will also be fully responsible for the educational component of the RTC program and shall meet with the defendant at least four (4) times per month for at least two hours, unless other factors interfere such as a non-compliant defendant, illness, or disciplinary issues resulting in inaccessibility/premature termination of session. The first educational session will occur within two (2) weeks of case acceptance, presuming receipt of collateral information following the case appointment. Dr. King utilizes the "Cochise County Superior Court Defendant Workbook" which is based on the Arizona State Hospital model but modified for use as appropriate to Cochise County detainees. Dr. King will allow the defendant to keep this book during the course of restoration, but collect it at the end to be filed with all completed worksheets. All materials are available to the court upon request.

Dr. King maintains appropriate licensure as a psychologist and is in good standing with the Arizona Board of Psychology.

REPORTS
Dr. King shall provide periodic status reports to the court, no less frequently than every 60 days, describing the patient/defendant/inmate's progress, or upon the request/direction of the court at any point in time. Dr. King shall document time spent providing RTC services within the invoice.

The final report will include the following:
• The defendant is competent; or
• The defendant is not competent and not restorable.

In the event, the defendant is not competent and not restorable, Dr. King will opine as to the defendant's dangerousness and also consult with the clinical coordinator or designee as to the discharge options for defendants found not competent and not restorable, as appropriate. The final report shall contain all the legally required elements.

PSYCHOLOGICAL TESTING
Dr. King shall administer tests to address the question of the defendant's competence. At a minimum, the Evaluation for Competency to Stand Trial-Revised ("ECST-R") shall be administered to all defendants, unless there are indications that the test is not valid for a defendant. In that case, Dr. King may choose an alternative test as appropriate. If this is not possible, such limitations will be noted in the Rule 11 report. Appropriate testing for malingering shall be administered where indicated and Dr. King will accommodate the court's request for certain testing where specific questions about competence require clarification.

INTERPRETER SERVICES
Dr. King will work with the Chief Court Interpreter in securing assistance at least forty-eight (48) hours in advance for a Spanish interpreter. If another language is required, Dr. King will work with the court in securing such assistance.

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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Phone: (520) 432-8390 | Fax: (520) 432-8397

20-18-SUP-02
Appendix A - Pricing

Date of Pricing Doc: _____

Vendor Firm Name: _____

Authorized POC: _____

Vendor POC Phone: _____

Vendor POC Email: _____

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

Line Item	Description	Price
1	Psychological Testing in accordance with court order	$
2	Educational Component	$
3	Reports	$

Freight: $_____

Estimated Taxes: $_____

Tax Rate: _____%

Required Delivery By: days

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

Valid for: _____ days

Payment Terms: Net _____ days

Discounted Terms: _____

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

Authorized Signature: _____

Scoring Summary

Active Submissions

	Total	Technical Proposal	Past Performance	Pricing
Supplier	**/ 100 pts**	**/ 25 pts**	**/ 25 pts**	**/ 50 pts**
Dr. Sloan R. King, PhD, LLC	100 pts	25 pts	25 pts	50 pts ($15,000.00)
NaphCare, Inc.	37.17 pts	16.33 pts	18.33 pts	2.5 pts ($300,000.00)

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20-18-SUP-02

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 11th day of February, 2020 by and between COCHISE COUNTY ("COUNTY"), and Dr. Sloan R King, PhD, LLC ("CONTRACTOR").

In accordance with RFP 20-18-SUP-02, the COUNTY hereby awards a single/multiple year CONTRACT to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the County's Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order ("PO") as approved by the COUNTY's Procurement Department.

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

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	02/11/2020 – 02/10/2021
Renewal Option 1:	02/11/2021 – 02/10/2022
Renewal Option 2:	02/11/2022 – 02/10/2023
Renewal Option 3:	02/11/2023 – 02/10/2024
Renewal Option 4:	02/11/2024 – 02/10/2025

CONTRACTOR:

Dr. Sloan King, PhD,LLC
630 North Craycroft Road
Tucson, AZ 85711
520-344-8232
Drsloanking@gmail.com

AUTHORIZED ORDERING OFFICIAL:

John Schow
Court Administrator
Cochise County Superior Court
100 Quality Hill
Bisbee, AZ 85603
520-432-8505
JSchow@cochise.az.gov

COUNTY PROCUREMENT:

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

ACCEPTANCE OF OFFER:

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

This contract is for: Restoration to competency services and shall not exceed $15,000.00 per case.

This contract shall henceforth be referenced as Contract 20-18-SUP-02. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this Contract until the CONTRACTOR receives an executed PO or Notice to Proceed.

Awarded this 11th day of February, 2020.

BOARD OF SUPERVISORS:

Thomas E. Borer
Chairman

Date

ATTEST:

Kim Lemons
Clerk of the Board

Date

APPROVED AS TO FORM:

Sara L. Dent

Sara L. Dent
Civil Deputy County Attorney

01/29/2020

Date

			Action 12. Facilities
Regular Board of Supervisors Meeting			
Meeting Date:	02/11/2020		
Approval of 5 year contract with A&R Fire Protection for Fire Prevention and Maintenance Services			
Submitted By:	Anne Coppola, Procurement		
Department:	Procurement		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Henry Meraz & Anne Coppola	**TITLE of PRESENTER:**	Facilities Director/ Contracts Administrator
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	National Fire Protection Agency

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a 5 year contract with A&R Fire Protection LLC for the Maintenance of Fire Systems throughout Cochise County, in the amount of $300,000 ($60,000 per year), effective February 11, 2020.

Background:

The Facilities Department requested that the Procurement Department procure services for the Inspection, Maintenance and Repair of the Fire Systems throughout Cochise County.

The Procurement Department released a Request for Proposal (RFP) to the public on September 18, 2019, a site visit on September 26, 2019 and a closing date of October 10, 2019.

One vendor submitted a proposal for this solicitation, A&R Fire Protection LLC. A&R's proposed service and pricing is fair and reasonable for the County.
This contract will allow the County to retain a single contractor for the duration of 5-years, acting as a blanket for all inspections, maintenance and if any repairs are needed on the fire systems located throughout Cochise County.

Within this 5 year period, if any large projects are identified, they will be negotiated with the vendor on a proposed scope of work from the County to the Contractor, and shall be determined to be fair and reasonable in order to be approved by the Board, if found to be over $30,000.00 per Cochise County Procurement Policy, section 17.8, "Equipment, Goods, and Services Change Orders."

Department's Next Steps (if approved):

Issue contract and Purchase Order (PO) to A&R Fire Protection LLC which will allow them to start work.

Impact of NOT Approving/Alternatives:

The Fire Protection Systems will go out of Inspection and Maintenance Compliance and the County which will be noted by any City, State, Federal Fire Marshals and OSHA.

To BOS Staff: Document Disposition/Follow-Up:

Please sign 20-14-FAC-03 Offer Acceptance Award Letter and provide one (1) copy to the Procurement Department, ATTN: Anne Coppola

---

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year:

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

Ongoing Costs? ($$$):

County Match Required? ($$$):

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

Source of Funding?: Facilities Budget

Fiscal Impact & Funding Sources (if known):

None

Attachments

RFP Signed

Terms and Conditions

Scope of Work

Pricing

Cochise County Building Master List

Offer Acceptance Award Letter

Request for Proposal (RFP)

20-14-FAC-03

Submission Deadline

October 10, 2019

4:00pm Local Time

Prepared by Cochise County

Procurement Department

On behalf of the Cochise County

Facilities Department

For Fire Prevention Testing, Monitoring Systems, Elevator Maintenance

1415 Melody Lane, Building C
Bisbee, AZ 85603
PH: (520) 432-8391 | FAX: (520) 432-8397
procurement@cochise.az.gov

Contents

1.0 INTENT 3
2.0 SCOPE OF WORK 4
3.0 PURPOSE 4
4.0 APPROVAL 4
5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT 4
6.0 SUBMISSION INSTRUCTIONS 5
7.0 FEDERAL REGULATORY REQUIREMENTS 5
8.0 EVALUATION CRITERIA 6
9.0 SELECTION PROCEDURES 6
10.0 ATTACHMENTS 6
11.0 AUTHORITY 7

1.0 INTENT

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

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

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

A mandatory site visit will be held in conjunction with this RFP. Site visit is scheduled for October 1, 2019 beginning at 9:00am.

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

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

Anne Coppola
Buyer
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
Office: (520) 432-8391
Fax: (520) 432-8397
ACoppola@cochise.az.gov

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

2.0 SCOPE OF WORK

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

3.0 PURPOSE

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

4.0 APPROVAL

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

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

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

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

5.1.1 Proposals shall include the following information:

A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;

B. Technical Ability – A summary which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work.

C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors previous experience in performance of related work; and

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

E.

6.0 SUBMISSION INSTRUCTIONS

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

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

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

https://cochise.bonfirehub.com/portal/?tab=openOpportunities

6.3 Faxed and hard copy submissions will not be accepted.

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

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

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

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

7.0 FEDERAL REGULATORY REQUIREMENTS

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

8.0 EVALUATION CRITERIA

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

- Technical Capability (25 total possible points)
- Past Performance (25 total possible points)
- Pricing (50 total possible points)

9.0 SELECTION PROCEDURES

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

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

10.0 ATTACHMENTS

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

- Attachment 1 – Terms and Conditions
- Attachment 2 – Scope of Work
- Attachment 3 – Submission Instructions
- Appendix A – Vendor Submission Form

11.0 AUTHORITY

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

VENDOR

Signature

10/09/19

Date

Steven Thompson

Printed Name

A&B Fire Protection

Firm Name

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

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

1.2 Payment Terms

The County reserves the right to apply Net 30 payment terms, unless negotiated terms have been determined to be more advantageous to the County, to all invoices submitted after the contract is awarded. The County will include any relevant discount terms during the evaluation for contract award, if it is deemed to be in the best interest of the County.

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

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

1.3 IRS W-9 Form

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

1.4 Economic Price Adjustment

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

1.5 Tax Indemnification

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

1.6 Availability of Funds for Current Fiscal Year

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

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

1.7 Availability of Funds for the Next Fiscal Year

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

1.8 Right of Offset

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

1.9 Payment by the County

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

2.0 Contract Performance

2.1 Arizona Law

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

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

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

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

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

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

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

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

2.9 Record Retention

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

2.10 Audit

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

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

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

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

2.11 Non-Discrimination

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

2.12 Notices

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

2.13 Federal Immigration and Nationality Act

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

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

2.14 Advertising, Publishing and Promotion of Contract

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

2.15 Property of the County

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

2.16 Modifications

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

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

2.17 Contractor/Vendor Indemnification (Not Public Agency)

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

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

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

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

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

2.20 Cancellation for Conflict of Interest

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

2.21 Gratuities

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

2.22 Termination for Convenience

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

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

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

2.23 Termination for Default

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

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

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

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

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

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

2.28 Data

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

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

2.31 Insurance

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

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

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

2.31.1.1Professional Liability (Errors and Omissions Liability)

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

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

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

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

2.31.1.2Worker's Compensation and Employers' Liability

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

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

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

2.31.2.1 On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

2.31.2.2 The Contractors insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2.31.2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

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

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

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

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

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

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

3.0 Contract Performance

3.1 Delivery

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

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

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

3.4 Facilities Inspection and Materials Testing

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

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

3.5 Subcontracts

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

3.6 Assignment - Delegation

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

3.7 Agreement Assignment

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

3.8 Risk of Loss

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

3.9 Liens

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

3.10 Quality

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

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

3.11 Fitness

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

3.12 Nonconforming Tender

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

3.13 Inspection/Testing

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

3.14 Compliance with Applicable Laws

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

3.15 Purchase Orders

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

3.16 Right to Assurance

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

3.17 Stop Work Order

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

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

3.18 Warranties

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

3.19 Licenses

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

3.20 Notice to Proceed

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

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

3.21 Guarantee

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

4.0 Legal

4.1 Force Majeure

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

Force Majeure shall not include the following occurrences:

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

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

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

4.2 Antitrust Violations

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

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

4.3 Non-exclusive Remedies

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

4.4 Suspension or Debarment

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

4.5 Claims and Disputes

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

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

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

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

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

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

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

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

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

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

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

4.6 Arbitration

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

4.7 Boycott of Israel

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

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

4.8 Non-Collusion

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

4.9 Protests and Appeals

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

4.10 Contract

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

4.11 Legal Remedies

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

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

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

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

4.12 Rights and Remedies

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

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03

Attachment 2 – Scope of Work

This is a multi- tasked contract. Please reference the part of the scope that is applicable to Contractor expertise. In accordance with 20-14-FAC-03, the Contractor shall provide all labor, materials, transportation and expertise in order to accomplish Fire Prevention Testing, Monitoring Systems, and Elevator Maintenance to the satisfaction of the County and in accordance with National Fire Protection Agency Standards and Requirements. The Contractor shall complete the following tasks:

Section 1: Fire Prevention Testing

Task 1- Complete and Provide the County with a complete inventory list of fire systems to include:

- Fire Extinguishers
- Fire Panels
- Panel Annunciator(s)
- Detection systems (i.e. heat, smoke, combustion, etc.)
- Door lock and release system(s)
- Sprinkler Systems
- Wet Systems
- Clean Agent Systems
- Kitchen Hood Suppression
- Fire Pumps
- Alternate water source (including but not limited to: tanks, hydrants, etc.)
- Transfer Stations

Once initial inventory is completed, Contractor will update inventory list as needed.
An updated inventory list is due to the County every 180 days (every six months).

Task 2- Testing: On a per site basis, County Wide Quarterly and Annual Testing of Advanced Fire Systems to include a detailed report of deficiencies and corrective action reports. Advanced Fire Systems to be tested:

- Fire Extinguishers
- Fire Extinguishers requiring the 5 year hydro testing will be replaced with a valid, up-to-date extinguisher
- Fire Panels

- Panel Annunciator(s)
- Detection systems (i.e. heat, smoke, combustion, etc.)
- Door lock and release system(s) - In Conjunction with PrevenTronics (currently on contract with Cochise County for this system)
- Sprinkler Systems
- Wet Systems
- Clean Agent Systems
- Kitchen Hood Suppression
- Fire Pumps
- Alternate water source (including but not limited to: tanks, hydrants, etc.)

Task 3- Fire suppression company shall keep pertinent parts in inventory in order minimize down-time in the occurrence of a system outage.

Task 4- Coordination with other monitoring vendors: Contractor shall coordinate with required vendors in order to test and monitor the following:

- Door and lock release system(s)- PrevenTronics
- Elevator systems
- Monitoring systems

Task 8- Special Projects. These will be on a case by case basis and pricing will be provided as the projects move forward. Special projects include:

- Court House in Bisbee (Historical Building)- System Upgrade
- Bisbee Jail System Upgrade (system is old and advanced)

Section 2: Monitoring Systems:

Task 1: On a per site basis, monitor Fire Systems, including, but not limted to:.

- Fire Panels
- Panel Annunciator(s)
- Detection systems (i.e. heat, smoke, combustion, etc.)
- Door lock and release system(s)
- Sprinkler Systems
- Wet Systems
- Clean Agent Systems
- Kitchen Hood Suppression
- Fire Pumps
- Alternate water source (including but not limited to: tanks, hydrants, etc.)

Task 2: Response time- Contractor must provide response to alarms and/or notifications provided by designated facility employee(s) of problems within 24 hours.
Contractor must provide to the County written documentation to acknowledgment time (upon receiving the notification) and response time.

