



Cochise County Board of Supervisors

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THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

KIM LEMONS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING TUESDAY, MARCH 10, 2020 at 10:00 AM BOARD OF SUPERVISORS HEARING ROOM 1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 25, 2020. -- Approved
2. Approve the appointment of Ms. Charlotte Cox and reappointment of Ms. Patricia Pinson and Ms. Mary Dobers to the Pollution Control Corporation of the County of Cochise, for a six-year term expiring on February 17, 2026, as requested in correspondence from the Pollution Control Corporation. -- Approved
3. Authorize the Public Defender's Office to accept court-appointed guardianship cases per Arizona Revised Statute 11-584 (10) and advise the Presiding Judge of the approved authorization. -- Approved

4. Adopt Resolution 20-02 accepting a grant from the Gila River Indian Nation as a pass --
through for the Sunsites-Pearce Fire District in the amount of \$44,682.20.

Removed
From
Agenda

County Attorney

5. Approve the proposed settlement of the Tax Appeal in CenturyLink Corporation v. Arizona Department of Revenue, et al., TX2019-001726, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County. -- Approved
6. Approve the proposed settlement of the Tax Appeal in De Lage Landen Financial Services, Inc. v. Cochise County, TX2019-000694, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County. -- Approved

Finance

7. Approve demands and budget amendments for operating transfers. -- Approved

PUBLIC HEARINGS

County Attorney

8. [Item tabled from January 28, 2020 Meeting] 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. -- Approved

ACTION

Board of Supervisors

9. Approve Community Enhancement Fund expenditures for District 3: Bowie Water Company Sinkhole and Road Repair. -- Approved

County Sheriff

10. Approve a recurring contract for Stone Garden funding from the Department of Economic Security (DOHS), in the amount of \$650,000 in Overtime and Mileage (\$600,000 in Overtime), to participate in the operation to detect, deter and/or arrest subjects who smuggle human or drugs illegally into the country, effective January 29, 2020 through January 31, 2021. -- Approved

Human Resources

11. Approve the proposed health care benefit cost share between Cochise County, its employees, and retirees for plan year 2020-2021 as recommended by the Human Resources Department and the County Administrator. -- Approved

Procurement

12. Approve the award of Contract 20-24-BOS-03 to Stantec Consulting Services, Inc. to conduct an eight-month Master Plan Utility Engineering Study for the proposed site of the Douglas, Arizona Port of Entry in the amount of \$265,000.02, effective March 10, 2020. -- Approved

Workforce Development

13. Approve a Five-Year Contract with Mr. James E. Mize, a One Stop Operator to be overseen by Arizona @ Work in the not to exceed amount of \$10,000 annually for a total of \$50,000, effective March 10, 2020. -- Approved

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. -- No Action Taken

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, AZ 85603.

Cochise County Board of Supervisors

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

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 03/10/2020

Minutes

Submitted By: Amy Langer, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of February 25, 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, FEBRUARY 25, 2020**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, February 25, 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 Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County
Present: Administrator; Christine Roberts, Civil Deputy County Attorney; Amanda Baillie, Public
Information Officer; Melissa Tucker, Administrative Assistant

Chairman Borer called the meeting to order at 10:00 a.m.

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PLEDGE OF ALLEGIANCE

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THE MEETING**

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 11, 2020.
2. Approve Arizona Complete Count Committee 2020 letter of support requesting local residents allow Census enumerators to access their location as they visit area properties to help people complete their surveys.

Development Services

3. Approve Amendment 1 to Maneuver In-Licensing Agreement with the United States Air Force and the Bisbee-Douglas International Airport, from a five-year extension, expiring June 15, 2023, to a ten-year extension, expiring June 15, 2028.

Elections

4. Approve Poll Workers for the 2020 Presidential Preference Election to be held on March 17, 2020 and authorize the Elections Director to make substitutions as necessary prior to the election, to ensure that all Vote Centers are staffed adequately with trained election Poll Workers.

Finance

5. Approve demands and budget amendments for operating transfers.

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

PUBLIC HEARINGS

Board of Supervisors

6. Approve a new liquor license for a series #13 Farm Winery submitted by Mr. Robert Lee Dixon II for 1764 Vineyards, located at 357 W. Treasure Road, Pearce, AZ 85625.

Ms. Melissa Tucker, Administrative Assistant, presented this item. Ms. Tucker said this application had been reviewed and recommended for approval by the appropriate departments; property taxes for the parcel were current; there had been no formal protests and the applicant has paid the \$100.00 processing fee. 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 new liquor license for a series #13 Farm Winery submitted by Mr. Robert Lee Dixon II for 1764 Vineyards, located at 357 W. Treasure Road, Pearce, AZ 85625. Vice-Chairman English seconded the motion.

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

ACTION

Board of Supervisors

7. Approve revisions to the Community Enhancement Funds Policy effective February 25, 2020.

Ms. Sharon Gilman, Associate County Administrator, presented this item. Ms. Gilman explained the revisions to the Community Enhancement Fund Policy that were originally approved on July 9, 2019.

Vice-Chairman English moved to approve revisions to the Community Enhancement Funds Policy effective February 25, 2020. Supervisor Judd seconded the motion.

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

8. [Item tabled from February 11, 2020 Meeting] Approve Community Enhancement Fund expenditures for District 2: Saginaw Neighborhood Clean-Up Project.

Vice-Chairman English moved to remove the item from table. Supervisor Judd seconded the motion.

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

Vice-Chairman English presented this item. Supervisor English stated this is to assist the community with the tipping fee for clean up projects for their efforts.

Vice-Chairman English moved to approve Community Enhancement Fund expenditures for District 2: Saginaw Neighborhood Clean-Up Project. Supervisor Judd seconded the motion.

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

9. [Item tabled from February 11, 2020 Meeting] Approve Community Enhancement Fund expenditures for District 3: Project for Willcox Americorp for Willcox Transfer Station tipping fees.

Vice-Chairman English moved to remove the item from table. Supervisor Judd seconded the motion.

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

Supervisor Judd presented this item. Supervisor Judd stated this is to assist AmeriCorp volunteers with the cost of the Willcox Transfer Station tipping fee.

Vice-Chairman English moved to approve Community Enhancement Fund expenditures for District 3: Project for Willcox Americorp for Willcox Transfer Station tipping fees. Supervisor Judd seconded.

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

10. [Item tabled from February 11, 2020 Meeting] Approve Community Enhancement Fund expenditures for District 3: Willcox Americorp for Equipment Purchase by the City of Willcox.

Vice-Chairman English moved to remove the item from table. Supervisor Judd seconded the motion.

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

Supervisor Judd presented this item. Supervisor Judd stated this is to purchase equipment for Willcox Americorp for various projects in the City of Willcox and Cochise County. Supervisor Judd informed the Board that the equipment had already been purchased by the City of Willcox in order to begin projects immediately.

Chairman Borer expressed concern regarding the equipment purchase before the Board's approval and requested any item submitted in the future be given the appropriate amount of time for the approval process before the fact.

Vice-Chairman English advised to include a provision or clause protecting the County from potential liability regarding the purchased equipment. She added approval is necessary for all items going before the Board before, not after, the action has taken place.

Vice-Chairman English moved to approve Community Enhancement Fund expenditures for District 3: Willcox Americorp for Equipment Purchase by the City of Willcox. Supervisor Judd seconded the motion.

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

11. [Item tabled from February 11, 2020 Meeting] Approve Community Enhancement Fund expenditures for District 3: Bellflower Ranch Cattleguard, Willcox.

Vice-Chairman English moved to remove the item from table. Supervisor Judd seconded the motion.

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

Supervisor Judd presented this item. Supervisor Judd stated this is for Bellflower Ranch Cattleguard in Willcox which is on a public easement, private road that is not county maintained.

Vice-Chairman English noted she would make the motion to approve but would vote against it because the county cannot use Community Enhancement Funds for a private road.

Chairman Borer concurred.

Chairman Borer called for the vote and it failed 1-2. (Borer and English opposed)

12. [Item tabled from February 11, 2020 Meeting] Approve Community Enhancement Fund expenditures for District 3: Benson Chamber Welcome Home.

Vice-Chairman English moved to remove the item from table. Supervisor Judd seconded the motion.

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

Supervisor Judd presented this item. Supervisor Judd stated that this is for the Benson Chamber Welcome Home project. The Benson Chamber of Commerce is hosting a five-day event to honor Veterans by constructing a Veteran Wall in their community.

Vice-Chairman English expressed that the public usually comes forth to support an effort such as this one, not asked to be supported by government. She mentioned a five-year celebration Veteran event that took place in the county recently in which no taxpayer money was used and stated it is inappropriate to use taxpayer dollars for this request.

Chairman Borer expressed that it does not benefit Veterans in the area but instead the City of Benson and the cost should not be burdened on taxpayers.

Supervisor Judd stated she wanted to make it a public statement that it is hard for her to know exactly how to help and does not feel bad that her requests are not approved.

Chairman Borer called for the vote and it failed 1-2. (Borer and English opposed)

STATE & FEDERAL LEGISLATION

13. 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

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.

Chairman Borer opened the call to the public.

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

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

Mr. Gilligan reported that in March the County will be working on establishing next years budget and noted there will be a full breakdown for next year's Health Plan in the coming weeks.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Chairman Borer advised that he would be attending the National Association of Counties Conference (NACo) February 29, 2020 through March 4, 2020 and stated Governor Ducey would be in Sierra Vista for his State of the State address on February 26, 2020. The Chairman also stressed the importance of participating in the 2020 census.

Report by District 2 Supervisor, Ann English

Vice-Chairman English informed everyone that an all-mail election was taking place in District 2 for the office of the Mayor and Council Members.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd deferred her report.

Chairman Borer adjourned the meeting at 10:45 a.m.

APPROVED:

Thomas E. Borer, Chairman

ATTEST:

Melissa Tucker, Administrative Assistant

Demands [2/6/2020](#)
Date Range [02/07/20-02/20/20](#)
Warrant Range [38587-38833](#)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38587	02/13/2020	A+ Language Services	1300 - Public Defender	100 General Fund	(350.00)
38588	02/13/2020	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	(378.03)
38589	02/13/2020	Arizona Constables State Association	1000 - Constable - Sierra Vista	100 General Fund	(245.00)
38590	02/13/2020	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(35.56)
38590	02/13/2020	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	(207.12)
38590	02/13/2020	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	(1,492.56)
38591	02/13/2020	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	(73.00)
38592	02/13/2020	Arizona Department of Environmental Quality	7000 - Solid Waste	505 Solid Waste	(7,575.00)
38593	02/13/2020	Arizona Public Defender Association	1300 - Public Defender	100 General Fund	(155.00)
38593	02/13/2020	Arizona Public Defender Association	1310 - Legal Advocate	100 General Fund	(155.00)
38594	02/13/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	(176.02)
38595	02/13/2020	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	(545.79)
38596	02/13/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	(1,624.20)
38597	02/13/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	(118.71)
38598	02/13/2020	B & S Supply Co, Inc	2100 - Facilities Management	100 General Fund	(1,356.47)
38599	02/13/2020	Beacon Secure	2200 - Human Resources	100 General Fund	(80.00)
38600	02/13/2020	Bear Cat Manufacturing, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,638.80)
38601	02/13/2020	Benson NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(4.37)
38602	02/13/2020	Benson, City of	7000 - Solid Waste	505 Solid Waste	(69.84)
38603	02/13/2020	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(474.10)
38603	02/13/2020	Bisbee Napa	2100 - Facilities Management	100 General Fund	(169.96)
38604	02/13/2020	Bisbee Unified School District #2	0600 - County Attorney	131 Attorney Diversion	(184.00)
38605	02/13/2020	Bug-Wiser Exterminating, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(70.00)
38606	02/13/2020	Cable One dba Sparklight	1800 - IT/Communications	100 General Fund	(159.44)
38607	02/13/2020	Caramella, Caryn D.	0100 - Board of Supervisors	100 General Fund	(8,227.34)
38608	02/13/2020	CDW LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	(3,500.77)
38609	02/13/2020	Cengage Learning, Inc. dba GALE	8000 - County Library District	172 State Grt in Aid 08-A-2	(161.94)
38610	02/13/2020	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	(71.08)
38610	02/13/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	(139.15)
38610	02/13/2020	CenturyLink Communications	9000 - School Superintendent	100 General Fund	(35.54)
38611	02/13/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	(280.36)
38612	02/13/2020	Cochise County Farmers Association	4010 - Highway Dept Administration	251 Highway Fund	(1,435.35)
38613	02/13/2020	Cochise County Justice Court #2	0920 - Justice Court 2	100 General Fund	(60.00)
38614	02/13/2020	Cochise Family Advocacy Center	1600 - Finance	100 General Fund	(4,200.00)
38615	02/13/2020	Cochise Painting LLC	2100 - Facilities Management	400 County Capital Projects	(6,750.00)
38616	02/13/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	(97,913.00)
38617	02/13/2020	Copygraphix Inc.	1600 - Finance	100 General Fund	(4,927.11)
38618	02/13/2020	County Supervisors Association	0100 - Board of Supervisors	100 General Fund	(278.00)
38619	02/13/2020	Culligan of Tucson	1600 - Finance	100 General Fund	(56.26)
38619	02/13/2020	Culligan of Tucson	4010 - Highway Dept Administration	251 Highway Fund	(341.51)
38620	02/13/2020	David M Waterman dba Law Offices of David Waterman	0100 - Board of Supervisors	100 General Fund	(1,500.00)
38621	02/13/2020	Deluxe Business Forms	0200 - Treasurer	100 General Fund	(993.18)
38622	02/13/2020	Election Systems & Software LLC	0500 - Elections	100 General Fund	(10,839.71)
38622	02/13/2020	Election Systems & Software LLC	0500 - Elections	321 HAVA Grant-Elections	(14,719.27)
38623	02/13/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(4,641.05)
38624	02/13/2020	Freeport-Mcmoran Copper & Gold	1800 - IT/Communications	100 General Fund	(100.00)
38625	02/13/2020	Fry Fire District	9000 - School Superintendent	279 Prtnrs in Sci & Math Tech	(894.27)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38626	02/13/2020	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(795.33)
38627	02/13/2020	Intab, Inc	0500 - Elections	100 General Fund	(1,233.53)
38628	02/13/2020	International Chemtex Corporation	2100 - Facilities Management	100 General Fund	(737.00)
38629	02/13/2020	IronHawk Elevator LLC	2100 - Facilities Management	100 General Fund	(750.00)
38630	02/13/2020	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	(1,187.50)
38631	02/13/2020	K12 Handhelds, Inc.	8000 - County Library District	176 Library LSTA Grants	(5,213.90)
38632	02/13/2020	Law Office of Joan M Sacramento	0100 - Board of Supervisors	100 General Fund	(2,900.00)
38633	02/13/2020	Law Office of Sarah Michele Martin	0100 - Board of Supervisors	100 General Fund	(4,600.00)
38634	02/13/2020	Lopez, George	4010 - Highway Dept Administration	251 Highway Fund	(100.00)
38635	02/13/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(620.57)
38636	02/13/2020	Maddux & Sons Inc	4010 - Highway Dept Administration	251 Highway Fund	(985.59)
38637	02/13/2020	Midwest Tape	8000 - County Library District	172 State Grt in Aid 08-A-2	(29.98)
38638	02/13/2020	NCS Pearson, Inc.	1220 - Juvenile Detention	581 JCRF Planning Grant	(56.00)
38639	02/13/2020	Olivares, Veronica	1300 - Public Defender	100 General Fund	(220.00)
38640	02/13/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	(881.82)
38640	02/13/2020	OverDrive, Inc.	8000 - County Library District	176 Library LSTA Grants	(406.10)
38641	02/13/2020	Porta-Pot	7000 - Solid Waste	505 Solid Waste	(750.75)
38642	02/13/2020	PrevenTronics	1800 - IT/Communications	100 General Fund	(4,940.48)
38642	02/13/2020	PrevenTronics	2100 - Facilities Management	100 General Fund	(3,021.93)
38643	02/13/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(165.39)
38644	02/13/2020	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(11,420.72)
38645	02/13/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(3,383.67)
38646	02/13/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(16,487.38)
38647	02/13/2020	Sherwin- Williams Co.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,843.06)
38648	02/13/2020	Shipley, Rita	0100 - Board of Supervisors	100 General Fund	(100.00)
38649	02/13/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(115.68)
38650	02/13/2020	SIRSI Corporation	8000 - County Library District	171 County Library	(67,401.12)
38651	02/13/2020	Southeast Arizona Legal Support (SEALS)	0200 - Treasurer	100 General Fund	(332.75)
38652	02/13/2020	Southwest Disposal LC	2100 - Facilities Management	100 General Fund	(131.25)
38653	02/13/2020	Southwest Gas Corporation	2100 - Facilities Management	105 Bisbee/Douglas Airport	(264.34)
38653	02/13/2020	Southwest Gas Corporation	2100 - Facilities Management	216 SEACOM Operations	(156.47)
38654	02/13/2020	Sparkletts	0500 - Elections	100 General Fund	(60.09)
38654	02/13/2020	Sparkletts	1900 - Development Services	100 General Fund	(137.92)
38654	02/13/2020	Sparkletts	2100 - Facilities Management	100 General Fund	(150.66)
38654	02/13/2020	Sparkletts	9000 - School Superintendent	100 General Fund	(40.03)
38655	02/13/2020	Stantec Consulting Services, Inc.	1900 - Development Services	259 Closed	(7,328.50)
38656	02/13/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	(4,840.87)
38656	02/13/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(272.07)
38656	02/13/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	(1,731.44)
38657	02/13/2020	Sune D14 Misc-A Holdings, LLC	2100 - Facilities Management	100 General Fund	(6,628.73)
38658	02/13/2020	TALX UC eXpress	2200 - Human Resources	100 General Fund	(2,250.00)
38659	02/13/2020	The Bisbee Observer LLC	0100 - Board of Supervisors	100 General Fund	(13.73)
38659	02/13/2020	The Bisbee Observer LLC	0500 - Elections	100 General Fund	(44.79)
38660	02/13/2020	The Law Offices of Harriette P Levitt, PLLC	0100 - Board of Supervisors	100 General Fund	(430.00)
38661	02/13/2020	The Master's Touch, LLC	0300 - Assessor	100 General Fund	(39,670.00)
38662	02/13/2020	dbaOschmann Employee Screening Services The Oschm	1220 - Juvenile Detention	100 General Fund	(35.00)
38663	02/13/2020	Trane U.S. Inc.	2100 - Facilities Management	100 General Fund	(1,143.00)
38664	02/13/2020	Traywick, Catherine Lynn	0200 - Treasurer	100 General Fund	(628.71)
38665	02/13/2020	UniFirst Corporation	7000 - Solid Waste	505 Solid Waste	(413.15)
38666	02/13/2020	US Postmaster	0500 - Elections	100 General Fund	(9,000.00)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38667	02/13/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	(182.29)
38668	02/13/2020	Verizon Wireless	1600 - Finance	100 General Fund	(12,132.73)
38669	02/13/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	(1,974.73)
38670	02/13/2020	Waxie Sanitary Supply	1220 - Juvenile Detention	100 General Fund	(2,218.97)
38670	02/13/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	(1,147.49)
38671	02/13/2020	Wick Communications	0200 - Treasurer	100 General Fund	(16,524.40)
38672	02/13/2020	Wick Communications	0200 - Treasurer	100 General Fund	(58.39)
38672	02/13/2020	Wick Communications	2200 - Human Resources	100 General Fund	(1,128.68)
38673	02/13/2020	Wick Communications	0200 - Treasurer	100 General Fund	(175.00)
38674	02/13/2020	Willcox, City of	2100 - Facilities Management	100 General Fund	(2,699.68)
38675	02/13/2020	City of Sierra Vista	8000 - County Library District	171 County Library	(850.57)
38676	02/13/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	(1,015.00)
38677	02/13/2020	John Alley	0930 - Justice Court 3	100 General Fund	(200.00)
38678	02/13/2020	AZDriversafety.com	0950 - Justice Court 5	100 General Fund	(130.00)
38679	02/13/2020	Becerra, Jose Luis	0920 - Justice Court 2	100 General Fund	(111.00)
38680	02/13/2020	Circle K Store	0950 - Justice Court 5	100 General Fund	(16.00)
38681	02/13/2020	City of Willcox Animal Shelter	0940 - Justice Court 4	100 General Fund	(100.00)
38682	02/13/2020	Farmers Insurance	0950 - Justice Court 5	100 General Fund	(25.00)
38683	02/13/2020	Jennings, Jeffrey	0950 - Justice Court 5	100 General Fund	(16.81)
38684	02/13/2020	Alistar McEwan	0950 - Justice Court 5	100 General Fund	(25.00)
38685	02/13/2020	Nguyen, Thanh	0950 - Justice Court 5	100 General Fund	(75.00)
38686	02/13/2020	Steven Rojas	0920 - Justice Court 2	100 General Fund	(21.01)
38687	02/13/2020	Ruiz, Guadalupe	0920 - Justice Court 2	100 General Fund	(25.00)
38688	02/13/2020	Utudzhyan, Grigor	0940 - Justice Court 4	100 General Fund	(210.60)
38689	02/13/2020	Walmart	0920 - Justice Court 2	100 General Fund	(151.30)
38690	02/13/2020	Walmart	0930 - Justice Court 3	100 General Fund	(21.01)
38691	02/13/2020	AFLAC	1600 - Finance	501 Cochise Combined Trust	(11,924.37)
38692	02/13/2020	Arizona Department of Administration-Risk Managemt	1600 - Finance	110 Payroll Clearing Fund	(5,588.14)
38693	02/13/2020	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	(13,044.96)
38694	02/20/2020	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	(3,475.00)
38695	02/20/2020	A-1 Glass & Screen	2100 - Facilities Management	100 General Fund	(552.88)
38696	02/20/2020	Active Expert LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	(12,730.00)
38697	02/20/2020	AlphaGraphics	0920 - Justice Court 2	100 General Fund	(442.14)
38698	02/20/2020	Amazon.com LLC	8000 - County Library District	171 County Library	(31.77)
38698	02/20/2020	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	(352.96)
38699	02/20/2020	Anderson, Dale	0100 - Board of Supervisors	100 General Fund	(200.00)
38700	02/20/2020	Anderson, Steven James	0810 - Court Administration	549 Probate Fees	(250.00)
38701	02/20/2020	Aqua Life	0920 - Justice Court 2	100 General Fund	(22.00)
38702	02/20/2020	Arizona Air Support LLC	3000 - Sheriff	211 Private Donor	(37,251.34)
38703	02/20/2020	Arizona Counties Insurance Pool	0100 - Board of Supervisors	100 General Fund	(2,900.20)
38703	02/20/2020	Arizona Counties Insurance Pool	0100 - Board of Supervisors	251 Highway Fund	(1,100.00)
38704	02/20/2020	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	(56.00)
38704	02/20/2020	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	(67.37)
38705	02/20/2020	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	(40.50)
38706	02/20/2020	Arizona Law Enforcement Radar Technology	3000 - Sheriff	100 General Fund	(8,152.57)
38707	02/20/2020	Arizona Machinery Company, LLC dba Stotz Equipment	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	(3,691.59)
38708	02/20/2020	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	(6,702.90)
38709	02/20/2020	Arizona Waste Oil Service, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	(1,630.00)
38710	02/20/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	(1,271.91)
38711	02/20/2020	Athens Technical Specialists, Inc. (ATSI)	3000 - Sheriff	570 GIITEM	(64,004.90)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38712	02/20/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	(2,166.00)
38713	02/20/2020	August, Kimberly Ann	0810 - Court Administration	100 General Fund	(561.72)
38714	02/20/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	(76.41)
38715	02/20/2020	Baker & Taylor, LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	(795.92)
38716	02/20/2020	Banner-University Physicians Healthcare, Inc.	0810 - Court Administration	100 General Fund	(500.00)
38717	02/20/2020	Banz, Dean	0810 - Court Administration	100 General Fund	(41.18)
38718	02/20/2020	Barnett's Towing & Oxygen LLC	1750 - Fleet Management	109 Fleet Management	(150.00)
38719	02/20/2020	Bear Cat Manufacturing, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	(493.49)
38720	02/20/2020	Benson, City of	2100 - Facilities Management	100 General Fund	(379.41)
38721	02/20/2020	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	(715.22)
38721	02/20/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	(1,292.01)
38721	02/20/2020	Bisbee Napa	2100 - Facilities Management	100 General Fund	(14.18)
38722	02/20/2020	Blackstone Audio, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	(94.00)
38723	02/20/2020	Bradley R Johnson MD PLLC	0810 - Court Administration	100 General Fund	(1,000.00)
38724	02/20/2020	Bug-Wiser Exterminating, Inc.	3000 - Sheriff	100 General Fund	(180.00)
38725	02/20/2020	Cable One dba Sparklight	0810 - Court Administration	100 General Fund	(415.37)
38726	02/20/2020	Cactus Transport Holdings Inc	4010 - Highway Dept Administration	251 Highway Fund	(9,316.00)
38727	02/20/2020	Catholic Community Services Southern Arizona, Inc.	0810 - Court Administration	100 General Fund	(577.52)
38728	02/20/2020	CDW LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	(86,647.67)
38729	02/20/2020	Cellebrite USA, Inc.	3000 - Sheriff	100 General Fund	(3,907.20)
38730	02/20/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	(1,251.42)
38731	02/20/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	(2,285.18)
38732	02/20/2020	CenturyLink Communications	0600 - County Attorney	124 Attny Anti-Racketeering	(35.54)
38732	02/20/2020	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	(485.46)
38732	02/20/2020	CenturyLink Communications	2100 - Facilities Management	100 General Fund	(75.93)
38732	02/20/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	(218.26)
38733	02/20/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	(280.85)
38734	02/20/2020	City of Sierra Vista	1750 - Fleet Management	109 Fleet Management	(10,559.50)
38735	02/20/2020	Clear Channel Outdoor	0810 - Court Administration	585 CASA Grant	(1,060.88)
38736	02/20/2020	Conklin, Todd	2100 - Facilities Management	100 General Fund	(5,700.00)
38737	02/20/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	100 General Fund	(225.00)
38737	02/20/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	109 Fleet Management	(65.00)
38737	02/20/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	251 Highway Fund	(235.00)
38738	02/20/2020	Courtesy Chevrolet / GMAC	1760 - Fleet - Capital	109 Fleet Management	(183,409.94)
38739	02/20/2020	Covertrack Group Inc.	3000 - Sheriff	200 Financial Crimes Unit	(2,593.20)
38740	02/20/2020	COX Communication Arizona, LLC	0810 - Court Administration	100 General Fund	(305.00)
38741	02/20/2020	CRM of America LLC	7000 - Solid Waste	506 Waste Tire Grant	(1,256.35)
38742	02/20/2020	Culligan of Tucson	0600 - County Attorney	100 General Fund	(182.35)
38743	02/20/2020	Dell Marketing LP	1800 - IT/Communications	450 M.I.S. Capital Reserve	(8,487.07)
38744	02/20/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	(606.80)
38745	02/20/2020	Douglas, City of	2100 - Facilities Management	105 Bisbee/Douglas Airport	(2,656.57)
38746	02/20/2020	Elior, Inc	9000 - School Superintendent	279 Prtnrs in Sci & Math Tech	(2,686.98)
38747	02/20/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	(6,666.52)
38748	02/20/2020	EZ Messenger	0910 - Justice Court 1	100 General Fund	(28.00)
38749	02/20/2020	Federal Express Corporation	1800 - IT/Communications	100 General Fund	(22.26)
38750	02/20/2020	Ferguson Enterprises, Inc.	2100 - Facilities Management	100 General Fund	(524.95)
38751	02/20/2020	Gasper, Jo Ann	0810 - Court Administration	100 General Fund	(33.64)
38752	02/20/2020	Gasper, Louis C	0810 - Court Administration	100 General Fund	(49.88)
38753	02/20/2020	George Medina - George's Upholstery	1750 - Fleet Management	109 Fleet Management	(197.82)
38754	02/20/2020	Greer, Nora Faith	0100 - Board of Supervisors	100 General Fund	(180.00)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38755	02/20/2020	Griffith, David Bruce	0100 - Board of Supervisors	100 General Fund	(800.00)
38756	02/20/2020	Hassan M. Hijazi	0810 - Court Administration	100 General Fund	(230.68)
38757	02/20/2020	Hodges Glass Co Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(1,366.38)
38758	02/20/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	(1,027.60)
38759	02/20/2020	Instrument Development Corporation	7000 - Solid Waste	502 Landfill Closures	(135.88)
38760	02/20/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	(407.46)
38761	02/20/2020	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	(500.00)
38762	02/20/2020	KE&G Construction Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	(23,039.73)
38762	02/20/2020	KE&G Construction Inc.	4110 - Engineering & Natural Resources	267 Wine Country Development	(58,198.50)
38763	02/20/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	(4,506.19)
38764	02/20/2020	Laboratory Corporation of America	0100 - Board of Supervisors	100 General Fund	(17.00)
38764	02/20/2020	Laboratory Corporation of America	0100 - Board of Supervisors	251 Highway Fund	(37.00)
38765	02/20/2020	Language Line Services, Inc.	0810 - Court Administration	100 General Fund	(74.45)
38765	02/20/2020	Language Line Services, Inc.	0810 - Court Administration	147 Adult Probation Svcs Fee	(11.28)
38766	02/20/2020	Law Office of Joan M Sacramento	0810 - Court Administration	549 Probate Fees	(350.00)
38767	02/20/2020	Law Offices of Christopher Hitchcock	0810 - Court Administration	549 Probate Fees	(350.00)
38768	02/20/2020	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	(1,890.00)
38769	02/20/2020	LMBI Inc.	7000 - Solid Waste	504 Solid Waste Landfill Development	(41,238.95)
38770	02/20/2020	Lowell A. Jensen, PLC	0100 - Board of Supervisors	100 General Fund	(3,475.00)
38771	02/20/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	(73.75)
38772	02/20/2020	MacMasters, Cheyenne Katie	0100 - Board of Supervisors	100 General Fund	(100.00)
38773	02/20/2020	Martinez, Sergio I. Ph.D., LLC	0810 - Court Administration	100 General Fund	(2,450.00)
38774	02/20/2020	McGowan, Mark J.	0100 - Board of Supervisors	100 General Fund	(9,750.00)
38775	02/20/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	(3,053.82)
38776	02/20/2020	Midwest Tape	8000 - County Library District	171 County Library	(29.99)
38777	02/20/2020	Mohawk Automotive Lifts Southwest	1750 - Fleet Management	109 Fleet Management	(2,937.91)
38778	02/20/2020	Net Transcripts, Inc.	0600 - County Attorney	100 General Fund	(475.61)
38779	02/20/2020	NI Government Services Inc	3000 - Sheriff	100 General Fund	(221.18)
38780	02/20/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	(1,548.80)
38781	02/20/2020	OverDrive, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	(57.98)
38782	02/20/2020	Pitney Bowes Reserve Account	2100 - Facilities Management	100 General Fund	(20,000.00)
38783	02/20/2020	PrevenTronics	0810 - Court Administration	100 General Fund	(883.75)
38783	02/20/2020	PrevenTronics	1800 - IT/Communications	321 HAVA Grant-Elections	(3,051.93)
38783	02/20/2020	PrevenTronics	2100 - Facilities Management	216 SEACOM Operations	(8,603.78)
38784	02/20/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(305.91)
38784	02/20/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	(271.91)
38785	02/20/2020	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(4,003.59)
38786	02/20/2020	R.T. Wyant dba WD Forensic, Inc.	0600 - County Attorney	100 General Fund	(6,039.51)
38787	02/20/2020	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	(12,543.60)
38788	02/20/2020	Ron Turley Associates, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(222.77)
38788	02/20/2020	Ron Turley Associates, Inc.	1750 - Fleet Management	109 Fleet Management	(262.08)
38789	02/20/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(3,373.25)
38790	02/20/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	(1,211.16)
38790	02/20/2020	Safelite Autoglass Corp.	1750 - Fleet Management	109 Fleet Management	(79.90)
38791	02/20/2020	Schlesinger, Aaron	0600 - County Attorney	124 Attnry Anti-Racketeering	(49.00)
38791	02/20/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	(4,359.60)
38792	02/20/2020	Securus Technologies, Inc	3000 - Sheriff	208 Sheriff Inmate Welfare	(2,553.73)
38793	02/20/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(24,403.26)
38793	02/20/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	(14,885.26)
38794	02/20/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(568.85)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38795	02/20/2020	SoundOff Signal	1750 - Fleet Management	109 Fleet Management	(2,191.20)
38796	02/20/2020	Southwest Disposal LC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	(131.25)
38797	02/20/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	(14,712.91)
38798	02/20/2020	Southwestern Border Sheriffs' Coalition	3000 - Sheriff	100 General Fund	(200.00)
38799	02/20/2020	Steven D. West, P.C.	0100 - Board of Supervisors	100 General Fund	(8,965.71)
38800	02/20/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	(9,022.43)
38800	02/20/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	216 SEACOM Operations	(669.77)
38800	02/20/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(1,244.71)
38800	02/20/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	(1,156.29)
38801	02/20/2020	Tab Office Resources	0950 - Justice Court 5	100 General Fund	(5,238.35)
38802	02/20/2020	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	(95.57)
38803	02/20/2020	Thomson West	0810 - Court Administration	100 General Fund	(486.68)
38803	02/20/2020	Thomson West	0810 - Court Administration	151 Law Library	(4,493.28)
38803	02/20/2020	Thomson West	3000 - Sheriff	205 Sheriff Law Enforcement	(289.74)
38804	02/20/2020	Tracking Products, Inc.	1750 - Fleet Management	109 Fleet Management	(102.00)
38805	02/20/2020	United Fire Equipment Company	1750 - Fleet Management	109 Fleet Management	(331.34)
38806	02/20/2020	United States Department of the Interior	4110 - Engineering & Natural Resour	261 Flood Control Distric	(72,500.00)
38807	02/20/2020	Valley Telephone Cooperative, Inc.	0810 - Court Administration	100 General Fund	(279.69)
38807	02/20/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	(109.19)
38807	02/20/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	208 Sheriff Inmate Welfare	(89.90)
38807	02/20/2020	Valley Telephone Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	(288.77)
38807	02/20/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	(191.48)
38808	02/20/2020	VCA Apache Animal Hospital	3000 - Sheriff	203 Jail Enhancement	(8.00)
38809	02/20/2020	Verizon Wireless	3000 - Sheriff	100 General Fund	(5,022.30)
38810	02/20/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	(3,345.70)
38811	02/20/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	(7,910.20)
38812	02/20/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	(582.47)
38813	02/20/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	(1,450.89)
38813	02/20/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	(1,007.09)
38814	02/20/2020	WEST Consultants, Inc.	4110 - Engineering & Natural Resour	261 Flood Control Distric	(6,338.34)
38815	02/20/2020	Wick Communications	0200 - Treasurer	100 General Fund	(174.59)
38816	02/20/2020	Wick Communications	8000 - County Library District	171 County Library	(36.40)
38817	02/20/2020	WIST Office Products Co	0600 - County Attorney	100 General Fund	(886.55)
38817	02/20/2020	WIST Office Products Co	0600 - County Attorney	124 Attrny Anti-Racketeering	(449.86)
38818	02/20/2020	Huafang Xu	0810 - Court Administration	147 Adult Probation Svcs Fee	(471.55)
38819	02/20/2020	Hudson, Guy	3000 - Sheriff	100 General Fund	(700.00)
38820	02/20/2020	Morales, Richard	3000 - Sheriff	100 General Fund	(700.00)
38821	02/20/2020	Olmstead, Ryan	3000 - Sheriff	100 General Fund	(700.00)
38822	02/20/2020	Quality Carpet & Tile	2100 - Facilities Management	400 County Capital Projects	(6,328.50)
38823	02/20/2020	Wyoming Supreme Court	0600 - County Attorney	124 Attrny Anti-Racketeering	(7.00)
38824	02/20/2020	Dianna Fischer	0950 - Justice Court 5	100 General Fund	(250.00)
38825	02/20/2020	Jorge Gutierrez	0920 - Justice Court 2	100 General Fund	(2.00)
38826	02/20/2020	Llanes, Luz	0920 - Justice Court 2	100 General Fund	(30.00)
38827	02/20/2020	McGaffey, Laura	0940 - Justice Court 4	100 General Fund	(200.00)
38828	02/20/2020	Arturo Z. Noriega	0920 - Justice Court 2	100 General Fund	(213.39)
38829	02/20/2020	Shrikanth Ranganathan	0940 - Justice Court 4	100 General Fund	(500.00)
38830	02/20/2020	Evaristo G. Rodarte	0940 - Justice Court 4	100 General Fund	(120.00)
38831	02/20/2020	Aubrey Stram	0910 - Justice Court 1	100 General Fund	(250.00)
38832	02/20/2020	Lisa Thompson	0950 - Justice Court 5	100 General Fund	(250.00)
38833	02/20/2020	Walmart	0920 - Justice Court 2	100 General Fund	(60.00)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
					(1,370,674.74)