Section 3: Elevator Monitoring and Maintenance:

Task 1: Keep all County elevators running and in safe working order
Task 2: Keep all inspections up to date
Task 3: Keep permits valid and posted
Task 4: Work with fire suppression company to keep fire suppression elevator systems functioning

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03
Appendix A - Pricing

Date of Pricing Doc: 10/09/2019
Vendor Firm Name: A&R Fire Protection
Authorized POC: Steven Thompson
Vendor POC Phone: 520-942-7686
Vendor POC Email: Steven@a-rfireprotection.com

Vendor agrees to furnish the following materials and/or services according to the following pricing schedule: Please submit pricing as applicable to the portion as it affects your company's proposal:

Line Item	Part Number (If Applicable)	Description	Unit of Measure	Price
1	N/A	Fire Protection Systems Monitoring Systems Elevator Maintenance and Monitoring	Lump Son	60,000.00

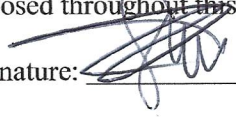
Freight: N/A
Estimated Taxes: $0
Tax Rate: 0 %

Required Delivery By: 45 days

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

Valid for: 45 days
Payment Terms: Net 15 days
Discounted Terms: no discount terms

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

Authorized Signature: 

City	Site	Address	Location	Bldg/Floor	Department/Occupant	Sub-Total / Total	Building Sq. Feet	TOTAL	Custodial Provided
Benson	Service Center	126 East 5th Street			Adult Probation		3,080		Y
Benson		126 East 5th Street			Assessor		1,100		Y
Benson	Service Center	126 East 5th Street			Justice Court #3		2,380		Y
Benson	Service Center	126 East 5th Street			Juvenile Court Services		1,056		Y
Benson	Service Center	126 East 5th Street			Health		5,232		Y
Benson	Service Center	126 East 5th Street			Planning/Zoning		332		Y
Benson	Service Center	126 East 5th Street			Board of Supervisors		332		Y
Benson	Service Center	126 East 5th Street			Sheriff Sub-Station		2,980		Y
Benson	Service Center	126 East 5th Street			*Common*		1,508		Y
Benson	**Service Center**	**126 East 5th Street**			**Multiple**	**TOTAL**		**18,000**	**Y**
Benson	Road Yard	901 East 4th Street			Highway/Floodplain		4,000		N
Benson	**Road Yard**	**901 East 4th Street**			**Highway/Floodplain**	**TOTAL**		**4,000**	**N**
Benson	Transfer Station	980 North Madison			Solid Waste		6,480		N
Benson	**Transfer Station**	**980 North Madison**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Bisbee	Melody Lane	1415 Melody Lane		Building A	Health		8,961		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	Housing		8,961		Y
Bisbee	Melody Lane	1415 Melody Lane	Basement	Building A	Elections		2,640		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	*Common*		8,077		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	*Shared*		1,865		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	Multiple	Sub-Total	30,504		Y
Bisbee	Melody Lane	1415 Melody Lane		Building B	Assessor		5,492		Y
Bisbee	Melody Lane	1415 Melody Lane		Building B	Recorder		5,492		Y
Bisbee	Melody Lane	1415 Melody Lane		Building B	Multiple	Sub-Total	10,984		Y
Bisbee	Melody Lane	1415 Melody Lane		Building C	Facilities		7,200		Y
Bisbee	Melody Lane	1415 Melody Lane		Building C	Purchasing		3,240		Y
Bisbee	Melody Lane	1415 Melody Lane		Building C	Multiple	Sub-Total	10,440		Y
Bisbee	Melody Lane	1415 Melody Lane		Building D	ITD		6,048		Y
Bisbee	Melody Lane	1415 Melody Lane		Building D	Archives		5,952		Y
Bisbee	Melody Lane	1415 Melody Lane		Building D	Multiple	Sub-Total	12,000		Y
Bisbee	Melody Lane	1415 Melody Lane		Building E	Planning/Zoning		9,280		Y
Bisbee	Melody Lane	1415 Melody Lane		Building E	Treasurer		5,800		Y
Bisbee	Melody Lane	1415 Melody Lane		Building E	Multiple	Sub-Total	15,080		Y
Bisbee	Melody Lane	1415 Melody Lane		Building F	Highway/Floodplain		8,700		Y
Bisbee	Melody Lane	1415 Melody Lane		Building F	Human Resources		3,248		Y
Bisbee	Melody Lane	1415 Melody Lane		Building F	Multiple	Sub-Total	11,948		Y
Bisbee	Melody Lane	1415 Melody Lane		Building G	Board of Supervisors		9,616		Y
Bisbee	Melody Lane	1415 Melody Lane		Building G	Finance		2,760		Y
Bisbee	Melody Lane	1415 Melody Lane		Building G	Multiple	Sub-Total	12,376		Y
Bisbee	**Melody Lane**	**1415 Melody Lane**			**Melody Lane**	**TOTAL**		**103,332**	**Y**
Bisbee	Fleet	1151 Hereford Road			Fleet		11,545		N
Bisbee	**Fleet**	**1151 Hereford Road**			**Fleet**	**TOTAL**		**11,545**	**N**
Bisbee	Heavy Fleet	1221 W. Hereford Road			Heavy Fleet		9,375		N
Bisbee	**Heavy Fleet**	**1221 W. Hereford Road**			**Heavy Fleet**	**TOTAL**		**9,375**	**N**
Bisbee	Road Yard	1229 W. Hereford Road	Survey/OPS		Highway/Floodplain		3,750		N
Bisbee	Road Yard	1229 W. Hereford Road	Survey/OPS		Highway/Floodplain	Sub-Total	3,750		N

Bisbee	Road Yard	1229 W. Hereford Road			Highway/Floodplain		3,750		N
Bisbee	Road Yard	1229 W. Hereford Road			Highway/Floodplain	Sub-Total	3,750		N
Bisbee	**Road Yard**	**1229 W. Hereford Road**			**Highway/Floodplain**	**TOTAL**		**7,500**	**N**
Bisbee	Old Naco Road Yard	110 Naco Highway			Facilities		13,574		N
Bisbee	**Old Naco Road Yard**	**110 Naco Highway**			**Facilities**	**TOTAL**		**13,574**	**N**
Bisbee	Old Bisbee High School	100 Clawson Avenue		Basement			2,242		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		Basement		Sub-Total	2,242		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Legal Defender		5,149		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Adult Probation		6,702		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Schools		2,837		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Shared/Common		2,165		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Multiple	Sub-Total	16,853		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		2nd Floor	Library		10,863		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		2nd Floor	Shared/Common		1,781		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		2nd Floor	Multiple	Sub-Total	12,644		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	School		4,485		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	Elections		2,473		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	Shared/Common		8,490		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	Multiple	Sub-Total	15,448		Y
Bisbee	**Old Bisbee High School**	**100 Clawson Avenue**			**Multiple**	**TOTAL**		**47,187**	**Y**
Bisbee	Jail Complex	203 N. Judd Drive			Jail/Sheriff		26,516		N
Bisbee	**Jail Complex**	**203 N. Judd Drive**			**Jail/Sheriff**	**TOTAL**		**26,516**	**N**
Bisbee	Jail Administration	205 N. Judd Drive			Sheriff		10,291		Y
Bisbee	Jail Administration	205 N. Judd Drive			Justice Court #1		2,685		Y
Bisbee	Jail Administration	205 N. Judd Drive			Shared/Common		1,884		Y
Bisbee	Range House	205 N. Judd Drive							
Bisbee	**Jail Administration**	**205 N. Judd Drive**			**Multiple**	**TOTAL**		**14,860**	**Y**
Bisbee	Quality Hill	101 Quality Hill	Courthouse	Basement	Court Administration		3,292		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	Basement	Court Administration	Sub-Total	3,292		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	1st Floor	Clerk of the Court		7,936		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	1st Floor	Superior Court Div. #1		2,140		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	1st Floor	Multiple	Sub-Total	10,076		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	2nd Floor	Superior Court Div. #2		2,213		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	2nd Floor	Superior Court Div. #3		2,404		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	2nd Floor	Multiple	Sub-Total	4,617		Y
Bisbee	**Quality Hill**	**101 Quality Hill**	**Courthouse**		**Multiple**	**TOTAL**		**17,985**	**Y**
Bisbee	Quality Hill	150 Quality Hill	Annex	1st Floor	Clerk of the Court		**3,429**		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	1st Floor	Attorney		**1,270**		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	1st Floor	Multiple	Sub-Total	4,699		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	2nd Floor	Attorney		6,063		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	2nd Floor	Multiple	Sub-Total	6,063		Y
Bisbee	**Quality Hill**	**150 Quality Hill**	**Annex**		**Multiple**	**TOTAL**		**10,762**	**Y**
Bisbee	Quality Hill	205 Quality Hill	Little Drug House	Vacant	Facilities		1,031		Y
Bisbee	**Quality Hill**	**205 Quality Hill**	**Little Drug House**	**Vacant**	**Court Administration**	**TOTAL**		**1,031**	**N**
Bisbee	Quality Hill	100 Higgins Hill	Convent		Attorney		4,080		Y
Bisbee	**Quality Hill**	**100 Higgins Hill**	**Convent**		**Attorney**	**TOTAL**		**4,080**	**Y**
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Public Defender		200		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Court Security		200		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Clerk of the Court		2,130		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	ITD		190		N
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Facilities		780		N

Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Shared/Common		1,080		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Multiple	Sub-Total	4,580		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	2nd Floor	Superior Court Div. #5		2,690		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	2nd Floor	Public Fiduciary		2,130		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	2nd Floor	Multiple	Sub-Total	4,820		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	3rd Floor	Public Defender	Temporary	3,655		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	3rd Floor	Attorney		3,655		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	3rd Floor	Multiple	Sub-Total	7,310		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	4th Floor	Public Defender		2,084		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	4th Floor	Public Defender	Sub-Total	2,084		Y
Bisbee	**Admin Building**	**4 Ledge Avenue**	**Admin**		**Multiple**	**TOTAL**		**18,794**	**Y**
Bisbee	NOC	181 Cross Avenue			ITD		1,578		N
Bisbee	**NOC**	**181 Cross Avenue**			**ITD**	**TOTAL**		**1,578**	**N**
Bisbee	Transfer Station	1100 S. Tovreaville Road			Solid Waste		6,480		N
Bisbee	**Transfer Station**	**1100 S. Tovreaville Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Bowie/San Simon	Justice Court	201 N. Central			Justice Court #6		1,439		Y
Bowie/San Simon	Justice Court	201 N. Central			Constable		284		Y
Bowie/San Simon	**Justice Court**	**201 N. Central**			**Multiple**	**TOTAL**		**1,723**	**Y**
Bowie/San Simon	Transfer Station	600 N. Perez Road			Solid Waste		6,480		N
Bowie/San Simon	**Transfer Station**	**600 N. Perez Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Bowie/San Simon	Old Justice Court	Central & Kanchilla			Sheriff Sub-Station		1,120		N
Bowie/San Simon	**Old Justice Court**	**Central & Kanchilla**			**Sheriff Sub-Station**	**TOTAL**		**1,120**	**N**
Double Adobe	Transfer Station	6996 N. Central Highway			Solid Waste		6,480		N
Double Adobe	**Transfer Station**	**6996 N. Central Highway**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Douglas	Service Center	1012 G. Avenue			Assessor		264		Y
Douglas	Service Center	1012 G. Avenue			Health		3,461		Y
Douglas	Service Center	1012 G. Avenue			Constable		550		Y
Douglas	Service Center	1012 G. Avenue			Justice Court #2		3,760		Y
Douglas	Service Center	1012 G. Avenue			Planning/Zoning		261		Y
Douglas	Service Center	1012 G. Avenue			Sheriff Sub-Station		1,710		Y
Douglas	**Service Center**	**1012 G. Avenue**			**Multiple**	**TOTAL**		**10,006**	**Y**
Douglas	BDI	6941 North Air Terminal	Terminal	Terminal	Facilities		8,976		N
Douglas	BDI	6941 North Air Terminal	Cannery	Cannery	Facilities		21,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #1	Hangar	Facilities		26,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #2	Hangar	Facilities		11,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #3	Hangar	Facilities		11,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #4	Hangar	Facilities		11,000		N
Douglas	**BDI**	**6941 North Air Terminal**			**Facilities**	**TOTAL**		**88,976**	**N**
Douglas	BDI	6944 Runway Road	Main Bldg	Main Bldg.	Facilities		43,821		N

Douglas	BDI	6944 Runway Road	South Bldg.	South Bldg	Facilities		9,517		N
Douglas	BDI	6944 Runway Road	North Bldg.	North Bldg.	Facilities		9,600		N
Douglas	BDI	6944 Runway Road	South Storage	South Stor.	Facilities		1,260		N
Douglas	BDI	6944 Runway Road	North Storage	North Stor.	Facilities		2,520		N
Douglas	**BDI**	**6944 Runway Road**			**Facilities**	**TOTAL**		**66,718**	**N**
Douglas	Transfer Station	90 W. 9th Street			Solid Waste		6,480		N
Douglas	**Transfer Station**	**90 W. 9th Street**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Douglas	Road Yard	3665 N.Lesllie Canyon Road			Highway/Floodplain		10,686		N
Douglas	**Road Yard**	**3665 N.Lesllie Canyon Road**			**Highway/Floodplain**	**TOTAL**		**10,686**	**N**
Dragoon	Transfer Station	5400 E. Dragoon Road			Solid Waste		6,480		N
Dragoon	**Transfer Station**	**5400 E. Dragoon Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Elfrida	Sheriff Substation	10293 Central Highway	Leased	Leased	Sheriff Sub-Station		739		N
Elfrida	**Sheriff Substation**	**10293 Central Highway**	**Leased**	**Leased**	**Sheriff Sub-Station**	**TOTAL**		**739**	**N**
Elfrida	Road Yard	3988 W. Thompson Road			Highway/Floodplain		1,680		N
Elfrida	**Road Yard**	**3988 W. Thompson Road**			**Highway/Floodplain**	**TOTAL**		**1,680**	**N**
Elfrida	Transfer Station	4109 W. Thompson Road			Solid Waste		6,480		N
Elfrida	**Transfer Station**	**4109 W. Thompson Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Elfrida	**Eastern Regional Landfill**	**Thompson Road**	**Facility Site**	**Closed**	**Solid Waste**	**TOTAL**	**0**	**0**	**N**
Elfrida	**Eastern Regional Landfill**	**Thompson Road**	**Stormwater Basin**	**Closed**	**Solid Waste**	**TOTAL**	**0**	**0**	**N**
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Fee Shed	Building #1	Solid Waste		150		N
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Fee Shed	Building #1	Solid Waste	Sub-Total	150		N
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Main Bldg	Building #2	Solid Waste		9,425		N
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Main Bldg	Building #2	Solid Waste	Sub-Total	9,425		N
Huachuca City	**Western Regional Landfill**	**2595 N. Sagebrush Road**			**Solid Waste**	**TOTAL**		**9,575**	**N**
Portal/Paradise	Transfer Station	Main Road (by Mail Box)			Solid Waste		6,480		N
Portal/Paradise	**Transfer Station**	**Main Road (by Mail Box)**			**Solid Waste**	**TOTAL**		**6,480**	**N**
San Simon	Old Jail				Facilities		600		
San Simon	**Old Jail**				**Facilities**	**TOTAL**		**600**	
San Simon	Transfer Station	1960 E. Business I-10			Solid Waste		6,480		N
San Simon	**Transfer Station**	**1960 E. Business I-10**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 100	Juvenile Probation		3,640		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 101	Adult Probation		3,060		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 102	Assessor		2,304		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 103A	Legal Defender		450		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 103B	Public Defender		450		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 104	Attorney		664		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 105	Sheriff Detectives		3,600		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B		Multiple	Sub-Total	14,168		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C	Suite 106	Sheriff Admin		3,500		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C	Suite 107	Jail		3,500		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C	Suite 108	Justice Court #5		9,612		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C		Multiple	Sub-Total	16,612		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 200	Clerk of the Court		1,500		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 201	Juvenile Detention		13,040		Y

Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 202	Superior Court Div. #4		3,142		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 203	Superior Court Div. #1		4,820		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 204	Dependency Coor. (JC)		120		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A		Multiple	Sub-Total	22,622		Y
Sierra Vista	**Regional Service Center**	**100 Colonia de Salud**			**Multiple**	**TOTAL**		**53,402**	**Y**
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	SAT Team (Sheriff)		3,830		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor			194		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	Planning/Zoning		540		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor			540		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	Shared/Common		1,675		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	Multiple	Sub-Total	6,779		Y
Sierra Vista	Foothills	4001 E. Foothills Drive	Vacant	Basement			3,211		Y
Sierra Vista	Foothills	4001 E. Foothills Drive	Vacant	Basement	Facilities	Sub-Total	3,211		Y
Sierra Vista	**Foothills**	**4001 E. Foothills Drive**			**Multiple**	**TOTAL**		**9,990**	**Y**
Sierra Vista	Foothills	4115 E. Foothills Drive			Health		6,006		Y
Sierra Vista	Foothills	4115 E. Foothills Drive			Shared/Common		1,450		Y
Sierra Vista	**Foothills**	**4115 E. Foothills Drive**			**Multiple**	**TOTAL**		**7,456**	**Y**
Sierra Vista	**SEACOM**	**1728 Paseo San Luis**							
Sierra Vista	Transfer Station	7201 E. Highway 90			Solid Waste		6,480		N
Sierra Vista	**Transfer Station**	**7201 E. Highway 90**			**Solid Waste**	**TOTAL**		**6,480**	**N**
St. David	Transfer Station	1050 N. Sybil Road			Solid Waste		6,480		N
St. David	**Transfer Station**	**1050 N. Sybil Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Sunizona	Transfer Station	Highway 191 & SR 181			Solid Waste		6,480		N
Sunizona	**Transfer Station**	**Highway 191 & SR 181**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Sunsites	Transfer Station	1685 E. Birch Road			Solid Waste		6,480		N
Sunsites	**Transfer Station**	**1685 E. Birch Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Tombstone	Transfer Station	912 N. Gun Club Road			Solid Waste		6,480		N
Tombstone	**Transfer Station**	**912 N. Gun Club Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Willcox	Service Center	450 S. Haskell Avenue			Adult Probation		120		Y
Willcox	Service Center	450 S. Haskell Avenue			Assessor		200		Y
Willcox	Service Center	450 S. Haskell Avenue			Board of Supervisors		250		Y
Willcox	Service Center	450 S. Haskell Avenue			Planning/Zoning		250		Y
Willcox	Service Center	450 S. Haskell Avenue			Constable		347		Y
Willcox	Service Center	450 S. Haskell Avenue			Juvenile Probation		170		Y
Willcox	Service Center	450 S. Haskell Avenue			Health		3,004		Y
Willcox	Service Center	450 S. Haskell Avenue			Justice Court #4		2,803		Y
Willcox	Service Center	450 S. Haskell Avenue			Sheriff Sub-Station		2,237		Y
Willcox	Service Center	450 S. Haskell Avenue			University of AZ		3,251		Y
Willcox	Service Center	450 S. Haskell Avenue			Shared/Common		560		Y
Willcox	**Service Center**	**450 S. Haskell Avenue**			**Multiple**	**TOTAL**		**13,192**	**Y**
Willcox	Detention Facililty	450 S. Curtis			Sheriff		3,350		N
Willcox	**Detention Facililty**	**450 S. Curtis**			**Sheriff**	**TOTAL**		**3,350**	**N**
Willcox	Road Yard	500 N. Railroad Avenue			Highway/Floodplain		7,791		N
Willcox	**Road Yard**	**500 N. Railroad Avenue**			**Highway/Floodplain**	**TOTAL**		**7,791**	**N**
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #1	Solid Waste		6,480		N
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #1	Solid Waste	Sub-Total	6,480		N
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #2	Solid Waste		6,480		N
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #2	Solid Waste	Sub-Total	6,480		N
Willcox	**Transfer Station**	**301 S. Rex Allen Jr. Road**			**Solid Waste**	**TOTAL**		**12,960**	**N**
Willcox	Willcox Airport	780 S Vista Avenue		Office/Shop	Facilities		1,716		N
Willcox	Willcox Airport	781 S Vista Avenue		Hangar #1	Facilities		11,000		N

Willcox	Willcox Airport	782 S Vista Avenue		Hangar #2	Facilities		2,400		N
Willcox	Willcox Airport	783 S Vista Avenue		Hangar #3	Facilities		6,480		N
Willcox	Willcox Airport	784 S Vista Avenue		Hangar #4	Facilities		11,000		N
Willcox	**Willcox Airport**	**785 S Vista Avenue**			**Facilities**	**TOTAL**		**32,596**	**N**
Willcox	Road Yard	2387 W. Haskell			Heavy Fleet		700		N
Willcox	**Road Yard**	**2387 W. Haskell**			**Heavy Fleet**	**TOTAL**		**700**	**N**
Willcox	Dog Pound	1525 E. Stewart			Facilities		2,100		N
Willcox	**Dog Pound**	**1525 E. Stewart**			**Facilities**	**TOTAL**		**2,100**	**N**

Custodial Personnel	Parcel #(s)	Parcel Acreage	Patent No. / Lease #
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
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Amanda Rocha			
	102-30-103	**5.28**	

Maria Chandler			
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Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Jenner Zeno			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
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Ana Frizzell			
Ana Frizzell			
Maria Otero Dorame			
Maria Otero Dorame			

Martha Tiznado			
Martha Tiznado			
Martha Tiznado			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
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	405-37-008A 407-34-035B 407-34-035C		
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	405-37-008A 407-34-035B 407-34-035C		
	403-13-002		
	403-13-005		
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Samuel Paul			
Samuel Paul			
Samuel Paul			
Samuel Paul			
Samuel Paul			
Rosa Aviles			
Isabel Rogers			
Isabel Rogers			

Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
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Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
Martha Tiznado			
Martha Tiznado			
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	203-22-009-3		

	203-01-007		

City	Site	Address	Location
Benson	Service Center	126 W. 5th Street	
Bisbee	Melody Lane	1415 Melody Lane	Building A
Bisbee	Quality Hill	101 Quality Hill	Courthouse
Bisbee	Old Bisbee High School	11 Clawson Ave	
Bisbee	Cochise County Admin	4 Ledge Ave	
Douglas	Service Center	1012 G. Avenue	

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 11th day of February 2020 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and A&R FIRE PROTECTION, LLC hereinafter referred to as the CONTRACTOR.

In accordance with RFP 20-14-FAC-03, the COUNTY hereby awards a multiple-year contract to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order (PO) as approved by the Cochise County Procurement Department.

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	02/11/2020 – 02/10/2021
Renewal Option 1:	02/11/2021 – 02/10/2022
Renewal Option 2:	02/11/2022 – 02/10/2023
Renewal Option 3:	02/11/2023 – 02/10/2024
Renewal Option 4:	02/11/2024 – 01/14/2025

CONTRACTOR:

A&R Fire Protection, LLC
Keith Hemsworth
Managing Member
820 East 16th Street
Tucson, Arizona 85719
(520) 276-6844
sales@a-rfireprotection.com

AUTHORIZED ORDERING OFFICIALS:

Joe Casey
Director
Facilities Management Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-8302
jcasey@cochise.az.gov

COUNTY PROCUREMENT:

Anne Coppola
Contracts Administrator
1415 Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-8391
acoppola@cochise.az.gov

ACCEPTANCE OF OFFER:

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

This CONTRACT is for: Fire Protection Services and Monitoring

This CONTRACT shall henceforth be reference as CONTRACT 20-14-FAC-03. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this CONTRACT until the CONTRACTOR receives an executed PO or Notice to Proceed.

This CONTRACT may only be modified through a written modification signed by a Procurement Representative and an authorized representative for the CONTRACTOR through a bilateral modification. The COUNTY may, at its discretion, make administrative changes, or exercise any option years, through the issuance of a unilateral modification to continue services, as it deems to be in the best interest of the COUNTY.

APPROVED:

BOARD OF SUPERVISORS:

Thomas E. Borer
Chairman

Date

ATTEST:

Kim Lemons
Clerk of the Board

Date

APPROVED AS TO FORM:

Sara L. Dent

Cochise County Attorney's Office

1/29/2020

Date

Action 13.

Regular Board of Supervisors Meeting **Procurement**

Meeting Date:	02/11/2020		
Approval of 5 year contract with IronHawk Elevator LLC for Elevator Inspection and Maintenance			
Submitted By:	Anne Coppola, Procurement		
Department:	Procurement		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Henry Meraz & Anne Coppola	**TITLE of PRESENTER:**	Facilities Director/Contracts Administrator
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ADOSH and NFPA

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a 5 year contract with IronHawk Elevator LLC for the Inspection and Maintenance of the elevators throughout Cochise County, in the amount of $86,070 ($68,220 per year plus $17,850 one time cost for five-year full load test), effective February 11, 2020.

Background:

The Facilities Department requested that the Procurement Department procure services for the Inspection, Maintenance and Repair of the elevators throughout Cochise County. The Procurement Department released a Request for Proposal (RFP) to the public on September 18, 2019 with a closing date of October 10, 2019. One vendor submitted a proposal for this solicitation, IronHawk Elevator LLC. The Procurement Office negotiated pricing with IronHawk on their hours of straight time and their over time hours. IronHawk agreed to the County's proposed pricing and resubmitted their pricing proposal to reflect the changes. IronHawk's proposed service and pricing is fair and reasonable for the County.

This contract will allow the County to retain a single contractor for the duration of 5-years, acting as a blanket for all inspections, maintenance and if any repairs are needed on the elevators throughout Cochise County.

Within this 5 year period, if any large projects are identified, they will be negotiated with the vendor on a proposed scope of work from the County to the Contractor, and shall be determined to be fair and reasonable in order to be approved by the Board, if found to be over $30,000.00 per Cochise County Procurement Policy, section 17.8, "Equipment, Goods, and Services Change Orders."

Department's Next Steps (if approved):

Issue contract and Purchase Order (PO) to IronHawk Elevator LLC which will allow them to start work.

Impact of NOT Approving/Alternatives:

The elevator Inspection and Maintenance will go out of compliance and the County which will be noted by any City, State, Federal Inspectors.

To BOS Staff: Document Disposition/Follow-Up:

Please sign 20-14-FAC-03 Offer Acceptance Award Letter and provide one (1) copy to the Procurement Department, ATTN: Anne Coppola

---

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year:

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

Ongoing Costs? ($$$):

County Match Required? ($$$):

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

Source of Funding?: Facilties Budget

Fiscal Impact & Funding Sources (if known):

None

Attachments

RFP Signed
Terms and Conditions
Scope of Work
Building & Elevator List
Cochise County Proposed Negotiation
IronHawk Acceptance of Proposed Negotiation
Pricing
Offer Acceptance Award Letter

Request for Proposal (RFP)

20-14-FAC-03

Submission Deadline

October 10, 2019

4:00pm Local Time

Prepared by Cochise County

Procurement Department

On behalf of the Cochise County

Facilities Department

For Fire Prevention Testing, Monitoring Systems, Elevator Maintenance

1415 Melody Lane, Building C
Bisbee, AZ 85603
PH: (520) 432-8391 | FAX: (520) 432-8397
procurement@cochise.az.gov

Contents

1.0 INTENT 3
2.0 SCOPE OF WORK 4
3.0 PURPOSE 4
4.0 APPROVAL 4
5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT 4
6.0 SUBMISSION INSTRUCTIONS 5
7.0 FEDERAL REGULATORY REQUIREMENTS 5
8.0 EVALUATION CRITERIA 6
9.0 SELECTION PROCEDURES 6
10.0 ATTACHMENTS 6
11.0 AUTHORITY 7

1.0 INTENT

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

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

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

A mandatory site visit will be held in conjunction with this RFP. Site visit is scheduled for October 1, 2019 beginning at 9:00am.

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

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

Anne Coppola
Buyer
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
Office: (520) 432-8391
Fax: (520) 432-8397
ACoppola@cochise.az.gov

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

2.0 SCOPE OF WORK

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

3.0 PURPOSE

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

4.0 APPROVAL

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

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

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

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

5.1.1 Proposals shall include the following information:

A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;

B. Technical Ability – A summary which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work.

C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years) that will outline the vendors previous experience in performance of related work; and

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

E.

6.0 SUBMISSION INSTRUCTIONS

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

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

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

https://cochise.bonfirehub.com/portal/?tab=openOpportunities

6.3 Faxed and hard copy submissions will not be accepted.

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

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

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

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

7.0 FEDERAL REGULATORY REQUIREMENTS

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

8.0 EVALUATION CRITERIA

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

- Technical Capability (25 total possible points)
- Past Performance (25 total possible points)
- Pricing (50 total possible points)

9.0 SELECTION PROCEDURES

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

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

10.0 ATTACHMENTS

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

- Attachment 1 – Terms and Conditions
- Attachment 2 – Scope of Work
- Attachment 3 – Submission Instructions
- Appendix A – Vendor Submission Form

11.0 AUTHORITY

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

VENDOR

Signature	October 9, 2019 Date
Laura J.F. Mullen Printed Name	IronHawk Elevator LLC Firm Name

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

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

1.2 Payment Terms

The County reserves the right to apply Net 30 payment terms, unless negotiated terms have been determined to be more advantageous to the County, to all invoices submitted after the contract is awarded. The County will include any relevant discount terms during the evaluation for contract award, if it is deemed to be in the best interest of the County.

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

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

1.3 IRS W-9 Form

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

1.4 Economic Price Adjustment

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

1.5 Tax Indemnification

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

1.6 Availability of Funds for Current Fiscal Year

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

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

1.7 Availability of Funds for the Next Fiscal Year

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

1.8 Right of Offset

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

1.9 Payment by the County

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

2.0 Contract Performance

2.1 Arizona Law

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

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

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

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

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

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

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

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

2.9 Record Retention

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

2.10 Audit

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

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

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

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

2.11 Non-Discrimination

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

2.12 Notices

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

2.13 Federal Immigration and Nationality Act

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

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

2.14 Advertising, Publishing and Promotion of Contract

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

2.15 Property of the County

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

2.16 Modifications

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

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

2.17 Contractor/Vendor Indemnification (Not Public Agency)

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

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

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

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

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

2.20 Cancellation for Conflict of Interest

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

2.21 Gratuities

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

2.22 Termination for Convenience

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

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

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

2.23 Termination for Default

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

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

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

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

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

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

2.28 Data

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

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

2.31 Insurance

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

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

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

2.31.1.1Professional Liability (Errors and Omissions Liability)

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

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

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

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

2.31.1.2Worker's Compensation and Employers' Liability

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

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

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

2.31.2.1 On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

2.31.2.2 The Contractors insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2.31.2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

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

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

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

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

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

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

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

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

3.0 Contract Performance

3.1 Delivery

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

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

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

3.4 Facilities Inspection and Materials Testing

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

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

3.5 Subcontracts

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

3.6 Assignment - Delegation

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

3.7 Agreement Assignment

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

3.8 Risk of Loss

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

3.9 Liens

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

3.10 Quality

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

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

3.11 Fitness

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

3.12 Nonconforming Tender

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

3.13 Inspection/Testing

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

3.14 Compliance with Applicable Laws

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

3.15 Purchase Orders

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

3.16 Right to Assurance

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

3.17 Stop Work Order

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

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

3.18 Warranties

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

3.19 Licenses

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

3.20 Notice to Proceed

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

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

3.21 Guarantee

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

4.0 Legal

4.1 Force Majeure

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

Force Majeure shall not include the following occurrences:

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

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

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

4.2 Antitrust Violations

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

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

4.3 Non-exclusive Remedies

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

4.4 Suspension or Debarment

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

4.5 Claims and Disputes

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

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

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

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

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

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

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

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

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

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

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

4.6 Arbitration

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

4.7 Boycott of Israel

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

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

4.8 Non-Collusion

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

4.9 Protests and Appeals

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

4.10 Contract

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

4.11 Legal Remedies

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

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

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

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

4.12 Rights and Remedies

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

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03

Attachment 2 – Scope of Work

This is a multi- tasked contract. Please reference the part of the scope that is applicable to Contractor expertise. In accordance with 20-14-FAC-03, the Contractor shall provide all labor, materials, transportation and expertise in order to accomplish Fire Prevention Testing, Monitoring Systems, and Elevator Maintenance to the satisfaction of the County and in accordance with National Fire Protection Agency Standards and Requirements. The Contractor shall complete the following tasks:

Section 1: Fire Prevention Testing

Task 1- Complete and Provide the County with a complete inventory list of fire systems to include:

- Fire Extinguishers
- Fire Panels
- Panel Annunciator(s)
- Detection systems (i.e. heat, smoke, combustion, etc.)
- Door lock and release system(s)
- Sprinkler Systems
- Wet Systems
- Clean Agent Systems
- Kitchen Hood Suppression
- Fire Pumps
- Alternate water source (including but not limited to: tanks, hydrants, etc.)
- Transfer Stations

Once initial inventory is completed, Contractor will update inventory list as needed.
An updated inventory list is due to the County every 180 days (every six months).

Task 2- Testing: On a per site basis, County Wide Quarterly and Annual Testing of Advanced Fire Systems to include a detailed report of deficiencies and corrective action reports. Advanced Fire Systems to be tested:

- Fire Extinguishers
- Fire Extinguishers requiring the 5 year hydro testing will be replaced with a valid, up-to-date extinguisher
- Fire Panels

- Panel Annunciator(s)
- Detection systems (i.e. heat, smoke, combustion, etc.)
- Door lock and release system(s) - In Conjunction with PrevenTronics (currently on contract with Cochise County for this system)
- Sprinkler Systems
- Wet Systems
- Clean Agent Systems
- Kitchen Hood Suppression
- Fire Pumps
- Alternate water source (including but not limited to: tanks, hydrants, etc.)