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 03/10/2020

Pollution Control Corporation Appointment

Submitted By: Amy Langer, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Ms. Charlotte Cox and reappointment of Ms. Patricia Pinson and Ms. Mary Dobers to the Pollution Control Corporation of the County of Cochise, for a six-year term expiring on February 17, 2026, as requested in correspondence from the Pollution Control Corporation.

Background:

The Board of Directors of the Pollution Control Corporation of the County of Cochise have appointed Ms. Charlotte Cox and reappointed Ms. Patricia Pinson and Ms. Mary Dobers and would like the Board's approval as per procedure for this Corporation.

Department's Next Steps (if approved):

Notify the Corporation of the Board's decision.

Impact of NOT Approving/Alternatives:

The Corporation will not have a quorum and there will be a vacancy.

To BOS Staff: Document Disposition/Follow-Up:

Contact Linda Olsen, Secretary-Treasurer, Pollution Control Corporation via email lindaolsen@msn.com stating the approval of these appointments. In the Oath of Office forms and Open Meeting Law requirements to be forwarded to all appointees if they have not received.

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**

I hereby certify the attached notation is a copy of the minutes of the special meeting of the Board of Directors of the Pollution Control Corporation of the county of Cochise, for conducting the election of 3 members to the board.

Linda J. Olsen
Sec. Treas.

Linda J Olsen
Secretary-Treasurer
Pollution Control Corporation

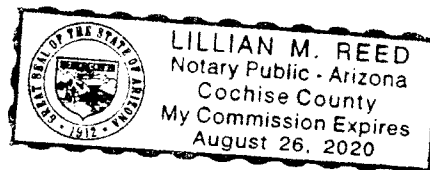
Subscribed to before me this 18 day of FEBRUARY 2020

My Commission expires

8-26-20

Lillian M. Reed

Notary Public



MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE
POLLUTION CONTROL CORPORATION OF THE COUNTY OF COCHISE

A Political subdivision of the State of Arizona

February 18, 2020

The Board of Directors of the Pollution Control Corporation of the County of Cochise met February 18, 2020 in a meeting room of the Arizona Electric Power Cooperative Apache Station Unit at Cochise, Arizona.

The meeting was called to order by the president at 10:00 A.M. He noted that in accordance with the open meeting law, should members of the public be present, they address the chair. Present was Erin Peters of Arizona Electric Power a Financial Management team. She remained throughout the meeting. It was noted that the meeting had been called pursuant to (a) written notices sent to each director, the Board of Supervisors of Cochise County and (b) Snell and Wilmer, Attorneys and notices posted in Bisbee, Willcox, Pearce and Benson Arizona and notices were posted on the discussion pages of Willcox AZ and Sierra Vista AZ FB on

It was moved by Mary and seconded by Pat that the agenda be approved. Motion carried. The Secretary, Linda Olsen, called the roll. Present were Jerry Muir, Mary Dobers, Linda Olsen, Patricia Pinson and Ed Borgnaes. Also present was Charlotte Cox, potential new Board Member.

The president asked for the reading of the minutes from the October 7, 2019 Annual meeting. It was moved by Pat and seconded by Mary to approve the minutes with the Annual Update. Motion carried.

Linda introduced Charlotte Cox as a potential new Board Member (Secretary) and stated that she has not yet received the approval from Cochise County. It was moved by Mary and seconded by Pat to accept Charlotte as the new Board Member Secretary upon receiving approval from Cochise County. Motion carried.

Megan asked for clarification on length of terms. Linda stated the terms are six years.

The terms of Mary and Pat had expired. It was moved by Linda and seconded by Pat that their terms be extended and they continue as Board Members. Motion carried.

Meeting expenses were briefly discussed. It was moved by Pat that meeting expenses be paid and seconded by Linda. Motion carried. Expenses were paid.

Meeting was adjourned at 10:18 and the Oaths of Office were signed then notarized by AEPCO notary Gabriella Cartmell.

APPLICATION FOR APPROVAL OF

Patricia Pinson

TO SERVE AS A DIRECTOR OF THE POLLUTION
CONTROL CORPORATION OF THE COUNTY OF COCHISE

TO THE HONORABLE BOARD OF SUPERVISORS, COUNTY OF COCHISE, ARIZONA:

The Pollution Control Corporation respectfully requests
the Board of Supervisors to approve the election of Patricia
Pinson 1000 Gene St Pearce 85625, Arizona, to serve as
a director of this Corporation for a term beginning on 18 FEB 2020
and expiring on 17 FEB 2026, or
until a properly-authorized successor is duly qualified to assume
the position.

1. The Pollution Control Corporation of the County of
Cochise is a corporate, politic body duly organized under the
laws of the State of Arizona pursuant to the provisions of Ari-
zona Revised Statutes §9-1221, et seq.

2. Such approval is sought pursuant to the provisions
of A.R.S. §9-1225.

3. Patricia Pinson is a duly qualified
elector of Cochise County, Arizona, and is not an officer or
employee of Cochise County, Arizona, other than serving in his/
her capacity as an officer and director of this Corporation.

RESPECTFULLY SUBMITTED this 18 day of FEB 2020,
19_____.

Pollution Control Corporation
of the County of Cochise

By: Linda Olsen Sec Treas

APPLICATION FOR APPROVAL OF

Mary Sobers

TO SERVE AS A DIRECTOR OF THE POLLUTION
CONTROL CORPORATION OF THE COUNTY OF COCHISE

TO THE HONORABLE BOARD OF SUPERVISORS, COUNTY OF COCHISE, ARIZONA:

The Pollution Control Corporation respectfully requests
the Board of Supervisors to approve the election of MARY
Dobers 3037 Lynn Jans Court Pearce, 85625, Arizona, to serve as
a director of this Corporation for a term beginning on 18th Feb
2020 and expiring on 17th Feb 2026, or
until a properly-authorized successor is duly qualified to assume
the position.

1. The Pollution Control Corporation of the County of
Cochise is a corporate, politic body duly organized under the
laws of the State of Arizona pursuant to the provisions of Ari-
zona Revised Statutes §9-1221, et seq.

2. Such approval is sought pursuant to the provisions
of A.R.S. §9-1225.

3. Mary Dobers is a duly qualified
elector of Cochise County, Arizona, and is not an officer or
employee of Cochise County, Arizona, other than serving in his/
her capacity as an officer and director of this Corporation.

RESPECTFULLY SUBMITTED this 18 day of FEB 2020,

19_____.

Pollution Control Corporation
of the County of Cochise

By: [Signature]
[Signature]

APPLICATION FOR APPROVAL OF

Charlotte L Cox

TO SERVE AS A DIRECTOR OF THE POLLUTION
CONTROL CORPORATION OF THE COUNTY OF COCHISE

TO THE HONORABLE BOARD OF SUPERVISORS, COUNTY OF COCHISE, ARIZONA:

The Pollution Control Corporation respectfully requests
the Board of Supervisors to approve the election of Charlotte L Cox
PO Box 124, Pomerene, Arizona, to serve as
a director of this Corporation for a term beginning on 18 Feb 2020
and expiring on 17 Feb 2026, or
until a properly-authorized successor is duly qualified to assume
the position.

1. The Pollution Control Corporation of the County of
Cochise is a corporate, politic body duly organized under the
laws of the State of Arizona pursuant to the provisions of Ari-
zona Revised Statutes §9-1221, et seq.

2. Such approval is sought pursuant to the provisions
of A.R.S. §9-1225.

3. Charlotte L Cox is a duly qualified
elector of Cochise County, Arizona, and is not an officer or
employee of Cochise County, Arizona, other than serving in his/
her capacity as an officer and director of this Corporation.

RESPECTFULLY SUBMITTED this 19 day of Feb 2020,

19_____.

Pollution Control Corporation
of the County of Cochise

By: Linda Oles Sa Juan

CERTIFICATE OF RECORDER

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

I, being a duly qualified and acting Recorder of Cochise County, Arizona, do hereby certify that Charlotte Cox is currently registered to vote in Cochise County according to the registration books in my office.

WITNESS, my official signature this 18 day of February
20 20.

[Signature]
Cochise County recorder
Chief Deputy Recorder

POLLUTION CONTROL CORPORATION

OF

THE COUNTY OF COCHISE

OATH OF OFFICE

State of Arizona)
)
County of Cochise) ss.

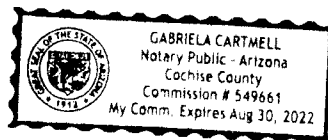
I, Charlotte Cox, do solemnly swear
that I will support the Constitution of the United States and the
Constitution and laws of the State of Arizona; that I will bear
true faith and allegiance to the same, and defend them against all
enemies, foreign and domestic, and that I will faithfully and
impartially discharge the duties of Secretary
and Director of the Pollution Control Corporation of the County of
Cochise accordingly to the best of my ability, so help me God.

Charlotte Cox
SUBSCRIBED AND SWORN to before me this 19th day of February,
2020.

Gabriela Cartmell
Notary Public

My commission expires:

Aug 30, 2022

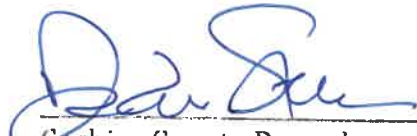


CERTIFICATE OF RECORDER

STATE OF ARIZONA)
) ss
COUNTY OF COCHISE)

I, being a duly qualified and acting Recorder of Cochise County, Arizona, do
Hereby certify that Patricia Pinson is currently registered
To vote in Cochise County according to the registration books in my office.

WITNESS, my official signature this 6 day of Feb
2020


Cochise County Recorder

CERTIFICATE OF RECORDER

STATE OF ARIZONA)
) ss
COUNTY OF COCHISE)

I, being a duly qualified and acting Recorder of Cochise County, Arizona, do
Hereby certify that MARY Dobers is currently registered
To vote in Cochise County according to the registration books in my office.

WITNESS, my official signature this 6 day of Feb
2020


Cochise County Recorder

POLLUTION CONTROL CORPORATION
OF THE
COUNTY OF COCHISE

OATH OF OFFICE

State of Arizona)
) ss.
County of Cochise)

I, Patricia Penon, do solemnly swear
that I will support the Constitution of the United States and
the Constitution and laws of the State of Arizona; that I will
bear true faith and allegiance to the same, and depend them
against all enemies, foreign and domestic, and that I will faith-
fully and impartially discharge the duties of Board Member
and Director of The Pollution Control Corporation of the County
of Cochise accordingly to the best of my ability, so help me God.

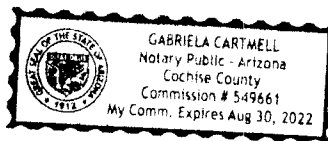
Patricia R Penon

SUBSCRIBED AND SWORN to before me this 19th day of February.
2020.

Gabriela Cartmell
Notary Public

My commission expires:

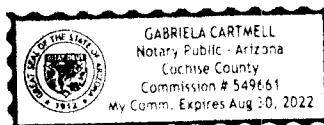
Aug 30, 2022



OATH OF OFFICE

Gabriela Castmell
Notary Public

Aug 30, 2022



Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 03/10/2020

Authorize Public Defender to accept court-appointed guardianship cases.

Submitted By: Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Authorize the Public Defender's Office to accept court-appointed guardianship cases per Arizona Revised Statute 11-584 (10) and advise the Presiding Judge of the approved authorization.

Background:

Ms. Amy Hunley, Clerk of the Court coordinated with the Public Defender's office to handle court-appointed guardianship cases.

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

The Public Defender's Office will not handle such cases.

To BOS Staff: Document Disposition/Follow-Up:

Advise Presiding Judge Conlogue, Ms. Hunley, Mr. Karwaczka and Mr. Schow via email of the Board's authorization 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**

AZ_RevisedStatute11-584

11-584. Public defender; duties; reimbursement

A. The public defender shall, on order of the court, defend, advise and counsel any person who is entitled to counsel as a matter of law and who is not financially able to employ counsel in the following proceedings and circumstances:

1. Offenses triable in the superior court or justice courts at all stages of the proceedings, including the preliminary examination.
2. Extradition hearings.
3. Mental disorder hearings only if appointed by the court under title 36, chapter 5.
4. Involuntary commitment hearings held pursuant to title 36, chapter 18, only if appointed by the court.
5. Involuntary commitment hearings held pursuant to title 36, chapter 37, if appointed by the court as provided in section 36-3704, subsection C and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments.
6. Juvenile delinquency and incorrigibility proceedings only if appointed by the court under section 8-221.
7. Appeals to a higher court or courts.
8. All juvenile proceedings other than delinquency and incorrigibility proceedings under paragraph 6 of this subsection, including serving as a guardian ad litem, if appointed by the court pursuant to section 8-221 and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments.
9. All mental health hearings regarding release recommendations held before the psychiatric security review board pursuant to section 13-3994, if appointed by the court as provided in section 31-502, subsection A, paragraph 8 and the board of supervisors has advised the presiding judge of the superior court in the county that the public defender is authorized to accept these appointments.
10. As attorneys in any other proceeding or circumstance in which a party is entitled to counsel as a matter of law if the court appoints the public defender and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments as specified.

B. The public defender shall perform the following duties:

1. Keep a record of all services rendered by the public defender in that capacity and file with the board of supervisors an annual report of those services.
2. By December 1 of each year, file with the presiding judge of the superior court, the chief probation officer and the board of supervisors an annual report on the average cost of defending a felony case.

C. Although the services of the public defender or court appointed counsel shall be without expense to the defendant, the juvenile, a parent or any other party, the court may make the following assessments:

1. Order an indigent administrative assessment of not more than twenty-five dollars.
 2. Order an administrative assessment fee of not more than twenty-five dollars to be paid by the juvenile or the juvenile's parent or guardian.
 3. Require that the defendant, including a defendant who is placed on probation, a juvenile, a parent or any other party who is appointed counsel under subsection A of this section repay to the county a reasonable amount to reimburse the county for the cost of the person's legal services. Reimbursement for legal services in a delinquency, dependency or termination proceeding shall be ordered pursuant to section 8-221. Reimbursement for legal services in a guardianship or conservatorship proceeding shall be ordered pursuant to section 14-5414.
- D. In determining the amount and method of payment the court shall take into account the financial resources of the defendant and the nature of the burden that the payment will impose.
- E. Assessments collected pursuant to subsection C of this section shall be paid into the county general fund in the account designed for use solely by the public defender and court appointed counsel to defray the costs of public defenders and court appointed counsel. The assessments shall supplement, not supplant, funding provided by counties for public defense, legal defense and contract indigent defense counsel in each county.

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 03/10/2020

Resolution to accept funds as a pass through for Sunsites Pearce Fire District

Submitted By: Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Adopt Resolution 20-02 accepting a grant from the Gila River Indian Nation as a pass through for the Sunsites-Pearce Fire District in the amount of \$44,682.20.

Background:

The Sunsites-Pearce Fire District, operating since 1973, is a special taxing district formed in Cochise County; and is in receipt of a grant award from the Gila River Indian Community in the amount of \$44,682.20

Funding for these grants is provided by a portion of Gila River Casino's annual revenues as a provision of Proposition 202 approved by Arizona voters in 2002, which created gaming compacts between the State of Arizona and Arizona Tribes and the intent of this funding is to support cities, towns and counties in providing government services that benefit the general public; and many Indian Nations contribute their portion of funding directly to the state for distribution; the Gila River Indian Community chooses a direct disbursement to local governments; the district is in need of supplemental funding to purchase handheld radios to replace radios that are nineteen years old.

The County will receive funds on the behalf of the District. The County will disperse the funds to the District upon receipt from GRIC. The District will procure the equipment and comply with all additional grant requirements.

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

The fire district will not be able to receive funding.

To BOS Staff: Document Disposition/Follow-Up:

Send one original resolution to Mr. Eric Friedenbergr and Chief Steinberg to submit to Gila River Nation.

Eric Friedenbergr and Joshua Steinberg
Sunsites-Pearce Fire District
Office: 520-826-3645
Fax: 520-826-3586
efriedenbergr@sunsitesfire.org
jsteinberg@sunsitesfire.org

Attachments

Resolution
Grant Application

RESOLUTION 20-

ACCEPTING A GRANT FROM THE GILA RIVER INDIAN NATION AS A PASS THROUGH
FOR THE SUNSITES-PEARCE FIRE DISTRICT

WHEREAS, the Sunsites-Pearce Fire District, operating since 1973, is a special taxing district formed in Cochise County; and

WHEREAS, the Sunsites-Pearce Fire District is in receipt of a grant award from the Gila River Indian Community in the amount of \$44,682.20; and

WHEREAS, funding for these grants is provided by a portion of Gila River Casino's annual revenues as a provision of Proposition 202 approved by Arizona voters in 2002, which created gaming compacts between the State of Arizona and Arizona Tribes and the intent of this funding is to support cities, towns and counties in providing government services that benefit the general public; and

WHEREAS, many Indian Nations contribute their portion of funding directly to the state for distribution; the Gila River Indian Community chooses a direct disbursement to local governments; and

WHEREAS, the district is in need of supplemental funding to purchase handheld radios to replace radios that are nineteen years old.

NOW, THEREFORE, Cochise County is accepting funding as a pass through for Sunsites- Pearce Fire District per the Gaming Grants requirements of the Gila River Indian Nation.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Kim Lemons
Clerk of the Board

Britt W. Hanson
Chief Civil Deputy County Attorney



Gila River Indian Community Grant Application Grant Cycle 2020

Cover Sheet

Municipality Information	
1. Date of Application: 3/23/2020 (NOTE: Click or use up/down arrow keys to move among fields)	
2. Name of City, Town or County: Cochise County	
3. Mayor (City or Town) or Board of Supervisor s Chairman (County): Thomas E. Borer	
4. Mailing Address: 1415 Melody Lane, Building G	
5. City: Bisbee	State: Arizona
Zip Code: 85603	
6. Acknowledgement of Submission by Authorized Municipality Representative: Typed Name/Title: Thomas E. Borer/ Chairman Email Address: tborer@cochise.az.gov Signature:	
Applicant Information	
7. Department/Organization Name: Sunsites-Pearce Fire District	
8. Is this a 501c non-profit Organization? ☒ No ☐ Yes If yes, attach IRS Determination Letter	
9. Application Contact Person: Joshua Steinberg Title: Fire Chief	
10. Phone Number: (520)826-3645	
11. Mailing Address: 105 N. Tracy Rd. PO Box 507	
12. City: Pearce	State: Arizona
Zip Code: 85625	
13. Email Address: jsteinberg@sunsitesfire.org Website Address: www.sunsitesfire.org	
Project Information	
14. Project Name: New handheld radios	
15. Purpose of Grant: Replace out of date, damaged, and broken radios with new radios compliant with new federal law that all public safety be P-25 compliant.	
16. Priority Funding Area	Public Safety
17. Annual amount requested	\$44,682.20
18. Number of years that funding is requested	1
19. Total amount requested (annual amount x number of years)	\$44,682.20
20. Has your organization received past funding from GRIC? If yes, list each year and amount	Yes, 2017-\$11,000
21. Geographic area served	Eastern Cochise County

For Office Use Only:		
Data Entry	Receipt	Evaluation
Review ☐ Approval - Amount \$		☐ Denial



Gila River Indian Community Grant Application Grant Cycle 2020

Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe the organization's history, mission and goals.

The Sunsites-Pearce Fire District was formed in 1973 as a volunteer agency and has since grown to a full-time Fire and EMS agency that responds to 700+ calls per year with 8 full-time personnel. We strive to maintain excellence in Fire and EMS response by maintaining the highest standards in education and training, while providing the utmost degree of safety, security, and compassion to our members and community. Our goal is to continually expand to meet the needs of the community and neighboring Cochise County.

2. If the applying organization is non-municipal or a non-profit 501c, please describe your relationship with Arizona municipalities including past and present support, whether through partnerships, collaborations, in-kind contributions, grants, tax-based funding or other. Describe the supporting municipality's role in this project. If the applying organization is a municipality governmental sub-division please enter the text "Not applicable."

Sunsites-Pearce Fire District (SPFD), is a special tax district in Cochise County and receives funds from property taxes and other revenue through the Cochise County Treasurer's Office. SPFD has its own operations and planning budget which uses the funds described above. The Cochise County Board of Supervisors has agreed to allow special districts to utilize them as an accepting agency and pass through for grant funds including this project. We work with Mrs. Arlethe Rios, Cochise County Special Districts Coordinator, on projects that require our County's assistance for grant implementation.

3. Describe the proposed project and your plan to implement.

Our Project proposal is to obtain the needed funds to replace our current handheld radios, many of which are currently inoperable. Replacing our radios will fulfill two goals, one we will have reliable radios with which we can use to communicate with our own firefighters, neighboring fire departments, and our dispatch center. The second goal will be allowing us the ability to transmit over frequencies to talk to our law enforcement agencies within the county.

The current radios being used by our fire district are 19 years old, despite regular maintenance it is becoming impossible to keep them in service for our day to day uses. Radios are extremely important to us because on a fire scene a handheld radio is the best tool for communication with other firefighters. Effective communication is vital



Gila River Indian Community Grant Application

Grant Cycle 2020

for the operational safety of firefighters, there have been many tragedy fires over several decades that showed lack of communication was a contributing factor for firefighters being killed. This could come from firefighters not having radios or firefighters being unable to talk to other fire departments/ agencies. Our current radios age is also an important factor, the Federal Emergency Management Agency (FEMA) has stated they put a 7-14 year replacement date on radios. With a current age of 19 years old this far exceeds industry standards for replacement. Our radios are old enough that in addition to many not working none of them meet current requirements for handheld radios under the National Fire Protection Agency (NFPA) standard 1802. In addition to not meeting NFPA standards our radios also do not meet new Federal Radio equipment standard P-25. This project standard was developed by the Department of Homeland Security as well as the Federal Communication Commission and is a project to have all public safety agencies in the United States adopt P-25 compliant equipment.

The second goal of our grant is being able to communicate with different law enforcement agencies in our county. Currently all of our radios operate on an analog frequency this works fine when communicating with our dispatch center and other fire departments in the county. However any time we run a call with law enforcement this creates a problem. All Law enforcement agencies in Cochise County operate on a digital system instead of analog, this makes it impossible for us as firefighters to communicate with them. A case in point is on February 8th 2020 our department responded to a mass casualty vehicle incident with Border Patrol. Border Patrol units were already on scene yet we were unable to talk to anyone until we were physically standing in front of them. This breakdown in communications prevented us as firefighters from being able to request additional ambulances in an appropriate time as well as having an understanding of how many total patients we had. If we had had the appropriate radios we would have been able to speak to law enforcement thus improving the outcome and response. If we are able to receive the needed funds from the Gila River Indian Community it will greatly increase our fire districts communication capabilities along with allow us the ability to communicate with our law enforcement agencies.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

This proposal satisfies the public safety funding priority for the Gila River Indian Community. With these radios we will be able to maintain the high standard of service our fire district strives for along with provide for the safety of the public. All Fire And Emergency Medical Service organizations rely on radios to communicate with dispatch centers or other firefighters/ ems providers. We can then use these radios to inform dispatch when we have arrived on scene on a potential heart attack victim or we can use them to alert dispatch that we will need an air



Gila River Indian Community Grant Application Grant Cycle 2020

evac helicopter to transport a patient. Without effective radios the chain of communication is broken and the public are ultimately the ones who suffer.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

Our need is to have new and up to date radios with which to communicate with. Our current problem is that many of our radios are either broke or reaching the point where despite routine maintenance we will not be able to keep them operable. Currently our fire district serves about 7000 residents. However due to mutual aid agreements in place we will frequently assist neighboring agencies in Cochise County thus these radios would have county wide implications.

6. Define the project as a new or continuing program. Has GRIC previously funded this project?

This will be a new program only in the sense that it will replace old radios with new radios. It will be a continuation of the high standard of service our fire district strives to deliver day in and day out despite aged equipment.

7. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

Upon being awarded funds we expect the funds would be deposited into our MNO account via the Cochise County Treasury office within 4 months. This long of a delay is due to past experiences and grant aid pass through agreements between our fire district and the county. After funds are deposited into our account equipment will be purchased within 2 months. Equipment will then be received within one month of purchase. After the equipment is received the radios will be programmed and in service within two weeks. Total amount of time from grant award to radios and repeaters in service is expected to be at or under seven and a half months.

8. Identify other organizations, partners or funders participating in the project and their roles.

Currently there are no other organizations involved in this grant project, there are however multiple organizations that have written letters of support for our goal of obtaining new radios for our fire district.

9. Would you be able to implement the proposed plan if your organization received partial funding for this project?



Gila River Indian Community Grant Application Grant Cycle 2020

Yes, if we receive only partial funding we will be able to implement this project, however; this would mean cutting down on how many radios we could afford. The radios we are attempting to purchase require new repeaters, thus if partial funding is received the repeaters would have to be purchased and we would purchase as many handheld radios as possible.

10. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

We already have the funds available within our budget to maintain the radios for their expected service life. It is our hope that in the future our fire district will possess the necessary funds to purchase new radios rather than seeking grant funds when the time to replace them comes. Thankfully if we were to receive this radio grant that would not be until at least ten years into the future.

11. Describe your plan to document progress and results.

All equipment received would be inventoried and then placed in service. Maintenance of the radios would be tracked using tracking software. The results would be evident in the incidents our fire district responds to and the ability to communicate with our own forces, adjoining forces, law enforcement, and our dispatch effectively. This culture of proper and effective communication improves safety for all public safety members as well as achieving the goal of excellent care and response for the public.

12. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.

2019 - Ak-Chin: Three new cardiac monitors, awarded

2019 - Ft. McDowell: Vehicle Extrication equipment, not awarded

2019 - Pascua Yaqui Tribe: Firefighter Turnout Extractor, not awarded

2019 - Tohono O'odham: New ambulance chassis and remount of current ambulance box, not awarded

2018 - Pascua Yaqui Tribe: Fire Hose, not awarded

2018 - Ft. McDowell Yavapai Nation: Firefighting equipment, Not awarded

2018 - Ak-Chin: Fire Respiratory equipment, Not awarded

2018 - Tohono O'odham: Hazardous Material metering equipment, Not awarded



Gila River Indian Community Grant Application Grant Cycle 2020

2017 - Tohono O'odham: Dodge 5500 Chassis, Not awarded

2016 - Tohono O'odham: Lifepak Cardiac Monitor, Not awarded

2015 - Tohono O'odham: Lifepak Cardiac Monitor, Not awarded



Gila River Indian Community Grant Application Grant Cycle 2020

Project Budget

Budget Period: 1 year or until equipment is procured and placed into service. This is expected to be in 2020 depending on award date.

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other sources	In Kind contributions	Total Budget
1. Motorola APX4000 VHF portable radio (12)	\$11,700	\$0	\$0	\$11,700
2. Remote Speaker Microphone (12)	\$1,260	\$0	\$0	\$1,260
3. Impress Liion Battery, spare (12)	\$1,746	\$0	\$0	\$1,746
4. Desktop multi-unit- charger station (2)	\$1,250	\$0	\$0	\$1,250
5. Motorola APX 7000 sereis (3)	\$17,385	\$0	\$0	\$17,385
6. Impress Liion battery, spare (3)	\$595	\$0	\$0	\$595
7. Remote Speaker Microphone (3)	\$317.85	\$0	\$0	\$317.85
8. Charging unit, single (3)	\$527.85	\$0	\$0	\$527.85
9. Motorola Digital Repeater station (2)	\$9,900	\$0	\$0	\$9,900
10. Click here to enter text.	\$0	\$0	\$0	\$0
11. Click here to enter text.	\$0	\$0	\$0	\$0
12. Click here to enter text.	\$0	\$0	\$0	\$0
13. Click here to enter text.	\$0	\$0	\$0	\$0
14. Click here to enter text.	\$0	\$0	\$0	\$0
15. Click here to enter text.	\$0	\$0	\$0	\$0
Total Budget	\$0	\$0	\$0	\$44,682.20



Gila River Indian Community Grant Application Grant Cycle 2020

Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. These are twelve of the fifteen radios we are attempting to buy. Each of these radios costs \$975.00. They communicate on our existing VHF analog frequencies and will allow us to have better communication with all fire and EMS agencies in our county.
2. This is an accessory item to each radio, the remote speaker microphone makes communicating on scenes easier, it also eliminates the need to pull the radio out of a firefighter coat in order to communicate. This can be very difficult to do with a gloved firefighter hand and in hazardous fire conditions such as smoke and high heat.
3. Battery pack for Motorola APX 4000 series radio. This is the rechargeable battery for each of the twelve handhelds quoted above.
4. Desktop multi unit charger- this is two separate units capable of charging six radios each.
5. Motorola APX 7000 portable radio, These three radios will allow our fire district the ability to talk to law enforcement agencies thus fulfilling the second goal of our grant. This will allow for our chief to have one, along with each of our two captains. Since we do not work with law enforcement on every incident the decision was made to only purchase three radios with these capabilities thus dramatically reducing the overall cost of the grant. This includes the cost of the radio, belt clip, battery, and antenna.
6. Three Spare Batteries for the Motorola APX 7000. These will be spare rechargeable batteries in the event a battery dies or loses its ability to hold a charge.
7. Remote microphone speaker for Motorola APX 7000. As with the portable microphone for the radio above these microphones will have the same uses.
8. Charger unit (Single). These are three individual chargers for each of the three Motorola APX 7000 series radios.
9. Motorola P25 compliant digital repeater station. These repeaters will allow our radios to have the ability to transmit on a digital frequency thus bridging the gap between our fire district and law enforcement. The United States government has made a requirement that all public safety must operate on a digital frequency, thus with these repeaters we will be able to maintain compliance with the Federal Communication Commission and Department of Homeland Security.