Task 3- Fire suppression company shall keep pertinent parts in inventory in order minimize down-time in the occurrence of a system outage.

Task 4- Coordination with other monitoring vendors: Contractor shall coordinate with required vendors in order to test and monitor the following:

- Door and lock release system(s)- PrevenTronics
- Elevator systems
- Monitoring systems

Task 8- Special Projects. These will be on a case by case basis and pricing will be provided as the projects move forward. Special projects include:

- Court House in Bisbee (Historical Building)- System Upgrade
- Bisbee Jail System Upgrade (system is old and advanced)

Section 2: Monitoring Systems:

Task 1: On a per site basis, monitor Fire Systems, including, but not limted to:.

- Fire Panels
- Panel Annunciator(s)
- Detection systems (i.e. heat, smoke, combustion, etc.)
- Door lock and release system(s)
- Sprinkler Systems
- Wet Systems
- Clean Agent Systems
- Kitchen Hood Suppression
- Fire Pumps
- Alternate water source (including but not limited to: tanks, hydrants, etc.)

Task 2: Response time- Contractor must provide response to alarms and/or notifications provided by designated facility employee(s) of problems within 24 hours.
Contractor must provide to the County written documentation to acknowledgment time (upon receiving the notification) and response time.

Section 3: Elevator Monitoring and Maintenance:

Task 1: Keep all County elevators running and in safe working order
Task 2: Keep all inspections up to date
Task 3: Keep permits valid and posted
Task 4: Work with fire suppression company to keep fire suppression elevator systems functioning

City	Site	Address	Location	Bldg/Floor	Department/Occupant	Sub-Total / Total	Building Sq. Feet	TOTAL	Custodial Provided
Benson	Service Center	126 East 5th Street			Adult Probation		3,080		Y
Benson		126 East 5th Street			Assessor		1,100		Y
Benson	Service Center	126 East 5th Street			Justice Court #3		2,380		Y
Benson	Service Center	126 East 5th Street			Juvenile Court Services		1,056		Y
Benson	Service Center	126 East 5th Street			Health		5,232		Y
Benson	Service Center	126 East 5th Street			Planning/Zoning		332		Y
Benson	Service Center	126 East 5th Street			Board of Supervisors		332		Y
Benson	Service Center	126 East 5th Street			Sheriff Sub-Station		2,980		Y
Benson	Service Center	126 East 5th Street			*Common*		1,508		Y
Benson	**Service Center**	**126 East 5th Street**			**Multiple**	**TOTAL**		**18,000**	**Y**
Benson	Road Yard	901 East 4th Street			Highway/Floodplain		4,000		N
Benson	**Road Yard**	**901 East 4th Street**			**Highway/Floodplain**	**TOTAL**		**4,000**	**N**
Benson	Transfer Station	980 North Madison			Solid Waste		6,480		N
Benson	**Transfer Station**	**980 North Madison**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Bisbee	Melody Lane	1415 Melody Lane		Building A	Health		8,961		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	Housing		8,961		Y
Bisbee	Melody Lane	1415 Melody Lane	Basement	Building A	Elections		2,640		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	*Common*		8,077		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	*Shared*		1,865		Y
Bisbee	Melody Lane	1415 Melody Lane		Building A	Multiple	Sub-Total	30,504		Y
Bisbee	Melody Lane	1415 Melody Lane		Building B	Assessor		5,492		Y
Bisbee	Melody Lane	1415 Melody Lane		Building B	Recorder		5,492		Y
Bisbee	Melody Lane	1415 Melody Lane		Building B	Multiple	Sub-Total	10,984		Y
Bisbee	Melody Lane	1415 Melody Lane		Building C	Facilities		7,200		Y
Bisbee	Melody Lane	1415 Melody Lane		Building C	Purchasing		3,240		Y
Bisbee	Melody Lane	1415 Melody Lane		Building C	Multiple	Sub-Total	10,440		Y
Bisbee	Melody Lane	1415 Melody Lane		Building D	ITD		6,048		Y
Bisbee	Melody Lane	1415 Melody Lane		Building D	Archives		5,952		Y
Bisbee	Melody Lane	1415 Melody Lane		Building D	Multiple	Sub-Total	12,000		Y
Bisbee	Melody Lane	1415 Melody Lane		Building E	Planning/Zoning		9,280		Y
Bisbee	Melody Lane	1415 Melody Lane		Building E	Treasurer		5,800		Y
Bisbee	Melody Lane	1415 Melody Lane		Building E	Multiple	Sub-Total	15,080		Y
Bisbee	Melody Lane	1415 Melody Lane		Building F	Highway/Floodplain		8,700		Y
Bisbee	Melody Lane	1415 Melody Lane		Building F	Human Resources		3,248		Y
Bisbee	Melody Lane	1415 Melody Lane		Building F	Multiple	Sub-Total	11,948		Y
Bisbee	Melody Lane	1415 Melody Lane		Building G	Board of Supervisors		9,616		Y
Bisbee	Melody Lane	1415 Melody Lane		Building G	Finance		2,760		Y
Bisbee	Melody Lane	1415 Melody Lane		Building G	Multiple	Sub-Total	12,376		Y
Bisbee	**Melody Lane**	**1415 Melody Lane**			**Melody Lane**	**TOTAL**		**103,332**	**Y**
Bisbee	Fleet	1151 Hereford Road			Fleet		11,545		N
Bisbee	**Fleet**	**1151 Hereford Road**			**Fleet**	**TOTAL**		**11,545**	**N**
Bisbee	Heavy Fleet	1221 W. Hereford Road			Heavy Fleet		9,375		N
Bisbee	**Heavy Fleet**	**1221 W. Hereford Road**			**Heavy Fleet**	**TOTAL**		**9,375**	**N**
Bisbee	Road Yard	1229 W. Hereford Road	Survey/OPS		Highway/Floodplain		3,750		N
Bisbee	Road Yard	1229 W. Hereford Road	Survey/OPS		Highway/Floodplain	Sub-Total	3,750		N

Bisbee	Road Yard	1229 W. Hereford Road			Highway/Floodplain		3,750		N
Bisbee	Road Yard	1229 W. Hereford Road			Highway/Floodplain	Sub-Total	3,750		N
Bisbee	**Road Yard**	**1229 W. Hereford Road**			**Highway/Floodplain**	**TOTAL**		**7,500**	**N**
Bisbee	Old Naco Road Yard	110 Naco Highway			Facilities		13,574		N
Bisbee	**Old Naco Road Yard**	**110 Naco Highway**			**Facilities**	**TOTAL**		**13,574**	**N**
Bisbee	Old Bisbee High School	100 Clawson Avenue		Basement			2,242		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		Basement		Sub-Total	2,242		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Legal Defender		5,149		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Adult Probation		6,702		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Schools		2,837		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Shared/Common		2,165		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		1st Floor	Multiple	Sub-Total	16,853		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		2nd Floor	Library		10,863		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		2nd Floor	Shared/Common		1,781		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		2nd Floor	Multiple	Sub-Total	12,644		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	School		4,485		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	Elections		2,473		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	Shared/Common		8,490		Y
Bisbee	Old Bisbee High School	100 Clawson Avenue		3rd Floor	Multiple	Sub-Total	15,448		Y
Bisbee	**Old Bisbee High School**	**100 Clawson Avenue**			**Multiple**	**TOTAL**		**47,187**	**Y**
Bisbee	Jail Complex	203 N. Judd Drive			Jail/Sheriff		26,516		N
Bisbee	**Jail Complex**	**203 N. Judd Drive**			**Jail/Sheriff**	**TOTAL**		**26,516**	**N**
Bisbee	Jail Administration	205 N. Judd Drive			Sheriff		10,291		Y
Bisbee	Jail Administration	205 N. Judd Drive			Justice Court #1		2,685		Y
Bisbee	Jail Administration	205 N. Judd Drive			Shared/Common		1,884		Y
Bisbee	Range House	205 N. Judd Drive							
Bisbee	**Jail Administration**	**205 N. Judd Drive**			**Multiple**	**TOTAL**		**14,860**	**Y**
Bisbee	Quality Hill	101 Quality Hill	Courthouse	Basement	Court Administration		3,292		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	Basement	Court Administration	Sub-Total	3,292		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	1st Floor	Clerk of the Court		7,936		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	1st Floor	Superior Court Div. #1		2,140		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	1st Floor	Multiple	Sub-Total	10,076		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	2nd Floor	Superior Court Div. #2		2,213		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	2nd Floor	Superior Court Div. #3		2,404		Y
Bisbee	Quality Hill	101 Quality Hill	Courthouse	2nd Floor	Multiple	Sub-Total	4,617		Y
Bisbee	**Quality Hill**	**101 Quality Hill**	**Courthouse**		**Multiple**	**TOTAL**		**17,985**	**Y**
Bisbee	Quality Hill	150 Quality Hill	Annex	1st Floor	Clerk of the Court		**3,429**		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	1st Floor	Attorney		**1,270**		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	1st Floor	Multiple	Sub-Total	4,699		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	2nd Floor	Attorney		6,063		Y
Bisbee	Quality Hill	150 Quality Hill	Annex	2nd Floor	Multiple	Sub-Total	6,063		Y
Bisbee	**Quality Hill**	**150 Quality Hill**	**Annex**		**Multiple**	**TOTAL**		**10,762**	**Y**
Bisbee	Quality Hill	205 Quality Hill	Little Drug House	Vacant	Facilities		1,031		Y
Bisbee	**Quality Hill**	**205 Quality Hill**	**Little Drug House**	**Vacant**	**Court Administration**	**TOTAL**		**1,031**	**N**
Bisbee	Quality Hill	100 Higgins Hill	Convent		Attorney		4,080		Y
Bisbee	**Quality Hill**	**100 Higgins Hill**	**Convent**		**Attorney**	**TOTAL**		**4,080**	**Y**
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Public Defender		200		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Court Security		200		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Clerk of the Court		2,130		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	ITD		190		N
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Facilities		780		N

Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Shared/Common		1,080		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	1st Floor	Multiple	Sub-Total	4,580		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	2nd Floor	Superior Court Div. #5		2,690		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	2nd Floor	Public Fiduciary		2,130		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	2nd Floor	Multiple	Sub-Total	4,820		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	3rd Floor	Public Defender	Temporary	3,655		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	3rd Floor	Attorney		3,655		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	3rd Floor	Multiple	Sub-Total	7,310		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	4th Floor	Public Defender		2,084		Y
Bisbee	Admin Building	4 Ledge Avenue	Admin	4th Floor	Public Defender	Sub-Total	2,084		Y
Bisbee	**Admin Building**	**4 Ledge Avenue**	**Admin**		**Multiple**	**TOTAL**		**18,794**	**Y**
Bisbee	NOC	181 Cross Avenue			ITD		1,578		N
Bisbee	**NOC**	**181 Cross Avenue**			**ITD**	**TOTAL**		**1,578**	**N**
Bisbee	Transfer Station	1100 S. Tovreaville Road			Solid Waste		6,480		N
Bisbee	**Transfer Station**	**1100 S. Tovreaville Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Bowie/San Simon	Justice Court	201 N. Central			Justice Court #6		1,439		Y
Bowie/San Simon	Justice Court	201 N. Central			Constable		284		Y
Bowie/San Simon	**Justice Court**	**201 N. Central**			**Multiple**	**TOTAL**		**1,723**	**Y**
Bowie/San Simon	Transfer Station	600 N. Perez Road			Solid Waste		6,480		N
Bowie/San Simon	**Transfer Station**	**600 N. Perez Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Bowie/San Simon	Old Justice Court	Central & Kanchilla			Sheriff Sub-Station		1,120		N
Bowie/San Simon	**Old Justice Court**	**Central & Kanchilla**			**Sheriff Sub-Station**	**TOTAL**		**1,120**	**N**
Double Adobe	Transfer Station	6996 N. Central Highway			Solid Waste		6,480		N
Double Adobe	**Transfer Station**	**6996 N. Central Highway**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Douglas	Service Center	1012 G. Avenue			Assessor		264		Y
Douglas	Service Center	1012 G. Avenue			Health		3,461		Y
Douglas	Service Center	1012 G. Avenue			Constable		550		Y
Douglas	Service Center	1012 G. Avenue			Justice Court #2		3,760		Y
Douglas	Service Center	1012 G. Avenue			Planning/Zoning		261		Y
Douglas	Service Center	1012 G. Avenue			Sheriff Sub-Station		1,710		Y
Douglas	**Service Center**	**1012 G. Avenue**			**Multiple**	**TOTAL**		**10,006**	**Y**
Douglas	BDI	6941 North Air Terminal	Terminal	Terminal	Facilities		8,976		N
Douglas	BDI	6941 North Air Terminal	Cannery	Cannery	Facilities		21,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #1	Hangar	Facilities		26,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #2	Hangar	Facilities		11,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #3	Hangar	Facilities		11,000		N
Douglas	BDI	6941 North Air Terminal	Hangar #4	Hangar	Facilities		11,000		N
Douglas	**BDI**	**6941 North Air Terminal**			**Facilities**	**TOTAL**		**88,976**	**N**
Douglas	BDI	6944 Runway Road	Main Bldg	Main Bldg.	Facilities		43,821		N

Douglas	BDI	6944 Runway Road	South Bldg.	South Bldg	Facilities		9,517		N
Douglas	BDI	6944 Runway Road	North Bldg.	North Bldg.	Facilities		9,600		N
Douglas	BDI	6944 Runway Road	South Storage	South Stor.	Facilities		1,260		N
Douglas	BDI	6944 Runway Road	North Storage	North Stor.	Facilities		2,520		N
Douglas	**BDI**	**6944 Runway Road**			**Facilities**	**TOTAL**		**66,718**	**N**
Douglas	Transfer Station	90 W. 9th Street			Solid Waste		6,480		N
Douglas	**Transfer Station**	**90 W. 9th Street**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Douglas	Road Yard	3665 N.Lesllie Canyon Road			Highway/Floodplain		10,686		N
Douglas	**Road Yard**	**3665 N.Lesllie Canyon Road**			**Highway/Floodplain**	**TOTAL**		**10,686**	**N**
Dragoon	Transfer Station	5400 E. Dragoon Road			Solid Waste		6,480		N
Dragoon	**Transfer Station**	**5400 E. Dragoon Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Elfrida	Sheriff Substation	10293 Central Highway	Leased	Leased	Sheriff Sub-Station		739		N
Elfrida	**Sheriff Substation**	**10293 Central Highway**	**Leased**	**Leased**	**Sheriff Sub-Station**	**TOTAL**		**739**	**N**
Elfrida	Road Yard	3988 W. Thompson Road			Highway/Floodplain		1,680		N
Elfrida	**Road Yard**	**3988 W. Thompson Road**			**Highway/Floodplain**	**TOTAL**		**1,680**	**N**
Elfrida	Transfer Station	4109 W. Thompson Road			Solid Waste		6,480		N
Elfrida	**Transfer Station**	**4109 W. Thompson Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Elfrida	**Eastern Regional Landfill**	**Thompson Road**	**Facility Site**	**Closed**	**Solid Waste**	**TOTAL**	**0**	**0**	**N**
Elfrida	**Eastern Regional Landfill**	**Thompson Road**	**Stormwater Basin**	**Closed**	**Solid Waste**	**TOTAL**	**0**	**0**	**N**
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Fee Shed	Building #1	Solid Waste		150		N
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Fee Shed	Building #1	Solid Waste	Sub-Total	150		N
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Main Bldg	Building #2	Solid Waste		9,425		N
Huachuca City	Western Regional Landfill	2595 N. Sagebrush Road	Main Bldg	Building #2	Solid Waste	Sub-Total	9,425		N
Huachuca City	**Western Regional Landfill**	**2595 N. Sagebrush Road**			**Solid Waste**	**TOTAL**		**9,575**	**N**
Portal/Paradise	Transfer Station	Main Road (by Mail Box)			Solid Waste		6,480		N
Portal/Paradise	**Transfer Station**	**Main Road (by Mail Box)**			**Solid Waste**	**TOTAL**		**6,480**	**N**
San Simon	Old Jail				Facilities		600		
San Simon	**Old Jail**				**Facilities**	**TOTAL**		**600**	
San Simon	Transfer Station	1960 E. Business I-10			Solid Waste		6,480		N
San Simon	**Transfer Station**	**1960 E. Business I-10**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 100	Juvenile Probation		3,640		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 101	Adult Probation		3,060		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 102	Assessor		2,304		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 103A	Legal Defender		450		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 103B	Public Defender		450		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 104	Attorney		664		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B	Suite 105	Sheriff Detectives		3,600		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building B		Multiple	Sub-Total	14,168		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C	Suite 106	Sheriff Admin		3,500		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C	Suite 107	Jail		3,500		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C	Suite 108	Justice Court #5		9,612		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building C		Multiple	Sub-Total	16,612		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 200	Clerk of the Court		1,500		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 201	Juvenile Detention		13,040		Y

Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 202	Superior Court Div. #4		3,142		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 203	Superior Court Div. #1		4,820		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A	Suite 204	Dependency Coor. (JC)		120		Y
Sierra Vista	Regional Service Center	100 Colonia de Salud	Building A		Multiple	Sub-Total	22,622		Y
Sierra Vista	**Regional Service Center**	**100 Colonia de Salud**			**Multiple**	**TOTAL**		**53,402**	**Y**
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	SAT Team (Sheriff)		3,830		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor			194		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	Planning/Zoning		540		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor			540		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	Shared/Common		1,675		Y
Sierra Vista	Foothills	4001 E. Foothills Drive		1st Floor	Multiple	Sub-Total	6,779		Y
Sierra Vista	Foothills	4001 E. Foothills Drive	Vacant	Basement			3,211		Y
Sierra Vista	Foothills	4001 E. Foothills Drive	Vacant	Basement	Facilities	Sub-Total	3,211		Y
Sierra Vista	**Foothills**	**4001 E. Foothills Drive**			**Multiple**	**TOTAL**		**9,990**	**Y**
Sierra Vista	Foothills	4115 E. Foothills Drive			Health		6,006		Y
Sierra Vista	Foothills	4115 E. Foothills Drive			Shared/Common		1,450		Y
Sierra Vista	**Foothills**	**4115 E. Foothills Drive**			**Multiple**	**TOTAL**		**7,456**	**Y**
Sierra Vista	**SEACOM**	**1728 Paseo San Luis**							
Sierra Vista	Transfer Station	7201 E. Highway 90			Solid Waste		6,480		N
Sierra Vista	**Transfer Station**	**7201 E. Highway 90**			**Solid Waste**	**TOTAL**		**6,480**	**N**
St. David	Transfer Station	1050 N. Sybil Road			Solid Waste		6,480		N
St. David	**Transfer Station**	**1050 N. Sybil Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Sunizona	Transfer Station	Highway 191 & SR 181			Solid Waste		6,480		N
Sunizona	**Transfer Station**	**Highway 191 & SR 181**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Sunsites	Transfer Station	1685 E. Birch Road			Solid Waste		6,480		N
Sunsites	**Transfer Station**	**1685 E. Birch Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Tombstone	Transfer Station	912 N. Gun Club Road			Solid Waste		6,480		N
Tombstone	**Transfer Station**	**912 N. Gun Club Road**			**Solid Waste**	**TOTAL**		**6,480**	**N**
Willcox	Service Center	450 S. Haskell Avenue			Adult Probation		120		Y
Willcox	Service Center	450 S. Haskell Avenue			Assessor		200		Y
Willcox	Service Center	450 S. Haskell Avenue			Board of Supervisors		250		Y
Willcox	Service Center	450 S. Haskell Avenue			Planning/Zoning		250		Y
Willcox	Service Center	450 S. Haskell Avenue			Constable		347		Y
Willcox	Service Center	450 S. Haskell Avenue			Juvenile Probation		170		Y
Willcox	Service Center	450 S. Haskell Avenue			Health		3,004		Y
Willcox	Service Center	450 S. Haskell Avenue			Justice Court #4		2,803		Y
Willcox	Service Center	450 S. Haskell Avenue			Sheriff Sub-Station		2,237		Y
Willcox	Service Center	450 S. Haskell Avenue			University of AZ		3,251		Y
Willcox	Service Center	450 S. Haskell Avenue			Shared/Common		560		Y
Willcox	**Service Center**	**450 S. Haskell Avenue**			**Multiple**	**TOTAL**		**13,192**	**Y**
Willcox	Detention Facililty	450 S. Curtis			Sheriff		3,350		N
Willcox	**Detention Facililty**	**450 S. Curtis**			**Sheriff**	**TOTAL**		**3,350**	**N**
Willcox	Road Yard	500 N. Railroad Avenue			Highway/Floodplain		7,791		N
Willcox	**Road Yard**	**500 N. Railroad Avenue**			**Highway/Floodplain**	**TOTAL**		**7,791**	**N**
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #1	Solid Waste		6,480		N
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #1	Solid Waste	Sub-Total	6,480		N
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #2	Solid Waste		6,480		N
Willcox	Transfer Station	301 S. Rex Allen Jr. Road		Building #2	Solid Waste	Sub-Total	6,480		N
Willcox	**Transfer Station**	**301 S. Rex Allen Jr. Road**			**Solid Waste**	**TOTAL**		**12,960**	**N**
Willcox	Willcox Airport	780 S Vista Avenue		Office/Shop	Facilities		1,716		N
Willcox	Willcox Airport	781 S Vista Avenue		Hangar #1	Facilities		11,000		N

Willcox	Willcox Airport	782 S Vista Avenue		Hangar #2	Facilities		2,400		N
Willcox	Willcox Airport	783 S Vista Avenue		Hangar #3	Facilities		6,480		N
Willcox	Willcox Airport	784 S Vista Avenue		Hangar #4	Facilities		11,000		N
Willcox	**Willcox Airport**	**785 S Vista Avenue**			**Facilities**	**TOTAL**		**32,596**	**N**
Willcox	Road Yard	2387 W. Haskell			Heavy Fleet		700		N
Willcox	**Road Yard**	**2387 W. Haskell**			**Heavy Fleet**	**TOTAL**		**700**	**N**
Willcox	Dog Pound	1525 E. Stewart			Facilities		2,100		N
Willcox	**Dog Pound**	**1525 E. Stewart**			**Facilities**	**TOTAL**		**2,100**	**N**

Custodial Personnel	Parcel #(s)	Parcel Acreage	Patent No. / Lease #
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Brandi Lopez Girault			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Guadalupe Lopez Valenzuela			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Jenny Chavez			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
Amanda Rocha			
	102-30-103	**5.28**	

Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
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Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Maria Chandler			
Jenner Zeno			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Ana Frizzell			
Maria Otero Dorame			
Maria Otero Dorame			

Martha Tiznado			
Martha Tiznado			
Martha Tiznado			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
Joseph Posada			
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		

	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	405-37-008A 407-34-035B 407-34-035C		
	403-13-002		
	403-13-005		
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Rosa Aviles			
Samuel Paul			
Samuel Paul			
Samuel Paul			
Samuel Paul			
Samuel Paul			
Rosa Aviles			
Isabel Rogers			
Isabel Rogers			

Rosa Aviles			
Rosa Aviles			
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Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
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Benjamin Castillo	107-51-105A		
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Benjamin Castillo	107-51-105A		
Benjamin Castillo	107-51-105A		
Martha Tiznado			
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Martha Tiznado			
	203-28-308	1.2	
	203-22-009-3		

	203-01-007		

City	Site	Address	Location
Benson	Service Center	126 W. 5th Street	
Bisbee	Melody Lane	1415 Melody Lane	Building A
Bisbee	Quality Hill	101 Quality Hill	Courthouse
Bisbee	Old Bisbee High School	11 Clawson Ave	
Bisbee	Cochise County Admin	4 Ledge Ave	
Douglas	Service Center	1012 G. Avenue	

Cochise County
Procurement Department

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

To: Laura Mullen
Iron Hawk Elevator LLC

From: Anne Coppola
Contract Administrator

Subject: RFP 20-14-FAC-03, Appendix A-Pricing

Date: 1/6/20

Ms. Mullen,
Cochise County would like to Negotiate pricing on the following items that were submitted under Appendix A of Request for Proposal 20-14-FAC-03:

1. Straight Time Hours:

   Iron Hawk Elevator LLC Proposal: 7:00 A.M. – 3:30 P.M.

   Cochise County's Position: Amend Straight Time Hours to:
   8:00 A.M. – 5:00 P.M.

2. Over Time Hours:

   Iron Hawk Elevator LLC Proposal: Weekends- Saturday Hours

   Cochise County Position: On pre-arranged and agreed upon time with the County Fire Services Company, when Saturday Hours are required for joint testing, Over Time Rates are not applied.

1415 Melody Lane, Building C
Bisbee, Arizona 85603
520-432-8390 phone
520-432-8397 fax
procurement@cochise.az.gov

If you are in agreement with these proposed changes, please edit and resubmit your pricing proposal to: Anne Coppola- ACoppola@cochise.az.gov.

Please contact me with any questions or concerns.

Thank you,

Anne Coppola
Cochise County Contract Administrator

Coppola, Anne

From: Laura Mullen <ironhawkele1@ymail.com>
Sent: Monday, January 6, 2020 4:13 PM
To: Coppola, Anne
Cc: Laura Mullen
Subject: Re: Negotiation on RFP 20-14-FAC-03, Pricing
Attachments: 20-14-FAC-03 Appendix A - Pricing Filled 10092019 Signed 10102019 Acceptance of County Conditions 01062020.pdf

CAUTION: EXTERNAL EMAIL*

Good Afternoon Again Anne!--

Attached please find my updated "Appendix A--Pricing Schedule" which has adjustments to address the County's Letter of Negotiation dated 01/06/2020.

Please let me know if you need anything further at this time.

Thank you!

Best--Laura

IRONHAWK ELEVATOR LLC, LOCALLY OWNED, AMERICAN OWNED, AND OPERATED! "RAISING THE STANDARD" --OUR BUSINESS IS YOUR SAFETY
Laura Mullen, Manager
IronHawk Elevator LLC
www.IronHawkElevator.com
Ph: 866.672.1963
Fx: 520.558.7473
Licensed, Bonded, Insured
ROC 267251, MSHA, BBB, Tucson Chamber
DUNS, SAM
Have a Safe and Productive Day!

William I. Mullen, Field Operations Manager
Cell: 520.254.7100
1830 East Broadway #124-148
Tucson, Arizona 85719

The information contained in this correspondence is confidential information which may contain information that is legally privileged and exempt from disclosure under applicable law. The information is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this correspondence is strictly prohibited. If you have received this correspondence in error, please notify us immediately by electronic mail and then delete the correspondence from your system.

On Monday, January 6, 2020, 01:13:15 PM MST, Coppola, Anne <acoppola@cochise.az.gov> wrote:

Hi Laura,

Thank you for your quick response.

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03
Appendix A - Pricing

Date of Pricing Doc: _____

Vendor Firm Name: _____

Authorized POC: _____

Vendor POC Phone: _____

Vendor POC Email: _____

Vendor agrees to furnish the following materials and/or services according to the following pricing schedule: Please submit pricing as applicable to the portion as it affects your company's proposal:

Line Item	Part Number (If Applicable)	Description	Unit of Measure	Price
	N/A	Elevator Maintenance and Monitoring to include assistance to Fire Service Systems	Lump Sum to include monthly elevator service (6 elevators), Annual No Load Test	

Freight:

EstimatedTaxes (materials only): N/A $_____

Tax Rate: _____%

Required Delivery By: 45 days

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

Valid for: _____ days

Payment Terms: Net _____ days

Discounted Terms: _____

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

Authorized Signature: _____

LIST OF ELEVATORS

2.0

Location	Manufacturer	Motor	Serial #	Electrical
Benson Service Center 126 W. 5th St. Benson, AZ 85602	Kone KCM 831	LCE hydraulic	20214414	460 V 3 phase
Cochise County Health Department 1415 Melody Ln. Bldg . A Bisbee, AZ 85603	Kone KCM 831	LCE hydraulic	20214415	460 V 3 phase
Administration Building 4 Ledge Ave. Bisbee, AZ 85603	Dover	DP150-25	E-46774	460 V 3 phase
Cochise County Courthouse 101 Quality Hill Bisbee, AZ 85603	Motion Control Engineering	hmc-1000-phc	20679	208 V 3 phase
Old High School 11 Clawson Ave. Bisbee, AZ 85603	Esco	Unknown	Unknown	230 V 3 phase
Douglas Justice Court 1012 G Avenue, Douglas AZ 85716	Schindler 330A	Pending	Pending	Pending

3.0

Above pricing includes assistance for Fire Services Systems to be provided during Monthly Elevator Maintenance visits as needed, with anticipated Quarterly and Annual Testing by Fires Service Systems Providers occurring during those times. Additional support provided by IronHawk for Fire Service Systems Support outside of regularly scheduled Monthly Elevator PMs would be billed hourly as needed, however IronHawk does not foresee the need to provide assistance outside of times established for regular elevator maintenance, as IronHawk shall only be needed on those occasions during which Fires Service Systems require access to Smoke Detectors located in the overhead in elevator hoistways, which can reasonably be provided any month during regularly scheduled maintenance.

Should individual days for assisting Fire Service Systems be required outside of regularly scheduled elevator maintenance days, IronHawk shall apply an hourly rate as noted above. One day's hourly rate at $175.00/hour is $1,400.00, standard daytime hours.

PRICING SUMMARY

Item #	Elevator Location	Monthly Inspection Charge
1.	Benson Regional Service Center, 126 W. 5th Street, Benson, AZ 85602	$ 189.50
2.	Cochise County Health Department, 1415 Melody Lane, Bldg. A Bisbee, AZ 85603	$ 189.50
3.	Cochise County Courthouse, 101 Quality Hill Rd., Bisbee, AZ 85603	$ 189.50
4.	Old Bisbee High School, 11 Clawson Ave, Bisbee, AZ 85603	$ 189.50
5.	Cochise County Admin. Bldg., 4 Ledge Ave. Bisbee, AZ 85603	$ 189.50
6.	Douglas Service Center/Justice Court 1012 G Avenue Douglas 85607	$ 189.50
7.	Category 5 Full Load Test Per Machine(Per State Every 5 Years, Currently Due):	$2,975.00/per machine*
	Hourly rates for miscellaneous repairs not covered by this agreement as authorized by the County	
7.	Mark up percentage on repair parts	52 %
8.	Straight Time	$ 175.00 per hour
9.	Over Time (Regular OT – Holiday/Sunday OT)	$ 297.50-350.00 per hour

GRAND TOTAL MONTHLY CHARGE: **$189.50 x 6 = $1,137.00/month and $13,644.00 Annually for Monthly PM's and Service. Cagegory 5 Full Load Test, Should they come due during the duration of this contract, shall be the above noted price per machine unless otherwise determined.**

***If all the Category 5 tests come due at one time, IronHawk can reduce rates by combining tasking for multiple machines as needed**.

Hourly Rates:

Per County's letter of January 6, 2020, Straight Time Hours: 8:00 A.M. – 5:00 P.M.

Per County's letter of January 6, 2020, IronHawk will perform support for the County Fire Services Company which, if occurring on Saturdays, shall be billed at Standard Hourly Rates (175.00/hour).

Over Time Hours: Weekdays (3:31 P.M. – 6:59 A.M.); Weekends (Friday 3.31 P.M. – Saturday 11:59 P.M.); Sunday and Holiday (Double Time) 12:00 a.m. p.m Sunday to 6:59 a.m. Monday and Holidays

Pricing:
All prices quoted shall remain firm for ninety (90) days after the opening time and date.

Invoice Terms: Payment will be net 30 following completion of services for the month. Payment will be made in arrears not prior to service.

COCHISE COUNTY
PROCUREMENT DEPARTMENT

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

20-14-FAC-03

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 11th day of February 2020 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and IRONHAWK ELEVATOR LLC hereinafter referred to as the CONTRACTOR.

In accordance with RFP 20-14-FAC-03, the COUNTY hereby awards a multiple-year contract to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order (PO) as approved by the Cochise County Procurement Department.

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	02/11/2020 – 02/10/2021
Renewal Option 1:	02/11/2021 – 02/10/2022
Renewal Option 2:	02/11/2022 – 02/10/2023
Renewal Option 3:	02/11/2023 – 02/10/2024
Renewal Option 4:	02/11/2024 – 01/14/2025

CONTRACTOR:

Ironhawk Elevator, LLC
Laura Mullin
Manager
1830 East Broadway #124-148
Tucson, Arizona 85719
(866) 672-1963
Ironhawkele1@ymail.com

AUTHORIZED ORDERING OFFICIALS:

Joe Casey
Director
Facilities Management Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-8302
jcasey@cochise.az.gov

COUNTY PROCUREMENT:

Anne Coppola
Contracts Administrator
1415 Melody Lane, Building C
Bisbee, Arizona 85603
(520) 432-8391
acoppola@cochise.az.gov

ACCEPTANCE OF OFFER:

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

This CONTRACT is for: Elevator Maintenance and Service

This CONTRACT shall henceforth be reference as CONTRACT 20-14-FAC-03. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this CONTRACT until the CONTRACTOR receives an executed PO or Notice to Proceed.