Gila River Indian Community Grant Application Grant Cycle 2020

10. Click here to enter text.

11. Click here to enter text.

12. Click here to enter text.

13. Click here to enter text.

14. Click here to enter text.

15. Click here to enter text.

Other explanation: The First quote attached matches our budget above as well as the total project cost. However we also have a second more expensive quote attached, we opted for the cheaper quote and price due to the high costs associated with this grant. Our fire district understands that many organizations need financial help and we are being as reasonable as we can in our pricing so that more money can go around to assist other organizations. The decision on how much to award for either the first or second quote will be left to the Gila River Indian Community.

Regular Board of Supervisors Meeting**County Attorney****Meeting Date:** 03/10/2020

Approve the Proposed Settlement of the Tax Appeal CenturyLink Corp. v. AZ Dept. of Revenue

Submitted By: Susana Stark, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Christine J. Roberts **TITLE of PRESENTER:** Civil Deputy County Attorney**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the proposed settlement of the Tax Appeal in CenturyLink Corporation v. Arizona Department of Revenue, et al., TX2019-001726, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Plaintiff CenturyLink Corporation filed a civil action in Arizona Tax Court, challenging the full cash value for centrally assessed property (communication transmission facilities), Tax Number 56-729 ("subject property"), located in Cochise County, which was valued by the Arizona Department of Revenue ("ADOR") for tax year 2020. Plaintiff argued that ADOR's valuation was excessive because it exceeded the market value and failed to recognize sufficient obsolescence.

As authorized by the Board of Supervisors on December 3, 2019, the Arizona Attorney General's Office ("AG") is representing Cochise County in this matter and has provided a proposed settlement for the Board's consideration and approval. ADOR originally valued the subject property at a total full cash value of \$974,699,000 for tax year 2020. Cochise County's portion of that value was \$19,606,189.

After a series of negotiations with Plaintiff, the AG was able to settle the matter for a full cash value of \$900,000,000, of which Cochise County's portion of that value is \$18,058,276. The AG is looking for approval to settle. The County Attorney's Office has discussed the settlement with Cochise County Assessor, Phil S. Leiendecker and he agrees with the proposed settlement.

On February 25, 2020, the County Attorney's Office discussed the litigation and proposed settlement with the Board in a Special Meeting/Executive Session, where the Board gave approval for the settlement. The Board will now formally approved the settlement at its next Regular Meeting.

Department's Next Steps (if approved):

Upon approval by the Board, the County Attorney's Office will contact the AG and authorize settlement. The AG will prepare and finalize the settlement documents.

Impact of NOT Approving/Alternatives:

Additional litigation for the County over the full cash value of property that the County did not value, with the risk that the Court may: (1) rule in the taxpayers' favor; (2) order a larger reduction in the assessed value of the subject property; and (3) order the County to pay the Plaintiffs' fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Complaint

COPY

NOV 7 2019



CLERK OF THE SUPERIOR COURT
K. MELZER
DEPUTY CLERK

MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

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Attorneys for Plaintiff

RECEIVED
Civil Division

NOV 20 2019

COCHISE COUNTY
ATTORNEY'S OFFICE

SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

CENTURYLINK CORPORATION, a
Delaware corporation,

Plaintiff,

vs.

ARIZONA DEPARTMENT OF
REVENUE, an agency of the State of
Arizona; and the COUNTIES of: Apache,
Cochise, Coconino, Gila, Graham,
Greenlee, La Paz, Maricopa, Mohave,
Navajo, Pima, Pinal, Santa Cruz, Yavapai
and Yuma, each of which is a political
subdivision of the State of Arizona,

Defendants.

No. TX TX2019-001726

COMPLAINT AND NOTICE OF
APPEAL OF PROPERTY TAX
VALUATION

Title 42 – Property Tax

(Assigned to: Hon. Christopher Whitten)

Pursuant to A.R.S. §§ 42-16204, and 42-16207, *et seq.*, plaintiff, CenturyLink Corporation, a Delaware corporation (“CenturyLink”), appeals to the Arizona Tax Court the valuation of its property for tax year 2020, as determined by the Arizona Department of Revenue (“ADOR”). In support of this Complaint and Notice of Appeal, CenturyLink alleges as follows:

I.

At all times material to this action, CenturyLink was doing business in the State of Arizona as a “telecommunications company,” as defined by A.R.S. §42-14401, and

1 it was the owner of legal and/or equitable title to “communications transmission
2 facilities” that were used to “provide public telephone or telecommunications exchange
3 or inter-exchange access for compensation to effect two-way communications to, from,
4 through or within” the State of Arizona, and which ADOR identifies by taxpayer
5 identification number 56-729 (hereinafter, “the Subject Property”).

6
7 II.

8 ADOR is an agency of the State of Arizona, created and organized pursuant to
9 A.R.S. §§42-1001, *et seq.* It is charged with the duty of determining annually the “full
10 cash value” of the Subject Property, pursuant to a statutory formula set forth in A.R.S.
11 §42-14403. Pursuant to A.R.S. §42-11001(6), the full cash value of the Subject
12 Property established under a statutory formula cannot exceed its “market value.”

13
14 III.

15 The Counties of: Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz,
16 Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai and Yuma (“the
17 Counties”) are political subdivisions of the State of Arizona. The Counties have
18 statutory authority to assess, levy and collect property taxes from CenturyLink for
19 themselves and for each taxing district appearing on their tax rolls, based solely on the
20 full cash value determined by ADOR, as apportioned to each county. The Counties and
21 ADOR are named as defendants in this action pursuant to A.R.S. §42-16208.

22
23 IV.

24 ADOR determined the tax year 2020 full cash value of the Subject Property to be
25 \$974,699,000, as of January 1, 2019. Upon information and belief, the tax year 2020
26 full cash value of the Subject Property, as determined by ADOR, is excessive because:
(a) It exceeds “market value” in violation of A.R.S. §42-11001(6); and/or (b) it fails to
recognize sufficient obsolescence, as required by A.R.S. §42-14403(A) (C)(2).

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V.

For tax year 2020, the Counties have and/or will assess, levy and seek to collect property taxes from CenturyLink for themselves and for each taxing district appearing upon their respective tax rolls, based on the full cash value determined by ADOR, as apportioned to each taxing district pursuant to A.R.S. §42-14404.

VI.

Pursuant to A.R.S. §42-13301, a reduction in the full cash value of the Subject Property for tax year 2020 will require a reduction in the limited property value.

VII.

Upon information and belief, the property taxes that will be assessed against the Subject Property by the Counties for tax year 2020 will be based upon excessive full cash and limited property values. As a result of these overvaluations, CenturyLink will have to pay more taxes than could legally be collected if the Subject Property had been valued properly. Therefore, pursuant to A.R.S. §§42-16213 and 42-16214, CenturyLink is entitled to have the tax roll for the 2020 tax year corrected to reflect the correct full cash and limited property values for the Subject Property, and to receive a refund of taxes levied, assessed and paid based on the excessive tax year 2020 values.

WHEREFORE, CenturyLink requests that this Court:

1. Determine and fix the full cash value and limited property values of the Subject Property for tax year 2020;

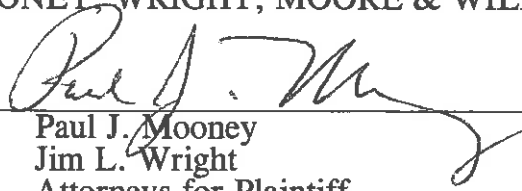
2. Render judgment that CenturyLink have and recover from the Defendant Counties a refund in the amount of any excess taxes it has paid based on the tax year 2020 full cash and limited property values determined by this Court, together with interest thereon at the legal rate from the date(s) of payment by CenturyLink, until refunded by the Counties;

- 1 3. Award CenturyLink its attorneys' fees and expert witness expenses
2 incurred herein, pursuant to A.R.S. §12-348(B), together with its taxable costs; and
3
4 4. Grant such further relief as the Court deems proper.

5 DATED this 7th day of November, 2019.

6 MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

7 By:

8 
Paul J. Mooney
Jim L. Wright
Attorneys for Plaintiff
9

County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 03/10/2020

Approve the Proposed Settlement of the Tax Appeal in De Lage Landen Financial Services v. Cochise County

Submitted By: Susana Stark, County Attorney

Department: County Attorney

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

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

NAME of PRESENTER: Christine J. Roberts **TITLE of PRESENTER:** Civil Deputy County Attorney

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in De Lage Landen Financial Services, Inc. v. Cochise County, TX2019-000694, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in the full cash value on personal property account numbers P180000142 (B18-0000142) and P180000143 (B18-0000143) for tax year 2019 (solar energy equipment). In light of the statutory changes to A.R.S. § 42-11054, and after reviewing the new depreciation tables along with the taxpayer's documentation, the Assessor agrees that both personal property accounts' full cash value for tax year 2019 should be lowered. The Assessor's recommended settlement offer is as follows:

- On personal property account number P180000142 (B18-0000142) for tax year 2019, a reduction in full cash value from \$662,002 to \$19,282.
- On personal property account number P180000143 (B18-0000143) for tax year 2019, a reduction in full cash value from \$421,151 to \$30,276.

Assessor shall recalculate the 2019 taxes on the subject personal property accounts based upon full cash value as stated above. Each party would bear their own attorneys' fees and costs. The taxpayer has accepted the settlement offer.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Stipulated Judgement

Douglas S. John (#021150)
FRAZER, RYAN, GOLDBERG & ARNOLD, L.L.P.
1850 North Central Avenue, Suite 1600
Phoenix, AZ 85004
(602) 277-2010
Email: djohn@frgalaw.com

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN THE ARIZONA TAX COURT

DE LAGE LANDEN FINANCIAL
SERVICES, INC. a foreign corporation,
Plaintiff,

v.

COCHISE COUNTY, a political subdivision
of the State of Arizona,
Defendant.

Case No.: TX2019-000694

STIPULATED JUDGMENT

(Title 42)

(Assigned to the Honorable Danielle
Viola)

The parties have settled this appeal and stipulated to the entry of Judgment as set forth herein. Accordingly,

IT IS ORDERED, ADJUDGED AND DECREED,

1. That the property that is the subject of this action is that property identified by the Cochise County business personal property account numbers B18-0000142 and B18-0000143 for the 2019 tax year (the "Subject Property").

2. That the full cash value of the Subject Property shall be changed from \$1,083,152 to \$49,558 for the 2019 tax year, broken down by property account number as follows:

- For B18-0000142, the full cash value shall be reduced to \$19,282 for tax year 2019; and
- For B18-0000143, the full cash value shall be reduced to \$30,276 for tax

1 year 2019.

2 3. That, pursuant to A.R.S. § 42-16215, Defendant shall correct the property
3 tax roll for tax year 2019 for the Subject Property to reflect the terms of this Judgment.
4 Plaintiff is responsible for timely payment of taxes for the subject tax year.

5 5. That the 2020 personal property taxes shall be determined based upon the
6 full cash value pursuant to A.R.S. § 42-13304(2).

7 6. The reduction in the tax year 2019 full cash value shall not be the Subject
8 Property's full cash value for the 2020 tax year.

9 7. That, as a result of the reduction in full cash and limited property values of
10 the Subject Property, for the 2019 tax year, Defendant Cochise County shall pay to
11 Plaintiff's attorney's trust account for the 2019 tax refund, if any, an amount equal to any
12 such excess taxes levied, assessed, and paid on the Subject Property, plus interest at the
13 legal rate pursuant to A.R.S. § 42-16214(A)(3), payable from the date(s) of overpayment
14 until the Judgment is paid in full.

15 8. That the above amounts shall be calculated by the Cochise County
16 Treasurer and shall be paid by Cochise County.

17 9. That the parties shall each bear their own costs, expert witness expenses,
18 and attorneys' fees.

19 10. That the valuation above is the product of settlement and shall not be used
20 for any other purpose except as determination of value for the tax year indicated above.

21 11. That no further matters remain pending. This Judgment is entered pursuant
22 to Rule 54(c), Arizona Rules of Civil Procedure.

23 DONE IN OPEN COURT on _____, 2020.

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Honorable Danielle Viola
Judge of the Arizona Tax Court

**APPROVED AS TO FORM
AND SUBSTANCE:**

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FRAZER RYAN GOLDBERG & ARNOLD, LLP

Douglas S. John
Attorneys for Plaintiff

COCHISE COUNTY ATTORNEY

Christine J. Roberts, Civil Deputy
Attorneys for Defendant Cochise County

Regular Board of Supervisors Meeting

Meeting Date: 03/10/2020

Demands

Submitted By: Amy Langer, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Demands

Demands [3/5/2020](#)
Date Range [02/21/20-03/05/20](#)
Warrant Range [38834-39132](#)

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38834	02/27/2020	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	10,000.00
38835	02/27/2020	American Refrigeration Supplies, Inc.	2100 - Facilities Management	100 General Fund	277.30
38836	02/27/2020	(ACTRA) Arizona Cyber Threat Response Alliance, Inc.	1800 - IT/Communications	100 General Fund	2,500.00
38837	02/27/2020	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	49.84
38837	02/27/2020	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	430.53
38838	02/27/2020	Arizona Machinery Company, LLC dba Stotz Equipment	1710 - Heavy Fleet Management	600 Heavy Fleet Management	460.46
38839	02/27/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	2,906.61
38839	02/27/2020	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	1,979.11
38840	02/27/2020	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	3,967.68
38841	02/27/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	255.97
38842	02/27/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	12,848.00
38843	02/27/2020	Aztec Welding Supply Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	92.95
38844	02/27/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	5.92
38845	02/27/2020	Bank of America Merchant Services, LLC	0700 - Clerk of the Superior Court	100 General Fund	56.08
38846	02/27/2020	Becker, Judith V. PH.D.	1310 - Legal Advocate	100 General Fund	2,750.00
38847	02/27/2020	Benson, City of	4010 - Highway Dept Administration	251 Highway Fund	400.00
38848	02/27/2020	BI Incorporated	1200 - Juvenile Court Services	555 Juvenile Treatment Svcs	724.35
38849	02/27/2020	Cable One dba Sparklight	2100 - Facilities Management	100 General Fund	93.98
38850	02/27/2020	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	71.08
38850	02/27/2020	CenturyLink Communications	0700 - Clerk of the Superior Court	100 General Fund	32.99
38850	02/27/2020	CenturyLink Communications	0910 - Justice Court 1	100 General Fund	48.28
38850	02/27/2020	CenturyLink Communications	0920 - Justice Court 2	100 General Fund	69.26
38850	02/27/2020	CenturyLink Communications	1200 - Juvenile Court Services	100 General Fund	34.50
38850	02/27/2020	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	606.60
38850	02/27/2020	CenturyLink Communications	2100 - Facilities Management	105 Bisbee/Douglas Airport	182.20
38850	02/27/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	524.86
38850	02/27/2020	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	34.15
38850	02/27/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	474.20
38850	02/27/2020	CenturyLink Communications	9000 - School Superintendent	100 General Fund	35.54
38851	02/27/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	278.75
38852	02/27/2020	City of Sierra Vista	1400 - General Government	100 General Fund	262,270.00
38853	02/27/2020	CITY OF WILLCOX	0100 - Board of Supervisors	100 General Fund	4,000.00
38854	02/27/2020	Clappin, William P	0100 - Board of Supervisors	100 General Fund	200.00
38855	02/27/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	1,028.93
38856	02/27/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	38,198.00
38857	02/27/2020	Cochise Supplies, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	140.57
38858	02/27/2020	Concentra Medical Centers	1100 - Adult Probation	147 Adult Probation Svcs Fee	97.00
38858	02/27/2020	Concentra Medical Centers	3000 - Sheriff	100 General Fund	429.00
38859	02/27/2020	Coverttrack Group Inc.	3000 - Sheriff	202 HIDTA	1,944.90
38860	02/27/2020	Culligan of Tucson	0700 - Clerk of the Superior Court	100 General Fund	173.10
38861	02/27/2020	DeSplinter, Ward	1710 - Heavy Fleet Management	600 Heavy Fleet Management	100.00
38862	02/27/2020	Diamond Star Polygraph Services	3000 - Sheriff	100 General Fund	350.00
38863	02/27/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	2,524.37
38864	02/27/2020	Ferguson Enterprises, Inc.	2100 - Facilities Management	100 General Fund	655.56
38865	02/27/2020	GM Propane	7000 - Solid Waste	505 Solid Waste	911.79
38866	02/27/2020	Gray, Brian	0100 - Board of Supervisors	100 General Fund	100.00
38867	02/27/2020	High Desert Clinic Urgent & Occupational Care, LLC	0100 - Board of Supervisors	100 General Fund	30.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38867	02/27/2020	High Desert Clinic Urgent & Occupational Care, LLC	0100 - Board of Supervisors	505 Solid Waste	80.00
38868	02/27/2020	Interstate Battery	1710 - Heavy Fleet Management	600 Heavy Fleet Management	284.23
38869	02/27/2020	Interwest Safety Supply, LLC	4010 - Highway Dept Administration	251 Highway Fund	22,522.34
38870	02/27/2020	J & Triple T Property	1900 - Development Services	100 General Fund	8.00
38871	02/27/2020	Joel E. Parker, MD dba Biltmore Psychiatric Group	3000 - Sheriff	100 General Fund	3,010.00
38872	02/27/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	956.90
38873	02/27/2020	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	317.00
38874	02/27/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Management	458.69
38875	02/27/2020	Marvin, John R.	0100 - Board of Supervisors	100 General Fund	200.00
38876	02/27/2020	Mission Communications, LLC	2100 - Facilities Management	105 Bisbee/Douglas Airport	83.00
38877	02/27/2020	Morgan, J. Michael Ph. D.	1100 - Adult Probation	147 Adult Probation Svcs Fee	1,180.00
38878	02/27/2020	Northern Cochise Community Hospital, Inc.	0100 - Board of Supervisors	100 General Fund	95.00
38879	02/27/2020	Olivares, Veronica	1310 - Legal Advocate	100 General Fund	25.00
38880	02/27/2020	Pesina, Francisco	0940 - Justice Court 4	100 General Fund	100.00
38881	02/27/2020	Pitney Bowes, Inc.	2100 - Facilities Management	100 General Fund	2,455.08
38882	02/27/2020	PrevenTronics	0500 - Elections	321 HAVA Grant-Elections	1,192.51
38883	02/27/2020	Professional Records Management, Inc.	0700 - Clerk of the Superior Court	100 General Fund	1,155.62
38884	02/27/2020	ProForce Law Enforcement	3000 - Sheriff	211 Private Donor	2,099.08
38885	02/27/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	170.01
38886	02/27/2020	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	5,959.74
38887	02/27/2020	Relda LLC dba Dermatec	3000 - Sheriff	100 General Fund	961.99
38888	02/27/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	10,935.99
38888	02/27/2020	RWC Group	1760 - Fleet - Capital	109 Fleet Management	223,115.38
38889	02/27/2020	SBF, LLC	3000 - Sheriff	100 General Fund	1,432.80
38890	02/27/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	11,965.48
38891	02/27/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	911.29
38892	02/27/2020	Southern Arizona Children's Advocacy Center-SACAC	0600 - County Attorney	100 General Fund	400.00
38893	02/27/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	555.55
38894	02/27/2020	Southwest Hazard Control Incorporated	2100 - Facilities Management	400 County Capital Projects	8,674.91
38895	02/27/2020	Stachel, Robert D Jr	0100 - Board of Supervisors	100 General Fund	585.62
38896	02/27/2020	Stamback Septic Service	2100 - Facilities Management	105 Bisbee/Douglas Airport	302.39
38896	02/27/2020	Stamback Septic Service	7000 - Solid Waste	505 Solid Waste	611.50
38897	02/27/2020	Stericycle Inc.	3000 - Sheriff	100 General Fund	1,344.14
38898	02/27/2020	Aubrey Stram	0910 - Justice Court 1	100 General Fund	50.00
38899	02/27/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	3,798.75
38899	02/27/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	709.10
38899	02/27/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,228.94
38900	02/27/2020	Technical Resource Management, Inc.	1100 - Adult Probation	149 Adult Prob.Comm.Punishmn	1,997.45
38901	02/27/2020	The Bisbee Observer LLC	0100 - Board of Supervisors	100 General Fund	13.73
38902	02/27/2020	The Master's Touch, LLC	0300 - Assessor	100 General Fund	490.88
38903	02/27/2020	dbaOschmann Employee Screening Services The Oschmann Org	1100 - Adult Probation	147 Adult Probation Svcs Fee	105.00
38904	02/27/2020	The Survey Shop	4010 - Highway Dept Administration	251 Highway Fund	224.80
38905	02/27/2020	Titan Machinery Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Management	966.78
38906	02/27/2020	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	191.49
38907	02/27/2020	Verizon Property Tax Department	1600 - Finance	100 General Fund	279.96
38908	02/27/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	3,194.51
38909	02/27/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	1,861.83
38909	02/27/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	764.34
38910	02/27/2020	West Press	2200 - Human Resources	100 General Fund	180.99
38911	02/27/2020	Wisehart, Dale	4010 - Highway Dept Administration	251 Highway Fund	100.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38912	02/27/2020	Zumar Industries, Inc.	4010 - Highway Dept Administration	251 Highway Fund	19,656.28
38913	02/27/2020	Staples Contract & Commerical, Inc.	0950 - Justice Court 5	315 JP 5 Enhancement Fund	4,499.70
38914	02/27/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,365.00
38915	02/27/2020	REUBEN DANNILO CELESTINO	0810 - Court Administration	100 General Fund	46.57
38916	02/27/2020	Ramon Guerrero	0920 - Justice Court 2	100 General Fund	200.00
38917	02/27/2020	Jones, Lonnie	0930 - Justice Court 3	100 General Fund	1,231.83
38918	02/27/2020	TIMOTHY RAY KILPATRICK	0930 - Justice Court 3	100 General Fund	1,500.00
38919	02/27/2020	Maricopa County Superior Court	0920 - Justice Court 2	100 General Fund	250.00
38920	02/27/2020	Claudia Susana Rivera	0920 - Justice Court 2	100 General Fund	25.00
38921	02/27/2020	SCOTTSDALE CITY COURT	0920 - Justice Court 2	100 General Fund	500.00
38922	02/27/2020	TSYS Merchant Services	0930 - Justice Court 3	100 General Fund	126.60
38923	02/27/2020	Walmart	0920 - Justice Court 2	100 General Fund	0.28
38924	03/05/2020	AFLAC	1600 - Finance	501 Cochise Combined Trust	7,877.94
38925	03/05/2020	Arizona Department of Administration-Risk Managemt	1600 - Finance	110 Payroll Clearing Fund	5,368.36
38926	03/05/2020	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	4,361.14
38927	03/05/2020	A Check America	2200 - Human Resources	100 General Fund	452.05
38928	03/05/2020	A&R Fire Protection LLC	2100 - Facilities Management	100 General Fund	5,000.00
38929	03/05/2020	A+ Language Services	0100 - Board of Supervisors	100 General Fund	23.00
38930	03/05/2020	AB STAFFING SOLUTIONS, LLC	5000 - Health Dept	100 General Fund	3,850.00
38931	03/05/2020	Alex Espinosa's Bisbee Funeral Home	5000 - Health Dept	100 General Fund	350.00
38932	03/05/2020	Amazon.com LLC	8000 - County Library District	171 County Library	398.41
38932	03/05/2020	Amazon.com LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	700.66
38933	03/05/2020	Anderson, Steven James	0810 - Court Administration	549 Probate Fees	250.00
38934	03/05/2020	Arizona Counties Insurance Pool	2200 - Human Resources	100 General Fund	330.00
38935	03/05/2020	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Management	92.73
38935	03/05/2020	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	84.73
38935	03/05/2020	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	210.30
38935	03/05/2020	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	873.18
38936	03/05/2020	Arizona Department of Corrections ASPC-Tucson	7000 - Solid Waste	505 Solid Waste	67.50
38937	03/05/2020	Arizona Department of Environmental Quality	7000 - Solid Waste	505 Solid Waste	4,346.91
38938	03/05/2020	Arizona Department of Transportation	1750 - Fleet Management	109 Fleet Management	1,414.24
38939	03/05/2020	Arizona Emergency Products, Inc.	1750 - Fleet Management	109 Fleet Management	39,793.54
38940	03/05/2020	Arizona Hiking Shack Rescue (AHS)	5000 - Health Dept	218 Homeland Security Grants	18,801.28
38941	03/05/2020	Arizona Law Review	0810 - Court Administration	151 Law Library	45.00
38942	03/05/2020	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	298.88
38943	03/05/2020	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	1,082.78
38944	03/05/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	28,849.55
38944	03/05/2020	Arizona Public Service - APS	2100 - Facilities Management	105 Bisbee/Douglas Airport	12,637.16
38945	03/05/2020	Arizona State Prison Complex	4010 - Highway Dept Administration	251 Highway Fund	1,383.47
38946	03/05/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	1,380.37
38947	03/05/2020	Arvizu, Gerald	4010 - Highway Dept Administration	251 Highway Fund	65.00
38948	03/05/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	2,717.00
38949	03/05/2020	Azam, Syed T.	5000 - Health Dept	100 General Fund	750.00
38949	03/05/2020	Azam, Syed T.	5000 - Health Dept	234 TB Control	500.00
38950	03/05/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	19.86
38951	03/05/2020	Baker & Taylor, LLC	8000 - County Library District	172 State Grt in Aid 08-A-2	511.97
38952	03/05/2020	Bank of America	1600 - Finance	100 General Fund	112,189.46
38953	03/05/2020	Barnett's Towing LLC	1750 - Fleet Management	100 General Fund	281.25
38953	03/05/2020	Barnett's Towing LLC	3000 - Sheriff	100 General Fund	342.00
38954	03/05/2020	Beacon Secure	2200 - Human Resources	100 General Fund	80.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38954	03/05/2020	Beacon Secure	5000 - Health Dept	100 General Fund	375.00
38955	03/05/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	1,175.67
38955	03/05/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	216 SEACOM Operations	102.06
38956	03/05/2020	Benjamin Supply Inc.	3000 - Sheriff	203 Jail Enhancement	279.63
38957	03/05/2020	Benson Unified School District	9000 - School Superintendent	283 ELL Title III Consortium	3,335.82
38958	03/05/2020	Benson, City of	7000 - Solid Waste	505 Solid Waste	125.80
38959	03/05/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	7,406.12
38960	03/05/2020	Bisbee Unified School District #2	9000 - School Superintendent	283 ELL Title III Consortium	5,428.60
38961	03/05/2020	Blackstone Audio, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	423.96
38962	03/05/2020	BLR (Business & Legal Resources)	0810 - Court Administration	100 General Fund	899.05
38963	03/05/2020	Blue 360 Media, LLC	0810 - Court Administration	151 Law Library	61.75
38964	03/05/2020	Bob Barker Company, Inc.	1220 - Juvenile Detention	100 General Fund	2,088.52
38965	03/05/2020	Borer, Thomas Edward	0100 - Board of Supervisors	100 General Fund	309.72
38966	03/05/2020	Borquez, Carlos	4010 - Highway Dept Administration	251 Highway Fund	100.00
38967	03/05/2020	Bowie Water Improvement District	2100 - Facilities Management	100 General Fund	90.96
38967	03/05/2020	Bowie Water Improvement District	4010 - Highway Dept Administration	251 Highway Fund	45.48
38968	03/05/2020	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	100 General Fund	1,264.00
38968	03/05/2020	Bug-Wiser Exterminating, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	90.00
38969	03/05/2020	Buonocore, Kathleen Marie	0810 - Court Administration	100 General Fund	136.88
38970	03/05/2020	Canyon Vista Medical Center	5000 - Health Dept	100 General Fund	2,700.00
38971	03/05/2020	Christopher Cazares	1300 - Public Defender	100 General Fund	75.00
38972	03/05/2020	Center for Disease Detection, LLC	5000 - Health Dept	100 General Fund	307.50
38972	03/05/2020	Center for Disease Detection, LLC	5000 - Health Dept	232 Family Planning	66.00
38972	03/05/2020	Center for Disease Detection, LLC	5000 - Health Dept	234 TB Control	5.00
38972	03/05/2020	Center for Disease Detection, LLC	5000 - Health Dept	237 Health S.T.D. Grant	871.00
38973	03/05/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	3,188.67
38973	03/05/2020	CenturyLink Communications	8000 - County Library District	171 County Library	1,467.15
38974	03/05/2020	CenturyLink Communications	0600 - County Attorney	100 General Fund	35.04
38974	03/05/2020	CenturyLink Communications	0600 - County Attorney	124 Attny Anti-Racketeering	43.54
38974	03/05/2020	CenturyLink Communications	1750 - Fleet Management	109 Fleet Management	42.58
38974	03/05/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	6,368.32
38974	03/05/2020	CenturyLink Communications	2100 - Facilities Management	100 General Fund	105.21
38974	03/05/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	104.57
38974	03/05/2020	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	69.44
38974	03/05/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	163.39
38975	03/05/2020	Cintas Corporation No. 445	4010 - Highway Dept Administration	251 Highway Fund	3,330.01
38975	03/05/2020	Cintas Corporation No. 445	7000 - Solid Waste	505 Solid Waste	283.15
38976	03/05/2020	Clear Springs Utility, Inc.	4010 - Highway Dept Administration	251 Highway Fund	172.83
38977	03/05/2020	Cochise County Clerk of Superior Court	0910 - Justice Court 1	100 General Fund	26.86
38978	03/05/2020	Cochise Family Advocacy Center	1600 - Finance	100 General Fund	2,000.00
38979	03/05/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	1,925.70
38980	03/05/2020	Cochise Painting LLC	2100 - Facilities Management	100 General Fund	700.00
38981	03/05/2020	Cochise Private Industry Council, Inc.	1600 - Finance	192 J.T.P.A.	176,597.00
38982	03/05/2020	Colvin, Brad	7000 - Solid Waste	505 Solid Waste	100.00
38983	03/05/2020	Community Bridges, Inc.	5000 - Health Dept	100 General Fund	11,550.00
38984	03/05/2020	Concentra Medical Centers	3000 - Sheriff	100 General Fund	214.50
38985	03/05/2020	Contract Pharmacy Services, Inc.	5000 - Health Dept	100 General Fund	8,027.44
38986	03/05/2020	Cooke, Stephen R.	0810 - Court Administration	168 Children's Issues Ed	180.00
38987	03/05/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	100 General Fund	24.50
38987	03/05/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	251 Highway Fund	250.50