This CONTRACT may only be modified through a written modification signed by a Procurement Representative and an authorized representative for the CONTRACTOR through a bilateral modification. The COUNTY may, at its discretion, make administrative changes, or exercise any option years, through the issuance of a unilateral modification to continue services, as it deems to be in the best interest of the COUNTY.

APPROVED:

BOARD OF SUPERVISORS:

Thomas E. Borer
Chairman

Date

ATTEST TO:

Kim Lemons
Clerk of the Board

Date

APPROVED AS TO FORM:

Sara L. Dent

Cochise County Attorney's Office

1/29/2020

Date

State and Federal Legislation 14.

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

Meeting Date:	02/11/2020		
State and Federal Legislation Discussion			
Submitted By:	Melissa Tucker, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	na	**TITLE of PRESENTER:**	na
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

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

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

Account Code(s) for Available Funds 1:

Fund Transfers

Attachments

20200207_Agenda_BillsForReview
01312020LPCMIN
02072020LPCMIN

County Supervisors
ASSOCIATION
of arizona

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

COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE
AGENDA
February 7, 2020
(*Conducted Via Teleconference and Webinar*)
Teleconference 1-669-900-9128 OR 1-646-558-8656
Web Link
County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *President Rudy Molera*

A) Approval of the Minutes of the January 31, 2020, Legislative Policy Committee Meeting (*previously distributed*)

B) CSA Legislative Agenda

1) CSA Legislative Budget Priorities
   a) HB 2350 counties; committed youth contributions; repeal (Toma)
   b) $3 million - Presidential Preference Election
   c) Contain County ALTCS Contributions
   d) Increase Transportation Investment
2) SB 1280 pensions; unfunded liability; expenditure limits (Mesnard)
3) SB 1554 short-term rental enforcement; penalties (Brophy McGee) / SCR 1042 short-term rentals; vacation rentals (Brophy McGee)
4) SB 1490 short-term rental properties; classification (Mesnard)
5) SB 1303 annexation of territory; requirements (Pratt)
6) HB 2123 appropriation; heritage fund. (Osborne) / SB 1085 appropriation; heritage fund (Brophy McGee)
7) HB 2478 rural counties; transient lodging tax (Pierce)
8) HB 2479 juvenile dependency; state aid; appropriation (Biasiucci)
9) HB 2581 dangerous; incompetent person; evaluation; commitment (J. Allen)

C) Legislative Bills for Discussion

1) HB 2249 personal representatives; funeral directors; prohibition (Bolick)
2) HB 2293 renewable energy storage equipment; valuation (Dunn)
3) HB 2313 fire sprinklers; existing buildings; prohibition (Grantham)
4) HB 2386 county free library districts; programs (Udall)
5) HB 2404 TPT; prime contracting; exemptions; certificates (Cobb)
6) HB 2442 highway safety fee repeal (Biasiucci)
7) HB 2445 right to redeem; lien sale (Kern)
8) HB 2608 overdose; disease prevention; programs (Rivero)
9) HB 2616 noxious weeds; government projects (Griffin)
10) HB 2717 treasurer; pension prefunding; investment accounts (Kavanagh)
11) SB 1398 tax omnibus (Mesnard)
12) SB 1416 claims; liability; notice (D. Farnsworth)
13) SB 1436 TPT; exemption; public safety equipment. (Gowan)
14) SB 1459 private attorney retention; municipalities; counties (Leach)
15) SB 1527 e-liquids; tobacco products; vapor products (Leach)
16) SB 1664 civil liability; gun-free zones (Gowan)
17) SB 1665 misconduct involving weapons; classification (Gowan)

D) Other Legislative Issues

E) Next Meeting Date and Time (*Friday, February 14, at 9:00 a.m.*)

F) Other Business

G) Adjourn

List: CSA Bills

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2123	appropriation; heritage fund.							SPONSORS: OSBORNE
	Comments: Appropriates $10 million from the state general fund in FY 2020-2021 to the Arizona Game and Fish Commission Heritage Fund.							
HB2350	counties; committed youth contributions; repeal				SPONSORS: TOMA, BOLICK, et al 1st Read: 01/21 **GOV** 01/30 - DP 11-0-0-0-0-0 **RULES** 02/03 - C&P 8-0-0-0-0-0 Maj Caucus: 02/04 Min Caucus: 02/04	CON CAL - 02/03 Object: Yes	2nd Read: 01/22	
	Comments: Repeals the Department of Juvenile Corrections local cost sharing fund and the related statute that directs the Department to assess a committed youth confinement cost sharing fee to larger counties. Transfers the fund's remaining unexpended and unencumbered monies to the general fund. Distributes that amount back to the counties proportionally via the Department of Administration in FY 2020-2021.							
HB2478	rural counties; transient lodging tax							SPONSORS: PIERCE
	Comments: Permits the board of supervisors of a county with a population of less than 500,000 persons to collect a local excise tax on the gross proceeds of sales/gross income of transient lodging and online lodging marketplaces. Caps these taxes at 6% and limits them to unincorporated areas of the county. Specifies that revenues generated from this tax be used to (1) promote and enhance county tourism or (2) facilitate economic development activities (11-254.04). States that this tax will be levied on either January 1 or July 1, depending on which day occurs at least three months after the resolution for the tax is approved.							
HB2479	juvenile dependency; state aid; appropriation				SPONSORS: BIASIUCCI, ALLEN J 1st Read: 01/29 **JUD** None **APPROP** None **RULES** None		2nd Read: 01/30	
	Comments: Appropriates $2 million in FY 2020-2021, exempt from lapsing, to the newly established State Aid for Juvenile Dependency Proceedings Fund under the Arizona Criminal Justice Commission (ACJC). Specifies that the fund will be used to provide state aid to county public defenders, legal defenders, and contract indigent defense council for juvenile dependency cases. Directs the ACJC to distribute annual money using the State Aid to Indigent Defense Fund to counties where the running three-year average of juvenile dependency case filings exceeds the three year average of juvenile dependency case filings in the years 2011-2014. Specifies that the money is to be distributed in manner proportional to the county's share of the state's population and can only be used for the purposes of State Aid for Juvenile Dependency Proceedings Fund.							

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2581	dangerous; incompetent person; evaluation; commitment							SPONSORS: ALLEN J
					1st Read: 01/27		2nd Read: 01/28	
					JUD None **RULES** None			
	Comments: Establishes a civil commitment process for dangerous individuals charged with crimes that cannot complete the criminal justice process because they have been found to be incompetent to stand trial and cannot be restored to competency. The proposed process provides protections to ensure due process during the commitment proceedings, including an annual examination and petition process to evaluate if the defendant is still dangerous.							
SB1085	appropriation; heritage fund							SPONSORS: BROPHY MCGEE
	1st Read: 01/13		2nd Read: 01/14					
	APPROP None **RULES** None							
	Comments: Appropriates $10 million from the state general fund in FY 2020-2021 to the Arizona Game and Fish Commission Heritage Fund.							
SB1280	pensions; unfunded liability; expenditure limits							SPONSORS: MESNARD, GRAY
	1st Read: 01/27		2nd Read: 01/28					
	FIN 01/29 - DP 5-3-2-0-0-0 **RULES** None							
	Comments: Clarifies that county contributions to pay public pension debt are excluded from county expenditure limits.							
SB1303	annexation of territory; requirements							SPONSORS: PRATT
	1st Read: 01/28		2nd Read: 01/29					
	GOV None **RULES** None							
	Comments: Prohibits annexations that create county islands by leaving behind a portion of unincorporated county land that is surrounded by a city or town or a combination of cities and towns.							

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
SB1335	tourism marketing authorities							SPONSORS: PACE, BOWIE
	1st Read: 01/28		2nd Read: 01/29					
	COM None **RULES** None							
	Comments: Allows for the formation of compulsory Tourism Marketing Districts, (TMD) through a public-private partnership between a city, town or county and the businesses designated to a specific district.							
SB1490	short-term rental properties; classification							SPONSORS: MESNARD
	1st Read: 02/03		2nd Read: 02/04					
	FIN None **RULES** None							
	Comments: Establishes a clear definition of commercial activity for property tax classification for short term vacation rentals.							

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2249	personal representatives; funeral directors; prohibition							SPONSORS: BOLICK
					1st Read: 01/21 **RA** 01/27 - DPA 7-0-0-0-0-0 **RULES** 02/03 - C&P 8-0-0-0-0-0 Maj Caucus: 02/04 Min Caucus: 02/04		2nd Read: 01/22	
	Comments: Summary: Prohibits a funeral director or funeral establishment owner who controls an individual's remains from seeking appointment as that same individual's personal representative.							
HB2293	renewable energy storage equipment; valuation							SPONSORS: DUNN, COBB
					1st Read: 01/23 **WM** 01/29 - DP 8-2-0-0-0-0 **RULES** 02/03 - C&P 8-0-0-0-0-0 Maj Caucus: 02/04 Min Caucus: 02/04	CON CAL - 02/03 Object: Yes	2nd Read: 01/27	
	Comments: Summary: Exempts utility-bought energy storage equipment from the transaction privilege tax (TPT) retail classification (and thus TPT), use tax, and city/municipal transaction privilege tax, sales tax, use tax, or any similar tax. Specifies that all energy storage equipment - renewable or otherwise - be centrally valued and allows energy storage equipment the same depreciation (and reduced value) allotted to renewable energy equipment for property tax. Adds construction of "renewable energy storage equipment" to the list of reasons a city/town can designate a renewable energy incentive district.							
HB2313	fire sprinklers; existing buildings; prohibition							SPONSORS: GRANTHAM
					1st Read: 01/23 **RA** 02/03 - DPA 4-3-0-0-0-0 **RULES** None		2nd Read: 01/27	
	Comments: Summary: Prohibits a fire district, municipality, and county board of supervisors from requiring a person or entity to install fire sprinklers in a building (1) that allows three hundred or more occupants, (2) that is licensed to serve alcoholic beverages, and (3) that was not required to have fire sprinklers when originally constructed, except if the owner undertakes a major renovation or remodel (defined). Prohibits a fire district, municipality, and county board of supervisors from imposing a fine or penalty on a person or entity for choosing not to equip fire sprinklers in these buildings.							

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2386	county free library districts; programs							SPONSORS: UDALL, CAMPBELL, et al
					1st Read: 01/23		2nd Read: 01/27	
					GOV None **RULES** None			

Comments:
Summary: Specifies that a county free library district may offer/provide funding for (1) making information, technology, and resources available to patrons, (2) providing a place for studying, researching, reading, and learning, (3) providing educational and informational programs for all age groups, and (4) providing literacy promotion programs for all age groups.

HB2404	TPT; prime contracting; exemptions; certificates							SPONSORS: COBB
					1st Read: 01/27		2nd Read: 01/28	
					WM None **RULES** None			

Comments: 1/31: Staff noted that we are waiting to hear more about the economic impact this could have on rural counties.

Summary: Changes the definition of "alteration" for the purpose of taxing contracting activities. The bill provides that certificates use to purchase materials exempt from retail tax be limited to 1 year for contracts entered after December 31, 2020.

HB2442	highway safety fee repeal							SPONSORS: BIASIUCCI, BLACKMAN, et al
					1st Read: 01/29		2nd Read: 01/30	
					TRANS None **APPROP** None **RULES** None			

Comments: Summary: Repeals the highway safety fee.

HB2445	right to redeem; lien; sale							SPONSORS: KERN

Comments: Summary: Makes various modifications to the tax lien process, including:
-Moves all administrative authorities surrounding the sale of the property from the BOS to the county treasurer.
-Removes the ability of the lien investor to obtain the property in the event the taxpayer fails to pay the back taxes, instead, granting the investor only the debts and agreed upon interest rate. The county treasurer then sells the property at auction, providing any profit back to the taxpayer.
-Authorizes the Treasurer to utilize a 3rd party in the sale of the property.
-Allocates a 3% profit to the 3rd party if the property is sold above
and beyond the amount needed.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2608	overdose; disease prevention; programs							SPONSORS: RIVERO
					1st Read: 01/28		2nd Read: 01/29	
					HHS None **RULES** None			

Comments:
Summary: Allows a municipality, county, or NGO to establish/operate an overdose and disease prevention program. Sets out the program directives (reducing needle-stick injuries, the spread of viral hepatitis, increasing proper syringe disposal, e.t.c). Requires the programs to offer (1) needle exchange programs, (2) kits that contain access to naloxone [or referrals to other programs w/ naloxone], and (3) educational materials. Specifies that a program employee, volunteer, or participant can't be charged or prosecuted for posession of a (1) needle/syringe [only if that needle/syringe is from the program], and (2) a residual amount of controlled substance in a used needle/syringe. Specifies the immunity provision is notwithstood by 13-3401-61, which covers drug offenses.

HB2616	noxious weeds; government projects							SPONSORS: GRIFFIN
					1st Read: 01/30		2nd Read: 02/03	
					NREW 02/04 - DP 11-1-0-0-1-0 **RULES** None			

Comments:
Summary: Allows the state and its political subdivisions to remove noxious weeds (defined in 3-201) as part of routine maintenance and capital projects. Prevents the state and subdivisions from using those same noxious weeds in landscaping.

HB2717	treasurer; pension prefunding; investment accounts							SPONSORS: KAVANAGH
					1st Read: 02/04			
					GOV None **RULES** None			

Comments:
Summary: Authorizes the State Treasurer to invest and reinvest pension prefunding plan monies in equity securities for pension prefunding plan investment accounts.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
SB1398	tax omnibus							SPONSORS: MESNARD, ALLEN S, et al
	1st Read: 01/29		2nd Read: 01/30					
	FIN None **RULES** None							

Comments: Summary: Makes various changes to tax statutes, including:

-Reduces the Class 1 assessment ratio from 18% to 17% over two years, and reduces the state equalization tax rate to offset.

-Increases the dependent tax credit by 20%.

-Levies a $0.19/gallon tax on natural gas and a $0.23 cents/gallon tax on propane, used in the propulsion of a motor vehicle. Establishes a $0.23/gallon use tax on natural gas and a $0.30/gallon use tax on propane, used in the propulsion of a motor vehicle.

-Levies a tax on electric vehicles of $130 per year and a tax on hybrid vehicles of $52 per year.

-Repeals the highway safety fee 6 months earlier than planned, on January 1, 2021.

-Increases bonus depreciation for corporate income taxes from 50% to 100% of the federal amount.

SB1416	claims; liability; notice							SPONSORS: FARNSWORTH D. (16)
	1st Read: 01/29		2nd Read: 01/30					
	JUD None **RULES** None							

Comments:
Summary: Specifies that a city, town, or county aware of a potential claim/cause of action involving itself - where the claimant has not filed a notice of claim at least 90 days before the time frame expires - must notify all potential claimants of the obligation to file a notice of claim. States that a potential claimant has two years after the date of the potential claim or cause of action accrues to file a claim if the county fails to notify them ninety days in advance of the claim time frame's imminent expiration.

SB1436	TPT; exemption; public safety equipment.							SPONSORS: GOWAN
	1st Read: 01/29		2nd Read: 01/30					
	APPROP None **RULES** None							

Comments: Summary: Identical bill to SB 1116 the LPC voted to OPPOSE the bill on 1/24. Exempts sales of public safety equipment purchased by a law enforcement agency, fire district, fire department, volunteer fire department, or emergency medical services provider from TPT and use tax.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
SB1459	private attorney retention; municipalities; counties							SPONSORS: LEACH
	1st Read: 01/30		2nd Read: 02/03					
	JUD None **RULES** None							

Comments:
Summary: Counties and municipalities are prohibited from entering into a contingency fee contract with a private attorney unless the county or municipal attorney makes a written determination before entering into the contract that contingency fee representation is both cost effective and in the public interest. The written determination is required to include specific findings for a list of specified factors. Before a contingency fee contract with a private attorney is effective and enforceable and before any monies may be spent by the county or municipality, the county or municipality is required to receive approval from the Attorney General's Office for the contract. Counties and municipalities are prohibited from entering into a contingency fee contract that provides for the county's or municipality's private attorney to receive a contingency fee from the county's or municipality's portion of the recovery in excess of an aggregate of a list of specified percentages based on the recovery amount. The contingency fee received by the county's or municipality's private attorney cannot exceed $50 million. Establishes additional requirements for county or municipal contracts for contingency fee attorney services. does not apply to any contingency fee contract in which a county or municipality hires a private attorney to pursue debt collection cases.