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
38987	03/05/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	505 Solid Waste	65.00
38987	03/05/2020	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	12,004.46
38988	03/05/2020	County Supervisors Association	0100 - Board of Supervisors	100 General Fund	127.94
38989	03/05/2020	Courtesy Chevrolet / GMAC	1760 - Fleet - Capital	109 Fleet Management	68,100.91
38990	03/05/2020	COX Communication Arizona, LLC	1400 - General Government	216 SEACOM Operations	324.60
38991	03/05/2020	Crafco, Inc.	4010 - Highway Dept Administration	251 Highway Fund	10,194.17
38992	03/05/2020	Culligan of Tucson	0810 - Court Administration	100 General Fund	167.29
38992	03/05/2020	Culligan of Tucson	0810 - Court Administration	161 Local Court Assist Fund	45.11
38993	03/05/2020	CureMD.com, Inc.	5000 - Health Dept	100 General Fund	305.00
38994	03/05/2020	Deluxe Business Forms	0200 - Treasurer	100 General Fund	63.08
38995	03/05/2020	Demco Inc.	8000 - County Library District	171 County Library	108.32
38996	03/05/2020	Deneke, Buffy	0600 - County Attorney	100 General Fund	24.50
38996	03/05/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	165.40
38997	03/05/2020	Diamond Star Polygraph Services	3000 - Sheriff	100 General Fund	175.00
38998	03/05/2020	Douglas, City of	2100 - Facilities Management	100 General Fund	152.79
38998	03/05/2020	Douglas, City of	4010 - Highway Dept Administration	251 Highway Fund	198.67
38998	03/05/2020	Douglas, City of	7000 - Solid Waste	505 Solid Waste	24.17
38999	03/05/2020	Douglas, City of	3000 - Sheriff	100 General Fund	2,981.35
39000	03/05/2020	Elfrida Fire District & Ambulance	5000 - Health Dept	100 General Fund	225.00
39001	03/05/2020	Emily L. Danies Attorney at Law LLC	0100 - Board of Supervisors	100 General Fund	1,550.00
39002	03/05/2020	English, Ann S.	0100 - Board of Supervisors	100 General Fund	787.71
39003	03/05/2020	Ezzo Law	0100 - Board of Supervisors	100 General Fund	2,793.36
39004	03/05/2020	Federal Express Corporation	3000 - Sheriff	100 General Fund	57.79
39005	03/05/2020	Fort Huachuca Accommodation Schools	9000 - School Superintendent	283 ELL Title III Consortium	2,602.00
39006	03/05/2020	Fritz, Christinat	4010 - Highway Dept Administration	251 Highway Fund	65.00
39007	03/05/2020	GlaxoSmithKline LLC	5000 - Health Dept	100 General Fund	9,457.31
39007	03/05/2020	GlaxoSmithKline LLC	5000 - Health Dept	243 Immunization Program	2,372.40
39008	03/05/2020	Hill, Robert	4010 - Highway Dept Administration	251 Highway Fund	65.00
39009	03/05/2020	Honeman, Van G.	0600 - County Attorney	124 Attnry Anti-Racketeering	35.00
39009	03/05/2020	Honeman, Van G.	0810 - Court Administration	100 General Fund	45.50
39010	03/05/2020	Hubble, Anthony D	0810 - Court Administration	549 Probate Fees	250.00
39011	03/05/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	587.16
39012	03/05/2020	JE Fuller Hydrology & Geomorphology, Inc.	4110 - Engineering & Natural Resources	258 Recharge & Monitoring Proj	24,604.93
39012	03/05/2020	JE Fuller Hydrology & Geomorphology, Inc.	4110 - Engineering & Natural Resources	261 Flood Control Distric	21,549.19
39013	03/05/2020	KE&G Construction Inc.	4110 - Engineering & Natural Resources	267 Wine Country Development	90,480.47
39014	03/05/2020	KE&G Construction Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	2,969.25
39015	03/05/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	4,743.17
39016	03/05/2020	Kluegel, Spencer G.	0810 - Court Administration	100 General Fund	42.92
39017	03/05/2020	Law Office of Daniel DeRienzo PLLC	0100 - Board of Supervisors	100 General Fund	566.00
39018	03/05/2020	Law Office of Janelle A. McEachern	0100 - Board of Supervisors	100 General Fund	1,675.00
39019	03/05/2020	Law Office of Joan M Sacramento	0810 - Court Administration	549 Probate Fees	550.00
39020	03/05/2020	Law Office of Stephanie C. Stoltman	0100 - Board of Supervisors	100 General Fund	500.00
39021	03/05/2020	Lopshire, Robert	4010 - Highway Dept Administration	251 Highway Fund	100.00
39022	03/05/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	2,479.03
39023	03/05/2020	Marra, Lisa M	0500 - Elections	100 General Fund	298.82
39024	03/05/2020	MDIG of Arizona, LLC	5000 - Health Dept	100 General Fund	526.11
39025	03/05/2020	Merck Sharp & Dohme Corp.	5000 - Health Dept	100 General Fund	770.75
39026	03/05/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,335.91
39027	03/05/2020	Midwest Tape	8000 - County Library District	172 State Grt in Aid 08-A-2	22.49
39028	03/05/2020	Mindful Lactation	5000 - Health Dept	227 Breastfeeding Counseling Se	380.00

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39029	03/05/2020	MME Consulting Services LLC	1300 - Public Defender	104 Aid to Indigent Defense	247.50
39030	03/05/2020	Moreno, Maria	1900 - Development Services	100 General Fund	50.00
39031	03/05/2020	Mundt, Lester Eugene	0810 - Court Administration	100 General Fund	15.08
39032	03/05/2020	Northern Cochise Community Hospital, Inc.	0100 - Board of Supervisors	600 Heavy Fleet Management	128.00
39033	03/05/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	881.00
39034	03/05/2020	OverDrive, Inc.	8000 - County Library District	172 State Grt in Aid 08-A-2	258.97
39035	03/05/2020	Palominas Public School District #49	9000 - School Superintendent	283 ELL Title III Consortium	1,177.99
39036	03/05/2020	Parra, Steve	0910 - Justice Court 1	100 General Fund	100.00
39037	03/05/2020	PrevenTronics	1800 - IT/Communications	321 HAVA Grant-Elections	4,803.68
39038	03/05/2020	PrevenTronics	2100 - Facilities Management	100 General Fund	1,295.63
39039	03/05/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	111.84
39039	03/05/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	401.01
39040	03/05/2020	Pueblo del Sol Water Company	4010 - Highway Dept Administration	251 Highway Fund	29.02
39041	03/05/2020	Pueblo Mechanical & Controls, Inc.	2100 - Facilities Management	100 General Fund	1,485.75
39042	03/05/2020	R L Workman Construction	1900 - Development Services	100 General Fund	1,927.00
39043	03/05/2020	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	12,250.00
39044	03/05/2020	Richardsons Remembrance Center	5000 - Health Dept	100 General Fund	500.00
39045	03/05/2020	Roberts, Kevin	4010 - Highway Dept Administration	251 Highway Fund	100.00
39046	03/05/2020	Rojas, Adam	4010 - Highway Dept Administration	251 Highway Fund	100.00
39047	03/05/2020	Ron Turley Associates, Inc.	1750 - Fleet Management	109 Fleet Management	262.08
39048	03/05/2020	Rothrock Investigations, LLC	0100 - Board of Supervisors	100 General Fund	837.04
39049	03/05/2020	SafeandVaultstore.com LLC	0940 - Justice Court 4	314 JP 4 Enhancement Fund	1,558.27
39050	03/05/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	685.92
39050	03/05/2020	Safelite Autoglass Corp.	1750 - Fleet Management	251 Highway Fund	274.14
39051	03/05/2020	San Diego Police Equipment Co	3000 - Sheriff	100 General Fund	759.65
39052	03/05/2020	San Simon Unified Schools	9000 - School Superintendent	283 ELL Title III Consortium	807.83
39053	03/05/2020	Sanofi Pasteur	5000 - Health Dept	100 General Fund	54.69
39054	03/05/2020	Sarah Michele Martin	0100 - Board of Supervisors	100 General Fund	2,200.00
39055	03/05/2020	Schiff, Laurence	5000 - Health Dept	100 General Fund	2,800.00
39056	03/05/2020	Schlesinger, Aaron	0600 - County Attorney	100 General Fund	17.50
39056	03/05/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	2,855.20
39057	03/05/2020	Sedillos, Lorna Gries	5000 - Health Dept	245 Health Start	100.00
39058	03/05/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	10,553.66
39058	03/05/2020	Senergy Petroleum LLC	1720 - Heavy Fleet Capital	109 Fleet Management	1,179.04
39058	03/05/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	16,212.24
39058	03/05/2020	Senergy Petroleum LLC	1760 - Fleet - Capital	109 Fleet Management	3,496.35
39059	03/05/2020	Servicemaster Commercial Cleaning Services, LLC	2100 - Facilities Management	216 SEACOM Operations	1,845.00
39060	03/05/2020	Sheakley Pension Administration Inc.	2200 - Human Resources	501 Cochise Combined Trust	545.75
39061	03/05/2020	Virginia A Shreve	0810 - Court Administration	549 Probate Fees	250.00
39062	03/05/2020	Sloan R. King, PhD, LLC	0810 - Court Administration	100 General Fund	7,500.00
39063	03/05/2020	SoundOff Signal	1750 - Fleet Management	109 Fleet Management	185.93
39064	03/05/2020	Southern Arizona Law Enforcement Management-SALEM	3000 - Sheriff	100 General Fund	200.00
39065	03/05/2020	Southern Arizona Rad Associates LLC	5000 - Health Dept	234 TB Control	34.68
39066	03/05/2020	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	1,487.45
39067	03/05/2020	Sparkletts	0100 - Board of Supervisors	100 General Fund	78.31
39067	03/05/2020	Sparkletts	1800 - IT/Communications	100 General Fund	144.65
39067	03/05/2020	Sparkletts	8000 - County Library District	171 County Library	29.77
39067	03/05/2020	Sparkletts	9000 - School Superintendent	278 Small Schools	28.67
39068	03/05/2020	Sparkman Enterprises LLC dba Sparkman Home Service	2100 - Facilities Management	400 County Capital Projects	33,912.15
39069	03/05/2020	Stan Greer Millworks	2100 - Facilities Management	400 County Capital Projects	228.12

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39070	03/05/2020	Stericycle Inc.	1220 - Juvenile Detention	100 General Fund	262.05
39070	03/05/2020	Stericycle Inc.	5000 - Health Dept	100 General Fund	2,798.71
39071	03/05/2020	Streitfeld, Stephen V. MD PC	3000 - Sheriff	100 General Fund	175.00
39072	03/05/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1800 - IT/Communications	100 General Fund	607.41
39072	03/05/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	541.03
39072	03/05/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	362.67
39072	03/05/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	169.57
39073	03/05/2020	Sune D14 Misc-A Holdings, LLC	2100 - Facilities Management	100 General Fund	7,171.82
39074	03/05/2020	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	183.52
39074	03/05/2020	The Bisbee Observer LLC	2200 - Human Resources	100 General Fund	235.37
39075	03/05/2020	Total Equipment Service and Engineering LLC	3000 - Sheriff	100 General Fund	145.00
39076	03/05/2020	Trinity Services Group, Inc.	1220 - Juvenile Detention	100 General Fund	3,713.12
39076	03/05/2020	Trinity Services Group, Inc.	3000 - Sheriff	100 General Fund	34,578.25
39077	03/05/2020	Truly Nolen of America, Inc.	2100 - Facilities Management	100 General Fund	250.00
39078	03/05/2020	UniFirst Corporation	2100 - Facilities Management	100 General Fund	196.70
39079	03/05/2020	United Fire Equipment Company	1750 - Fleet Management	109 Fleet Management	660.93
39080	03/05/2020	United States Department of the Interior	4110 - Engineering & Natural Resources	261 Flood Control Distric	19,306.25
39081	03/05/2020	Valley Telephone Cooperative, Inc.	0960 - Justice Court 6	100 General Fund	279.69
39081	03/05/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	36.19
39081	03/05/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	547.24
39082	03/05/2020	VCA Apache Animal Hospital	3000 - Sheriff	205 Sheriff Law Enforcement (RI	776.99
39083	03/05/2020	Verizon Wireless	3000 - Sheriff	100 General Fund	5,088.96
39084	03/05/2020	Voyager Fleet System, Inc.	1750 - Fleet Management	109 Fleet Management	7,537.60
39085	03/05/2020	Vulcan Materials	4010 - Highway Dept Administration	251 Highway Fund	2,194.47
39086	03/05/2020	W W Grainger Inc	2100 - Facilities Management	100 General Fund	3,583.42
39087	03/05/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	4,737.18
39088	03/05/2020	Waste Management of Arizona, Inc.	2100 - Facilities Management	100 General Fund	183.70
39089	03/05/2020	Waste Management of Arizona, Inc.	4010 - Highway Dept Administration	251 Highway Fund	608.99
39090	03/05/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	1,499.81
39091	03/05/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	939.30
39092	03/05/2020	Wells, Doris K.	1800 - IT/Communications	100 General Fund	805.00
39093	03/05/2020	West Press	1900 - Development Services	100 General Fund	486.65
39094	03/05/2020	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	1,211.00
39095	03/05/2020	Whetstone Water Improvement District	4010 - Highway Dept Administration	251 Highway Fund	32.56
39096	03/05/2020	Wick Communications	1900 - Development Services	100 General Fund	53.96
39096	03/05/2020	Wick Communications	2200 - Human Resources	100 General Fund	1,065.68
39097	03/05/2020	Willcox, City of	2100 - Facilities Management	100 General Fund	2,029.95
39097	03/05/2020	Willcox, City of	4010 - Highway Dept Administration	251 Highway Fund	359.24
39097	03/05/2020	Willcox, City of	7000 - Solid Waste	505 Solid Waste	143.03
39098	03/05/2020	Willcox, City of	4010 - Highway Dept Administration	251 Highway Fund	420.94
39099	03/05/2020	WIST Office Products Co	0600 - County Attorney	100 General Fund	339.85
39100	03/05/2020	Arizona Counties Insurance Pool	0600 - County Attorney	100 General Fund	660.00
39101	03/05/2020	Arizona Department of Public Safety	5000 - Health Dept	242 Teen Pregnancy Prevention	67.00
39102	03/05/2020	Arizona Secretary of State	0200 - Treasurer	100 General Fund	43.00
39103	03/05/2020	Arizona Secretary of State	0200 - Treasurer	100 General Fund	43.00
39104	03/05/2020	Cochise County Finance Revolving Fund	1600 - Finance	100 General Fund	20.90
39105	03/05/2020	Cochise County Finance Revolving Fund	1600 - Finance	251 Highway Fund	20.00
39106	03/05/2020	Cochise County Sheriff's Department	3000 - Sheriff	100 General Fund	525.00
39107	03/05/2020	Delk, Kenneth J.	1600 - Finance	100 General Fund	124.10
39108	03/05/2020	Gjerde, John	3000 - Sheriff	100 General Fund	700.00

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39109	03/05/2020	Hearing Center of Sierra Vista, LLC	5000 - Health Dept	100 General Fund	39.01
39110	03/05/2020	Hopper Jr., Albert N	2100 - Facilities Management	400 County Capital Projects	765.00
39111	03/05/2020	(NACCHO) National Association of County & City Health Off.	5000 - Health Dept	100 General Fund	1,170.00
39111	03/05/2020	(NACCHO) National Association of County & City Health Off.	5000 - Health Dept	222 Public Health Emerg Prepare	1,855.00
39112	03/05/2020	Serrano, Shawneen	1600 - Finance	100 General Fund	180.88
39113	03/05/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,172.50
39114	03/05/2020	Watkins, Krist-Anah	2200 - Human Resources	100 General Fund	941.36
39115	03/05/2020	Wyoming Supreme Court	0600 - County Attorney	124 Attny Anti-Racketeering	5.00
39116	03/05/2020	Erica Acosta	0920 - Justice Court 2	100 General Fund	25.00
39117	03/05/2020	Alice Ban	0940 - Justice Court 4	100 General Fund	25.00
39118	03/05/2020	Shawn Bingham	0910 - Justice Court 1	100 General Fund	500.00
39119	03/05/2020	Martha Cazares	0950 - Justice Court 5	100 General Fund	251.00
39120	03/05/2020	Pierre Fields	0910 - Justice Court 1	100 General Fund	100.00
39121	03/05/2020	Fry's Food Stores of Arizona	0950 - Justice Court 5	100 General Fund	146.93
39122	03/05/2020	Ana M Galindo	0920 - Justice Court 2	100 General Fund	158.00
39123	03/05/2020	Jose Garcia	0920 - Justice Court 2	100 General Fund	126.05
39124	03/05/2020	Gurstel Chargo PA	0950 - Justice Court 5	100 General Fund	29.50
39125	03/05/2020	Hernandez, Martin	0950 - Justice Court 5	100 General Fund	111.00
39126	03/05/2020	ERIN ELIZABETH KANTOLA	0950 - Justice Court 5	100 General Fund	210.60
39127	03/05/2020	Maricopa County Superior Court	0950 - Justice Court 5	100 General Fund	100.00
39128	03/05/2020	Micholason, Ron	0950 - Justice Court 5	100 General Fund	84.03
39129	03/05/2020	Safeway Stores Inc.	0950 - Justice Court 5	100 General Fund	60.00
39130	03/05/2020	Jonathan E. Smith	0940 - Justice Court 4	100 General Fund	50.00
39131	03/05/2020	US Bureau of Land Management	0950 - Justice Court 5	100 General Fund	100.00
39132	03/05/2020	Walmart	0920 - Justice Court 2	100 General Fund	84.04
					1,711,080.39

**Public Hearings 8.
County Attorney**

Regular Board of Supervisors Meeting

Meeting Date: 03/10/2020

Approve Ordinance Establishing Regulations and Licenses to Video Services Providers, Application and Affidavit, Service Agreement

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

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

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

NAME Christine J. **TITLE** Civil Deputy County
of PRESENTER: Roberts **of PRESENTER:** Attorney

Docket Number (If applicable):

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

Information

Agenda Item Text:

[Item tabled from January 28, 2020 Meeting] 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.