SB1527	e-liquids; tobacco products; vapor products							SPONSORS: LEACH, ALLEN J, et al
	1st Read: 02/03		2nd Read: 02/04					
	COM None **RULES** None							

Comments:
Summary:
Makes the Department of Liquor Licenses and Control (Department) responsible for enforcing statute regulating tobacco sales, investigating the sales of alternative nicotine products, e-liquids, tobacco products and vapor products. Requires sellers of these products to obtain a license from the Department. Establishes stipulations on the sale, penalties, and reasons a license can be revoked on all alternative nicotine products, e-liquids, tobacco products and vapor products. Establishes a preemption on the sale and marketing of alternative nicotine products, e-liquids, tobacco products and vapor products unless it is on property owned by a county, city, town, school district, stadium district, or community college district. Effective January 1, 2021

SB1664	civil liability; gun-free zones							SPONSORS: GOWAN, BORRELLI, et al

Comments:
Summary: Specifies that a government entity that establishes a gun-free zone is liable for any damages claimed by a person harmed by criminal conduct in the gun-free zone if a reasonable person would believe that possession of a firearm could have helped the person defend themselves. Allows the court to award triple in damages if (1) the criminal conduct is found to be a terrorist attack and (2) the person harmed is (a) a minority, (b) disabled, or (3) over sixty-five. Specifies that a government entity that establishes a gun-free zone must provide the level of protection from injury individuals would have had if they were allowed a gun. Removes provisions from statute that specify an operator/event sponsor/employee is NOT liable for acts or omissions related to a public establishment.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
SB1665	misconduct involving weapons; classification						SPONSORS: GOWAN, BORRELLI, et al	

Comments:
Summary: Reduces from a class 1 (highest) misdemeanor to a class 3 (lowest) misdemeanor for the following offenses: entering any public establishment or attending any public event and carrying a deadly weapon after a reasonable request by the operator of the establishment or sponsor of the event to remove the weapon and pace it in temporary secure storage or entering an election polling place on election day carrying a deadly weapon.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2053	executive sessions; security plans.							SPONSORS: ESPINOZA
					1st Read: 01/13		2nd Read: 01/16	
					TECH 01/22 - DP 7-0-0-0-0-0 **GOV** 01/30 - DP 11-0-0-0-0-0 **RULES** None			

Comments:
Summary: Allows a public body to hold an executive session to discuss matters (1) "relating to school safety operations ... school safety plans or programs" and emergency response plans, and (2) relating to building/facility and information technology security plans, procedures, assessments, measures, or systems. Specifies that notes and materials provided to public body representatives and related to building/facility/I.T. security are confidential and exempt from public disclosure.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to SUPPORT this bill.

HB2055	civil traffic violations; community restitution							SPONSORS: BIASIUCCI, BLACKMAN, et al
					1st Read: 01/13		2nd Read: 01/16	
					JUD 01/29 - HELD **RULES** None			

Comments: 1/31: Staff explained that the bill sponsor is working on an amendment, noting the Courts expect a $5M loss of revenue with the passage of this bill. Staff mentioned the Courts and League of Cities and Towns are both opposed. The LPC voted to OPPOSE??? the bill.

Summary: Allows individuals who are subject to a civil penalty for violating traffic/vehicle regulations to perform court-approved restitution in lieu of the civil penalty, surcharge, assessment, or fee. Prohibits the court from assessing a time payment fee in the case of a civil penalty. The LPC voted to OPPOSE the bill.

Updates: As of 1/16/2020, the CSA has not taken a position on this bill.

HB2065	recorder; recording fees; lien fees							SPONSORS: KAVANAGH
					1st Read: 01/29		2nd Read: 01/30	
					GOV None **RULES** None			

Comments: 1/24: Staff explained this bill would carve out the health care industry from paying full county recorder fees for medical provider liens by establishing a special $9 fee for the industry, as opposed to $30 for all other entities. The LPC did not take a position on the bill and asked to bring it back at the next LPC meeting.

Summary: Establishes a county fee of $9 for medical provider liens.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2099	property tax; mobile homes; delinquency							SPONSORS: GRIFFIN
					1st Read: 01/13		2nd Read: 01/16	
					WM 01/29 - DPA 10-0-0-0-0-0 **RULES** 02/03 - C&P 8-0-0-0-0-0 Maj Caucus: 02/04 Min Caucus: 02/04			

Comments: 1/24: Staff explained this bill modifies the mobile home lien sale process to mirror the real property tax lien sale process. Staff also noted there are currently efforts with the sponsor to help all sides get to a place they are comfortable with by way of an amendment. The LPC did not take a position on this bill.

Summary: States that a mobile home (1) without a recorded affidavit of affixture, (2) that is not placed on the real property roll, and (3) that is used as the owner's primary residence, shall have the county treasurer secure payment of its owner's unpaid delinquent taxes by (a) selling tax liens on the mobile home and (2) foreclosing the right to redeem. Specifies that insubstantial failure to comply with the statutes governing the sale of tax liens and foreclosure does not affect the validity of the assessment and levy of the taxes or the sale of a tax lien.

HB2112	schools; safety; executive session							SPONSORS: UDALL, NUTT

Comments:
Summary: Allows a public body to hold an executive session to discuss matters (1) "relating to school safety operations ... school safety plans or programs" and emergency response plans, and (2) relating to building/facility and information technology security plans, procedures, assessments, measures, or systems. Specifies that notes and materials provided to public body representatives and related to building/facility/I.T. security are confidential and exempt from public disclosure.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to SUPPORT this bill.

HB2147	personal property tax; abatement; procedure							SPONSORS: THORPE

Comments: Summary: Allows a county treasurer to abate a personal property/property tax and remove a tax lien, provided that the reason for abatement/removal complies with relevant statute (42-18351), without approval from the board of supervisors. Specifies that the certificate of removal and abatement is final and effective on the date the board receives the notice.
Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to OPPOSE this bill.

HB2235	record of proceedings; certified reporter							SPONSORS: ALLEN J
					1st Read: 01/28		2nd Read: 01/29	
					JUD None **RULES** None			

Comments: 1/31: Staff explained the bill increases flexibility for court reporters, ensuring they are able to maintain efficiency. The LPC voted to SUPPORT the bill.
Summary: Expands the courts authority to create and maintain a complete electronic record to supplement court reporters to prevent delay in resolving disputes in the trial court and on appeal. Allows a judge discretion on when to use a court reporter or an electronic recording system. Either party may provide a court reporter or stenographer in addition to the electronic means used by courts to record the proceedings, but if the court uses electronic means they cannot be required to have a court reporter.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2352	centrally assessed property; valuation; pipelines.							SPONSORS: TOMA, BOLICK, et al
					1st Read: 01/21		2nd Read: 01/22	
					WM 01/29 - HELD			
					RULES None			

Comments: 1/31: Staff explained that CSA is still waiting for further feedback from DOR and other county experts on this issue. Staff also noted there may be some concerns with allowing all pipelines to utilize this action. The LPC did not take a position on the bill.

1/24: Staff noted this bill is in response to an ongoing legal issue between Transwestern Pipeline Company and DOR in which Transwestern has been appealing their value each year and winning in court, resulting in large refunds from northern and central Arizona counties and other taxing jurisdictions. Staff also noted they are waiting for further input from several counties and DOR and will return with more information at a later date. The LPC did not take a position on the bill.

Summary: Mirror bill (SB 1204) Establishes allowable adjustments to the value of a pipeline property, including: (1) a ruling by a court of competent jurisdiction that the property's full cash value is more than the appraised market value, (2) an agreement between a pipeline company and DOR as a result of a material change to the property, and (3) an agreement between a pipeline company and DOR to correct a material error or omission in the calculation of the base value.

HB2468	law enforcement; prosecution; grants; acceptance							SPONSORS: PAYNE
					1st Read: 01/28		2nd Read: 01/29	
					PS None			
					RULES None			

Comments: 1/24: Staff noted this bill removes Board oversight of monies dedicated to law enforcement agencies and exposes the county to potential increased costs and liability. The LPC voted to OPPOSE the bill.

Summary: Prohibits a board of supervisors from rejecting/interfering with a law enforcement agencies or prosecution agency's receipt of federal grant monies, award monies, or other monies intended to supplement the budget.

HB2469	law enforcement officers; additional benefits.							SPONSORS: PAYNE, BLACKMAN, et al
					1st Read: 01/28		2nd Read: 01/29	
					PS None			
					RULES None			

Comments: 1/31: Staff noted that the bill is scheduled to be heard in House Public Safety next week and we are working to get a meeting with the sponsor to talk about the impact of the bill. The LPC voted to OPPOSE the bill.

Summary: If a law enforcement officer was killed in the line of duty, the surviving spouse continues to receive workers' compensation death benefits until the surviving spouse's death regardless of whether the surviving spouse remarries. If a surviving spouse of a deceased law enforcement officer who was killed in the line of duty is receiving payment for health insurance premiums from the officer's employer and the surviving spouse remarries, the health insurance premium payments are no longer discontinued, and family coverage is required to include coverage for the additional new family members. In addition to any other death benefits, a surviving spouse, or a dependent if there is not a surviving spouse must receive payment for all of the deceased member's unused sick leave. If a PSPRS or CORP member is receiving an accidental or catastrophic or total and permanent disability pension, the retired member's employer is required to continue to pay the employer portion of the health care benefits that was being paid by the employer on the date that the member's disability pension commenced until the retired member is eligible for Medicare.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
HB2475	law enforcement officers; rights; privileges							SPONSORS: PAYNE

Comments: 1/31: Staff noted that ACIP has concerns with the cost and liability associated with maintaining on duty officers 24 hours a day, including workers' compensation. The LPC voted to OPPOSE the bill.

Specifies law enforcement officers maintain their rights and privileges as an officer 24 hours a day, even if not on duty.

HB2482	elderly homeowners; class six property.							SPONSORS: THORPE

Comments: 1/24: Staff explained the bill causes a tax shift to homeowners that do not qualify for the senior valuation freeze program and treats like-properties different when it comes to taxation. The LPC voted to OPPOSE the bill.

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

HB2493	community facilities districts							SPONSORS: TOMA, COOK, et al
					1st Read: 01/29		2nd Read: 01/30	
					WM None			
					RULES None			

Comments: 1/31: Staff noted that no concerns have been received about this bill and that feedback from the counties has been positive. The LPC voted to MONITOR the bill.

Summary: Makes various changes to community facilities districts including the general obligation bond purposes and board make up.

HB2589	land divisions; county regulation; surveys							SPONSORS: GRIFFIN, DUNN, et al
					1st Read: 01/27		2nd Read: 01/28	
					LAG None			
					RULES None			

Comments: 1/31: Staff noted that there are concerns over allowing a land division without a trained professional land surveyor surveying the land first. Feedback also included concern about additional liability for counties. The LPC voted to OPPOSE the bill.

Summary: Prohibits counties from requiring an applicant for a land division to conduct a survey as a condition of approving the land division or conveyance or issuance of a building permit.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
SB1014	election procedures manual; rulemaking; GRRC							SPONSORS: UGENTI-RITA
	1st Read: 01/13		2nd Read: 01/14					
	JUD None **RULES** None							

Comments: Summary: Specifies that the Arizona Secretary of State's Elections Procedures Manual must be approved by the Governor's Regulatory Review Council- instead of the Governor and the Attorney General - before issuance. States that this Elections Procedures Manual is exempt from the citizen-led economic impact statement process and the state's regulatory bill of rights.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to OPPOSE this bill.

SB1019	prohibition; regulation; industrial hemp sites							SPONSORS: BORRELLI
	1st Read: 01/13		2nd Read: 01/14					
	GOV 02/03 - DP 6-1-0-0-0-0 **RULES** None							

Comments: 1/24: Staff explained this legislation establishes more restrictions than necessary in achieving the sponsor's efforts to prevent proximity regulations between marijuana farms and hemp farms. Staff also noted they are working with Sen. Borelli on an amendment that will achieve his goal in the proper manner. The LPC did not take a position on the bill.

Summary: Prohibits cities, towns, and counties from imposing further regulations or restrictions on industrial hemp sites.

SB1042	executive sessions; security plans							SPONSORS: BORRELLI, COOK, et al
	1st Read: 01/13		2nd Read: 01/14					
	GOV 02/03 - DP 7-0-0-0-0-0 **RULES** None							

Comments: Summary: Allows a public body to hold an executive session to discuss matters (1) "relating to school safety operations ... school safety plans or programs" and emergency response plans, and (2) relating to building/facility and information technology security plans, procedures, assessments, measures, or systems. Specifies that notes and materials provided to public body representatives and related to building/facility/I.T. security are confidential and exempt from public disclosure.

Update: At the CSA Board meeting on 1/16/2020, the CSA Board voted to SUPPORT this bill.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
SB1113	mortgaged property; tax statements; information							SPONSORS: LEACH
	1st Read: 01/13		2nd Read: 01/14					
	FIN 01/22 - DP 8-2-0-0-0-0 **RULES** 01/27 - PFC	CON CAL - 01/27 Object: No	01/30 - PASSED 30-0-0-0-0-0					
	Rep Caucus: 01/28 Dem Caucus: 01/28							
	Comments: 1/31: Staff explained the county treasurers largely felt this would not cause any issues or major impact on the mailing of tax bills. The LPC voted to take a NEUTRAL position on the bill.							
	Summary: Requires the county treasurer to separately list the amount of primary and secondary taxes on the statement of taxes mailed to a mortgagor.							
SB1116	TPT; exemption; public safety equipment							SPONSORS: BORRELLI
	1st Read: 01/13		2nd Read: 01/14					
	FIN None **APPROP** None **RULES** None							
	Comments: 1/24: Staff explained the bill sets a bad precedent by exempting a government entity from TPT, opening the gates for other entities to ask for the same, and erodes the TPT base further. The LPC voted to OPPOSE the bill. Update identical bill dropped SB 1436 (Gowan)							
	Summary: Exempts sales of public safety equipment purchased by a law enforcement agency, fire district, fire department, volunteer fire department, or emergency medical services provider from TPT and use tax.							
SB1133	public works; contracts; payment							SPONSORS: GRAY, FANN
	1st Read: 01/16		2nd Read: 01/21					
	GOV None **RULES** None							
	Comments: 1/31: Staff explained this bill is an ongoing conversation from last year that CSA opposed and is inconsistent with current practices. Staff additionally noted they are actively engaged in stakeholder meetings and are working on a resolution but are not yet there. The LPC voted to OPPOSE the bill.							
	Summary: Modifies the definition of a construction contract to include oral agreements, allows the contractor or subcontractor to request payment for additional work completed from a change order to be included in the monthly pay estimates. Allows either party to to disagree with an interim determination to file a claim in accordance with the terms of the contract.							

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

	Senate Information				House Information			
Bills	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**	**Committee Actions**	**COW Action**	**3rd Read & Votes**	**Final Read & Votes**
SB1141	detention officers; arrest warrant; custody							SPONSORS: LIVINGSTON, PRATT
	1st Read: 01/16		2nd Read: 01/21					
	JUD 01/23 - DP 7-0-0-0-0-0 **RULES** 01/27 - PFC	CON CAL - 01/27 Object: No	01/30 - PASSED 17-13-0-0-0-0					
	Rep Caucus: 01/28 Dem Caucus: 01/28							

Comments: 1/24: Staff explained this was an AACo that the LPC voted to approve last year. The bill expands when an assigned detention officer may execute an existing arrest warrant in the following situations: 1) the person is already under law enforcement supervising at a hospital facility, if a judicial officer remands the person to custody during a court proceeding, or in a jail facility if a visitor is found to have an arrest warrant. The goal of the bill is aimed at freeing up sworn sheriff deputies. The LPC voted to SUPPORT the bill.

Summary: Expands where an assigned detention officer acting in their official capacity is permitted to arrest a person pursuant to an existing warrant, including allowing said officer to arrest an individual (1) at a hospital facility and under law enforcement supervision/custody, (2) at a superior/justice/municipal court facility, and (3) visiting within a jail facility. The bill also allows a detention officer to take custody of a person remanded into custody by a judicial officer during a court proceeding.

* Vote Legend: Ayes-Nays-Not Voting-Present-Absent-Excused

COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE
(*Teleconference Made Available*)
County Supervisors Association
1905 West Washington
Phoenix, Arizona
MINUTES
January 31, 2020

Call to Order:	Rudy Molera	9:00 a.m.
Present In Person:	Rudy Molera	Santa Cruz County
Present Telephonically:		
	Alton Joe Shepherd	Apache County
	Ann English	Cochise County
	Matt Ryan	Coconino County
	Tommie Martin	Gila County
	Jim Palmer	Graham County
	Richard Lunt	Greenlee County
	Duce Minor	La Paz County
	Steve Gallardo	Maricopa County
	Hildy Angius	Mohave County
	Jason Whiting	Navajo County
	Todd House	Pinal County
	Randy Garrison	Yavapai County
	Russell McCloud	Yuma County
Absent:	Sharon Bronson	Pima County

Others present telephonically: Paul David, Jean Bishop, James Menlove, Dustin Welker, Brandi Bateman, Bea Roslyn, Yvonne Ortega

Others present in person: Jesus Valdez, Rebecca Beebe, Mark Barnes, Penny Adams, Robin Hillyard, Vanessa Fielder, Michael Madden, Jacob Emnett

President Rudy Molera welcomed everyone. Penny Adams called roll and a quorum was present.

Approval of the Minutes of the January 24, 2020, Legislative Policy Committee meeting

Supervisor Richard Lunt moved to approve the minutes of the January 24, 2020, Legislative Policy Committee meeting. Supervisor Ann English seconded the motion and the motion passed unanimously.

Executive Budget/JLBC/Senate Majority Overview

Vanessa Fielder reported budget negotiations continued this week in House and Senate Appropriations meetings, hearing from AHCCCS, DES, and DCS on their budget requests, and discussion continued on the differences between the Executive budget, the JLBC baseline budget, and the House and Senate Majority proposals.

CSA Legislative Agenda

1) CSA Legislative Budget Priorities.
   a) HB 2350 counties; committed youth contributions; repeal. Vanessa Fielder reported HB 2350 passed House Government unanimously on Thursday.
   b) $3 million – Presidential Preference Election.
   c) Contain County ALTCS Contributions. Vanessa reported confirmation was received from the Governor's budget office there is a supplemental request in FY 2020 for county contributions

of approximately $7 million. CSA is working with OSPB and JLBC to get the county by county breakdown of the county contributions.

d) Increase Transportation Investment. Vanessa thanked the county supervisors who testified in the House Transportation committee this week providing testimony on the ongoing need for additional investment in transportation infrastructure.

2) SB 1280 pensions; unfunded liability; expenditure limits. Vanessa reported SB 1280 passed Senate Finance 5-3 on Wednesday. She thanked Supervisor Gates for testifying. She noted there was some opposition by ATRA. CSA will continue to work with the bill sponsor, Maricopa County, and the League of Arizona Cities and Towns to continue to educate legislative members. Discussion occurred.
3) Short Term Vacation Rental Regulation. Robin Hillyard reported two bills, one by Senator Brophy McGee and one by Representative Kavanagh, are expected to be dropped soon on this issue.
4) Short Term Vacation Rental Tax Parity. Robin reported SB 1490 was dropped yesterday by Senator Mesnard and CSA has been meeting with committee members.
5) SB 1303 annexation of territory; requirements. Robin reported CSA is working on getting it on a Government committee agenda. Discussion occurred. Robin reported the League is supportive.
6) HB 2123 appropriation; heritage fund. / SB 1085 appropriation; heritage fund.
7) HB 2478 rural counties; transient lodging tax. Robin reported that the other tourism marketing authority bill approved at the Summit (SB 1335) was dropped.
8) HB 2479 juvenile dependency; state aid; appropriation. Robin reported a meeting is scheduled for next week with the bill sponsor to get the bill assigned to a committee. Discussion occurred.
9) HB 2581 dangerous; incompetent person; evaluation; commitment.

Legislative Bills For Discussion

1) HB 2055 civil traffic violations; community restitution. Robin Hillyard reported the bill sponsor had agreed to hold the bill, but is now working on an amendment. She stated the courts and the League are opposed. Supervisor Ann English moved to oppose HB 2055. Supervisor Jim Palmer seconded the motion. Discussion occurred. Robin reported the bill was held in committee this week, but is scheduled for next week. The motion passed unanimously.
2) HB 2084: international boundary wall, building permits. Robin reported the bill passed House Federal Relations last week and was amended. It failed Third Read yesterday, but was reconsidered to be heard on another day. In a request for feedback, Robin noted the counties expressed concerns. CSA has drafted an amendment that was sent to the border counties for review. CSA's desire is to work with the bill sponsor to address county concerns. Discussion occurred.
3) HB 2227 criminal justice commission; data collection. Robin reported the bill originated from the Arizona Criminal Justice Commission. Upon receipt, CSA will send out an amendment that is currently being worked on. The bill is scheduled in committee next week.
4) HB 2231 Arizona criminal justice commission; members. Jacob Emnett reported the bill would put the commission membership expansion into statute.
5) HB 2235 recording of proceedings; certified reporter. Robin reported the bill originated from the Supreme Court's Arizona Task Force on supplemental keeping of the record by electronic means. She noted that county feedback was positive toward this bill. Supervisor Ann English moved to support HB 2235. Supervisor Duce Minor seconded the motion and the motion passed unanimously.
6) HB 2352 centrally assessed property; valuation; pipelines. (Toma) / SB 1204 centrally assessed property; valuation; pipelines. Robin reported CSA is waiting for an assessment from the Arizona Department of Revenue. HB 2352 was held in committee this week and SB 1204 passed Senate Finance amended with the addition of an emergency clause.
7) HB 2404 TPT; prime contracting; exemptions; certificates. Michael reported on the bill. It is scheduled for next Wednesday in House Ways and Means. Discussion occurred.
8) HB 2469: law enforcement officers; additional benefits. Robin reported it is scheduled in House Public Safety next week. CSA is seeking a meeting with the bill sponsor to discuss the impact of the bill. Discussion occurred. Supervisor Hildy Angius moved to oppose HB 2469. Supervisor Ann English seconded the motion. Discussion followed. The motion passed unanimously.
9) HB 2475 law enforcement officers; rights; privileges. Robin reported the bill would expand coverage of rights and privileges of law enforcement officers to 24/7, even when not on duty.

Robin reported the Arizona Counties Insurance Pool is very concerned and the Arizona Association of Counties (AACo) received two concerns, but they were split 50/50. Supervisor Richard Lunt moved to oppose HB 2475. Supervisor Russell McCloud seconded the motion and the motion passed unanimously.

10) HB 2493: community facilities districts. Robin reported on the bill and noted the feedback received from counties showed no concerns. CSA will continue to monitor for any amendments. Supervisor Russell McCloud moved for CSA to monitor HB 2493. Supervisor Richard Lunt seconded the motion and the motion passed unanimously.
11) HB 2589: land division; county regulation; surveys. Robin reported CSA received feedback there could be potential harm from this legislation. She noted the county planning directors are strongly opposed. CSA plans to meet with the bill sponsor about county concerns before it is assigned to committee. Discussion occurred. Supervisor Matt Ryan moved to oppose HB 2589 as is. Supervisor Steve Gallardo seconded the motion. Discussion followed. The motion passed unanimously.
12) HB 2631 PSPRS; local boards; duties; consolidation. Robin reported this bill stemmed from conversations between PSPRS, CSA, and the League. The unions and the League have signed in in support. CSA has distributed the bill for review.
13) SB 1113 mortgaged property; tax statements; information. Robin reported the bill passed Senate Finance 7-1 this week. She noted the feedback from AACo was generally neutral. Discussion occurred. Supervisor Ann English moved for CSA to be neutral on SB 1113. Supervisor Russell McCloud seconded the motion and the motion passed unanimously.
14) SB 1133 public works; contracts; payment. Robin reported CSA was opposed to a similar bill last year that didn't pass (SB 1285). She said feedback received indicated this legislation would be inconsistent with current practices. She said CSA is working with the proponents of the bill and attended a stakeholder meeting yesterday. Discussion occurred. Supervisor Matt Ryan moved to oppose SB 1133. Supervisor Ann English seconded the motion and the motion passed unanimously.

Other Legislative Issues

Supervisor Ann English stated the Cochise County Attorney was asking about HB 2445. Robin Hillyard reported CSA was involved in a stakeholder meeting on the bill and plans to bring it to the LPC next week. Michael Madden added that he would be sending it out to the counties today for feedback.

Mark Barnes reported on a recently dropped tax omnibus bill by the Senate Finance committee chairman, Senator Mesnard, that relates to both property and income tax systems. He reviewed some of the components. Discussion occurred.

Next Meeting Date and Time

President Rudy Molera stated that the next meeting will be held on Friday, February 7, at 9:00 a.m. He thanked everyone for their participation.

Other Business and Adjournment

There being no further business, President Rudy Molera adjourned the meeting at 10:15 a.m.

COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE
(*Teleconference Made Available*)
County Supervisors Association
1905 West Washington
Phoenix, Arizona
MINUTES
February 7, 2020

Call to Order:	Rudy Molera	9:00 a.m.
Present In Person:	Richard Lunt	Greenlee County
	Rudy Molera	Santa Cruz County
Present Telephonically:		
	Alton Joe Shepherd	Apache County
	Ann English	Cochise County
	Liz Archuleta	Coconino County
	Tommie Martin	Gila County
	Duce Minor	La Paz County
	Steve Gallardo	Maricopa County
	Jason Whiting	Navajo County
	Randy Garrison	Yavapai County
	Russell McCloud	Yuma County
Absent:	Jim Palmer	Graham County
	Hildy Angius	Mohave County
	Sharon Bronson	Pima County
	Todd House	Pinal County

Others present telephonically: Dustin Welker, Brandi Bateman, Yvonne Ortega

Others present in person: Jennifer St. John, Mark Barnes, Craig Sullivan, Penny Adams, Robin Hillyard, Vanessa Fielder, Michael Madden, Jacob Emnett

President Rudy Molera welcomed everyone. Penny Adams called roll and a quorum was present.

Approval of the Minutes of the January 31, 2020, Legislative Policy Committee meeting

Supervisor Ann English moved to approve the minutes of the January 31, 2020, Legislative Policy Committee meeting. Supervisor Duce Minor seconded the motion and the motion passed unanimously.

CSA Legislative Agenda

1) CSA Legislative Budget Priorities. Craig Sullivan reported that with two weeks left to hear bills in committees in the house of origin, the budget could escalate soon after. He said members have been meeting with the Joint Legislative Budget Committee.
   a) HB 2350 counties; committed youth contributions; repeal. Craig reported the Department of Juvenile Corrections repeal is in the budget negotiations and HB 2350 passed Committee of the Whole.
   b) $3 million – Presidential Preference Election. Craig reported this issue is addressed in all budgets.
   c) Contain County ALTCS Contributions. Craig reported the increases for counties are on the table, but there is a lot of sympathy for the providers. CSA continues to educate lawmakers about the long-term burdens.

d) Increase Transportation Investment. Craig reported CSA and the counties have been diligently talking to the House Transportation committee to educate lawmakers about the need for transportation infrastructure at the local level.

2) SB 1280 pensions; unfunded liability; expenditure limits.
3) SB 1554 short-term rental enforcement; penalties / SCR 1042 short-term rentals; vacation rentals. Robin Hillyard reported on these two bills, and noted that Representative Kavanagh plans to drop his bill on Monday.
4) SB 1490 short-term rental properties; classification. Robin reported the bill is scheduled in Senate Finance next week and requested supervisors sign in in support. She said an amendment is expected to be available by the date of the committee as a result from proposed language by the county assessors.
5) SB 1303 annexation of territory; requirements.
6) HB 2123 appropriation; heritage fund. / SB 1085 appropriation; heritage fund.
7) HB 2478 rural counties; transient lodging tax.
8) HB 2479 juvenile dependency; state aid; appropriation.
9) HB 2581 dangerous; incompetent person; evaluation; commitment.

Legislative Bills For Discussion

President Rudy Molera stated agenda item 11 will be moved up to discuss first.

11) SB 1398 tax omnibus. Mark Barnes reported this omnibus bill makes various changes to income tax and property tax statutes, with one provision to require alternative fuel vehicles to pay a tax on natural gas that would be deposited into HURF. He went into detail on one of the provisions that would decrease the assessment ratio for class 1 commercial property from 18 percent to 17 percent over two years and would reduce the state equalization tax rate by 18 cents over two years to offset. Charts were presented. Discussion occurred. Craig Sullivan added that CSA testified in opposition in committee this week to express concerns and that CSA will be discussing this with the county managers next week. CSA will send out information to the counties to review and determine the local impacts.

1) HB 2249 personal representatives; funeral directors; prohibition. Robin Hillyard reported the bill passed House Regulatory Affairs by 7-0 on January 27. Feedback indicated limited concerns.
2) HB 2293 renewable energy storage equipment; valuation. Michael Madden reported this bill is the same as a bill ran last year that had been vetoed by the Governor.
3) HB 2313 fire sprinklers; existing buildings; prohibition Robin reported the bill passed House Regulatory Affairs 4-3 this week. She said the bill originated from the Restaurant Association and originally only impacted cities and towns, but was amended to include counties. She stated the League of Arizona Cities and Towns (League) and the firefighters opposed to the bill. She noted CSA has received limited feedback from the counties to date. Discussion followed.
4) HB 2386 county free library districts; programs. Michael Madden reported a stakeholder meeting with Representative Udall (the bill sponsor), the Library Association, and the bill proponents will occur next Wednesday, to address concerns.
5) HB 2404 TPT; prime contracting; exemptions; certificates. Michael reported on the bill and that it was held in committee this week.
6) HB 2442 highway safety fee repeal. Michael reported on the bill.
7) HB 2445 right to redeem; lien sale. Michael reported on the bill and noted receiving negative feedback. Discussion followed. Supervisor Steve Gallardo moved to oppose HB 2445. Supervisor Liz Archuleta seconded the motion and the motion passed unanimously.
8) HB 2608 overdose; disease prevention; programs. Jacob Emnett reported on the bill and indicated the bill language was permissive. It passed committee this week 8-0-1.
9) HB 2616 noxious weeds; government projects. Jacob reported on the bill. Discussion occurred. CSA will follow-up with county concerns.
10) HB 2717 treasurer; pension prefunding; investment accounts. Michael reported on the bill.
12) SB 1416 claims; liability; notice. Robin reported that feedback received indicated this legislation would create additional burden on government entities. She stated the Arizona Counties Insurance Pool (ACIP) has shown concern. Supervisor Liz Archuleta moved to oppose SB 1416. Supervisor Duce Minor seconded the motion and the motion passed unanimously.

13) SB 1436 TPT; exemption; public safety equipment.. Michael reported SB 1436 is a mirror bill of SB 1116 that CSA recently opposed. Supervisor Duce Minor moved to oppose SB 1436. Supervisor Steve Gallardo seconded the motion and the motion passed unanimously.
14) SB 1459 private attorney retention; municipalities; counties. Robin reported on the bill. She stated the feedback received from the Arizona Association of Counties (AACo) was that the county attorneys were opposed to the bill, but AACo had not yet taken an official position. She also noted the League was opposed. Supervisor Liz Archuleta moved to oppose SB 1459. Supervisor Alton Shepherd seconded the motion and the motion passed unanimously.
15) SB 1527 e-liquids; tobacco products; vapor products. Robin reported on the bill. Supervisor Liz Archuleta moved to oppose SB 1527. Supervisor Steve Gallardo seconded the motion and the motion passed unanimously.
16) SB 1664 civil liability; gun-free zones. Robin reported ACIP expressed concern from a liability standpoint. Supervisor Russell McCloud moved to oppose SB 1664. Supervisor Liz Archuleta seconded the motion and the motion passed unanimously.
17) SB 1665 misconduct involving weapons; classification. Robin reported on the bill.

Other Legislative Issues

Supervisor Russell McCloud clarified that SB 1490 was the only bill requested to sign in in support and Robin Hillyard replied that was correct as it is scheduled for committee next week.

Next Meeting Date and Time

President Rudy Molera stated that the next meeting will be held on Friday, February 14, at 9:00 a.m. He thanked everyone for their participation.

Other Business and Adjournment

There being no further business, President Rudy Molera adjourned the meeting at 10:07 a.m.