Background:

Arizona SB 2229, passed into law in 2018, declared Video Service Providers a matter of statewide concern. The law mandated local authorities to adopt an Ordinance and uniform licensing form for Video Service Providers. The County Supervisors Associations, worked with Counties, other localities and industry stakeholders to develop the Uniform Video Service License and Application prescribed by State Law. While licensing is required to be uniform across the State, management of right-of-way activities and local revenues associated with this type of use will be preserved through each county's ordinance provisions.

Changes to State law allow incumbent cable operators to opt out of their current cable licenses and into the new Uniform Video Service License beginning in January 2020. Or, incumbent operators may choose to remain in their current license, until the license expires. Upon expiration of the current license, incumbent operators must apply for and obtain a Uniform Video Service License. As such, the Ordinance and the associated application and agreement is required by the Board of Supervisors to ensure Compliance with State law.

Department's Next Steps (if approved):

Provide the new Ordinance, application and agreements to the Clerk of the Board, and conduct training on the new statutes with the Clerk of the Board and her staff.

Impact of NOT Approving/Alternatives:

The County will not be in compliance with State Law.

To BOS Staff: Document Disposition/Follow-Up:

Have the Board Chair sign two originals and return to Christine Roberts in the County Attorney's Office.
Request a fully executed original be returned to the Board Office.

Ask the Clerk of the Board to publish Ordinance in the newspaper of the County Seat: Bisbee Observer.

Attachments

Application and Affidavit

Uniform_Service_License_Agreement

Ordinance

Application and Affidavit for Uniform Video Service License
(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)

COCHISE COUNTY

I. Applicant:

Applicant's Name: _____

Principal Place of Business Address: _____

City: _____ State: _____ Zip: _____

Type of Entity: _____ Jurisdiction of Formation: _____

Phone: _____ E-mail: _____

II. Applicant's Principal Executive Officers or General Partners:

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

III. Person(s) Authorized to represent Applicant before County:

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

IV. Check one pursuant to Arizona Revised Statutes § 11-1911(c)(4):

_____ Applicant is an Incumbent Cable Operator, as provided in Arizona Revised Statutes § 11-1901(13); or

_____ Applicant is not an Incumbent Cable Operator. The date on which Applicant expects to provide Video Services in the Service Area identified below is: _____

V. For All Applications:

- A. In accordance with A.R.S. § 11-1911 (7), Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Services in the Services Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
- B. The Term of the uniform video service license shall be ____ Years (10 or less).
- C. Applicant agrees to pay all lawful fees and charges imposed by the County.
- D. Applicant agrees to notify the County in writing of any changes to the information in items I-IV, above, within thirty (30) days after the change occurs, as provided in A.R.S. § 11-1914(B)(2).
- E. Provide an exact description of the Service Area, as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application, as Exhibit A.)

If the applicant is an incumbent cable operator, specify whether the Applicant elects under A.R.S. § 11-1914(C) to apply for a uniform video service license for service area that consists of the boundaries of the County: _____.

Applicant Verification

I, _____, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the Applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Print name and Title: _____

County Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by the County this _____ day of _____, 20____.

Cochise County, Arizona

By: _____

Print Name and Title: _____

Address: _____

Phone: _____

E-mail: _____

If the County determines that the application and affidavit are incomplete, or otherwise deficient for failure to comply with Chapter 14 of Title 11 of the Arizona Revised Statutes, the County shall provide written notice to the Applicant, no later than fifteen (15) days after the date of filing of the application and affidavit.

Not later than 45 days after the date an Applicant files a completed application and affidavit, pursuant to A.R.S. § 11-1914, the County shall issue a uniform video service license to the Applicant in the form prescribed by A.R.S. § 11-1911. If the County does not notify the Applicant about the completeness of the video service license agreement within the time prescribed by statute or issue the agreement within the time period required under this subsection, the agreement shall be considered complete and issued to the Applicant in the form submitted.

Uniform Video Service License Agreement

This Uniform Video Service License Agreement ("Uniform License Agreement") is made this ____ day of _____, 20____, by and between the County of Cochise, a political subdivision of the State of Arizona ("Licensor") and _____, a _____ ("Licensee")

WHEREAS, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes (hereinafter the "Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

1. Terms that are not defined herein have the same meaning prescribed in the Licensing Statute.
2. The following appear on Exhibit A attached and incorporated herein by reference:
 - 2.1 The name of Licensee, the type of entity and its jurisdiction of formation.
 - 2.2 The address and telephone number of Licensee's principal place of business.
 - 2.3 The name and address of Licensee's principal executive officers or general partners and of any persons authorized to represent Licensee before Licensor.
3. The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service consists of the Boundaries of Licensor, as identified on Exhibit B attached and incorporated herein by reference.

4. Licensee is required to pay the License Fees required under the Licensing Statute, and all other lawful fees and charges imposed by Licensors.
5. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
6. Licensee shall comply with and be subject to all valid and enforceable federal, state and local laws.
7. Licensee shall comply with all generally applicable, non-discriminatory local laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.
8. Licensee shall comply with the public, education and government programming requirements of the Licensing Statute.
9. Licensee shall comply with all customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations § 76.309(c) applicable to Cable Operators.
10. Licensee shall comply with the consumer privacy requirements of 47 United States Code § 551 applicable to Cable Operators.
11. Licensors hereby grants Licensee the authority to provide Video Service in the Service Area that is described in Exhibit B of this Uniform License Agreement.
12. Licensors grants Licensee authority to use and occupy the highways in the delivery of video service, subject to all applicable law and regulations including the laws of this State and the police powers of the County.
13. The term of this Uniform License Agreement is _____ years and shall begin on the date hereof.
14. Licensors and Licensee agree that they are subject to and must comply with the Licensing Statute.

15. Licensee acknowledges that this Uniform License Agreement is subject to Arizona Revised Statutes § 38-511, incorporated herein by reference.

Issued this _____ day of _____ 20____.

LICENSOR:

LICENSEE:

By: _____

By: _____

EXHIBIT A

[COMPLETED APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE]

EXHIBIT B

[SERVICE AREA]

ORDINANCE 20 - _____
ESTABLISHING REGULATIONS FOR THE ISSUANCE OF LICENSES TO VIDEO SERVICE
PROVIDERS TO CONSTRUCT, INSTALL AND OPERATE VIDEO SERVICE NETWORKS
ALONG, ACROSS, UNDER AND UPON HIGHWAYS IN COCHISE COUNTY

WHEREAS, The State of Arizona enacted Title 11, Chapter 14 of the Arizona Revised Statutes ("A.R.S."), declaring that licensing of video service providers and the regulation and use of video services are matters of statewide concern; and

WHEREAS, The State of Arizona has required that all Counties adopt new video service provider affidavits, applications, and licenses; and enact a local law in order to be able to continue to collect licensing fees to compensate the County for the use of its highways.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. DEFINITIONS: For purposes of this Ordinance, the terms used herein have the meaning specified in Title 11, Chapter 14 of Arizona Revised Statutes (hereinafter referred to as the "Licensing Statute").

2. AUTHORITY TO GRANT LICENSE: Pursuant to A.R.S. § 11-1911, the Board of Supervisors for Cochise County has the authority to issue non-exclusive uniform video service licenses to persons to provide video service and to construct and operate video service networks along, across, under and upon highways (as defined in A.R.S. § 11-1901) in Cochise County and to regulate these activities.

3. APPLICATION FOR LICENSE: Each application for a License under this Ordinance shall be filed with the Clerk of the Board of Supervisors for Cochise County and shall contain the information required by the affidavit, application and license approved by the Board of Supervisors, and as required by A.R.S. § 11-1911.

4. LICENSE TERMS: Any license issued by the authority of this Ordinance shall contain at a minimum: the terms of the License, and a description and map of the Licensee's service area.

5. NON-EXCLUSIVE LICENSE: Neither the granting of any license, nor any of the provisions contained herein, shall be construed to prevent the County from granting a License to any other Person embracing the same service area.

6. CONSTRUCTION:

A. PERMITS, AUTHORIZATIONS AND FEES: Before initiating any construction related activities, the Licensee shall obtain all necessary permits and authorizations and pay any applicable fees in accordance with Cochise County resolutions, regulations and ordinances as are, or may be, established by the Board of Supervisors.

B. COMMENCEMENT OF SERVICE: Not later than twenty-four (24) months after issuance of a uniform video service license or an amended uniform video service license, the holder of the uniform video service license shall offer and provide video service to at least one subscriber within each service area authorized by the uniform video service license or amended uniform video service license (unless the holder cannot meet the requirement for reasons beyond the holder's control). If a holder fails to comply with this section, Cochise County may revoke the holder's uniform video service license for all affected service areas.

C. REPAIR OF HIGHWAYS AND PUBLIC WAYS:

1. Any and all highways, public streets, roads, alleys, public ways or places in the Service Area which are disturbed by the Licensee shall be repaired by the Licensee at its expense and in accordance with such Cochise County resolutions, regulations, and ordinances as are or may be established by the Board of Supervisors, and in accordance with the permit specifications set forth by Cochise County to restore the roadway to its condition before being disturbed. Licensee shall bear all reasonable costs associated with the repair or restoration of damage cause by Licensee. Before any public street, road, alley or other public way or place is disturbed, the Licensee may secure from the County a statement of the current condition, composition and construction of the highway, public street or place, which statement shall be the standard of reconstruction to which the Licensee shall conform. The County and the Licensee may also agree in writing to the time that will be allowed for repair or reconstruction, and any

such agreed upon period shall be deemed to be “reasonable” under (3) hereof. The Licensee shall bear the costs of inspections, including those resulting from *bona fide* complaints, if any.

2. Notwithstanding the foregoing, if emergency response work or repair becomes necessary in, on, under or over any highway as defined in the Licensing Statute, a video service provider may begin that work or repair without prior approval from the County, if the video service provider notifies the County as promptly as reasonably possible after learning that the work or repair is necessary.
3. Upon the failure of the Licensee to cause any work or other act required by law, this Ordinance, or its License, to be properly completed within a reasonable time, the Board of Supervisors may cause said work or other activity to be completed in whole or in part to the satisfaction of the Board of Supervisors, and upon so doing shall submit to Licensee an itemized statement of the cost thereof. The Licensee shall, within thirty (30) days after mailing of the statement, pay to the County the entire amount.
4. The County Engineer is authorized to permit underground installation of cables at a minimum depth of thirty-six inches (36"). The County Engineer may permit a lesser depth if the County Engineer determines that said installation will not interfere with County street maintenance or construction. As-built drawings indicating cable locations and depths must be supplied, without cost, to the County Engineer upon completion of the system and updated to reflect system expansion. Licensee shall hold Cochise County harmless for damages to Licensee's system which result from the County's street maintenance, improvement or construction
5. The County Engineer will notify the Licensee if it is determined that any cable is located at a depth which interferes with street construction, improvement or maintenance. Any such cable shall be removed, relocated and buried at a sufficient depth promptly upon receipt of notice. If cable must be relocated due to street construction, improvement or maintenance, or because of inadequate depth, the Licensee shall bear all costs of relocation.

7. ALLOWED WI-FI EQUIPMENT: On application, the County shall issue to a video service provider or its affiliate a permit to attach Wi-Fi radio equipment to the video service network in the highways within the County. The permit shall allow installation, operation and maintenance of allowed Wi-Fi radio equipment. In addition to meeting general health and safety requirements, all allowed Wi-Fi radio equipment at a single location must fit within a fifteen-inch cube and be contained entirely within a ground-mounted pedestal or be connected directly to and mounted at the same height as one of the video service provider's aerial horizontal conductors.

8. MAINTENANCE AND COMPLAINTS: The Licensee shall:

A. Put, keep and maintain all parts of the video service network in good condition throughout the entire period of the License.

B. Render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

C. Investigate and resolve complaints regarding quality of service, equipment and other similar matters promptly.

D. In all other respects comply with applicable local, state and federal laws and regulations.

E. Provide each subscriber with a statement that delineates the process for submitting a complaint that specifies that the subscriber may submit complaints about video service to any of the following: the provider, the federal communications commission, the attorney general, the County where the subscriber resides, and any other authority as provided by law.

F. Upon written request of the Board of Supervisors, file a written report as to any complaint designated in the request, giving a detailed description of the complaint, the way it has been resolved, and the time required to make the necessary repairs or adjustments. The report shall be returned no more than ten (10) business days after receipt of the request by Licensee.

9. ANNUAL LICENSE FEE:

A. In consideration of the fact that the public highways, streets, roads, and alleys of the County will be used by video service providers and holdover cable operators (hereinafter "Licensee"); and that said highways, streets, roads and alleys are valuable public properties acquired and/or maintained by the County at great expense to its taxpayers, and in consideration of the costs incurred by the County in regulating and administering each License and the authority granted by the Licensing Statute, each Licensee shall pay to the County the following amounts: Licensee shall pay to the County on an annual basis as and for a license fee a sum representing three percent (3%) of Licensee's gross revenue as defined in A.R.S. § 11-1901(A)(9). Payment shall be due in two (2) annual installments, on July 15 and on January 15 for the preceding six (6) months of the year in which such installments are due. Amounts due will be delinquent if not paid within 30 days of the due date. Delinquent payments shall bear interest at the federal short-term rate, determined pursuant to 26 United States Code section 6621(b), plus three percentage points.

If at any time during the term of a License the Board of Supervisors determines that the fee should be adjusted to an amount not to exceed the legal limit for such fees, the Licensee shall commence paying the adjusted fee following sixty (60) days written notice from the County. In no event shall the fee exceed the maximum fixed by applicable law.

A video service provider shall have the right to offset the following fees and charges imposed by the County and paid by Licensee during the preceding billing period against the next license fee payment made: rental, application, construction, permit, inspection, inconvenience and other fees and charges paid to the County related to the video service provider's use or occupancy of the highways.

B. Every three years, Cochise County, on reasonable written notice, may audit the business books and records of a video service provider to the extent necessary to ensure payment of license fees pursuant to this section. Any audit of a period before issuance of a uniform video service license shall be conducted pursuant to the local laws in effect during that period.

10. DURATION OF LICENSE: The term of any License shall be the term requested by the applicant and stated in the License. The term of a License may be extended. To extend a License, the holder of the uniform video service license shall file with the Clerk of the Board of Supervisors, at least one month before the end of the term

of the License, a notice to extend the term for a specified period not to exceed ten years. Effective on the date the holder files the written notice with the Clerk, the term will automatically be extended for the specified period from and after the date of the end of the then- current term.

11. LIABILITY INSURANCE: Each Licensee shall be required to maintain for the duration of the License general comprehensive liability insurance including operations and completed operations coverage, against all damages charged to the County or the Licensee resulting from the installation, construction, development, maintenance, relocation or expansion of a Licensee's video service network and all associated equipment and facilities as follows:

- A. One million (\$1,000,000) dollars for bodily injury or death to any one person, or property damage to any one person; with an aggregate limit for any one occurrence of Two Million Dollars (\$2,000,000) for bodily injury, death or property damage.
- B. Five hundred thousand dollars (\$500,000) for all other types of liability.

The County shall be named in all such policies as an additional insured. A certificate of insurance for each policy shall be filed with the Highways Department and the Risk Management Department. A copy of the policy shall be provided upon request. Each certificate shall provide that if the policy it covers should be cancelled during the term of the policy, thirty (30) days advance written notice prior to the effective date of cancellation shall be given to the County Risk Management Department and the Highways Department.

12. INDEMNIFICATION: To the fullest extent permitted by law, Each Licensee (as "indemnitor") shall defend, indemnify and hold harmless Cochise County (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors and assigns ("indemnified group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions (collectively "Claims") including but not limited to work, services, acts, errors, mistakes or omissions in the installation, construction, development, maintenance, relocation or expansion of Licensee's video service network

by anyone directly or indirectly employed by or contracting with the indemnitor, or any person whose acts and liabilities are the obligation of the indemnitor.

If any claim, action or proceeding is brought against the Indemnified group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the Indemnified group. However, the indemnitor shall have no obligation to indemnify the Indemnified Group for the Indemnified Group's passive negligence.

13. COMPLIANCE WITH REGULATION: The provisions of this Ordinance shall be construed as consistent with any rule or regulation of the FCC. Any FCC Rule inconsistent with the terms herein is deemed to automatically amend the inconsistent term contained herein. Any License issued pursuant to the Ordinance is subject to all FCC Rules and Regulations.

14. ADDITION TO SERVICE AREA: To add one or more new service areas to a uniform video service license, the holder shall file with the Clerk of the Cochise County Board of Supervisors an application for an amendment to the uniform video service license to add each new service area.

15. TRANSFER OF LICENSE: Except as otherwise provided in this section or otherwise required by federal law a uniform video service license is fully transferable. To transfer a License, the holder shall file with the Clerk of the Cochise County Board of Supervisors written notice of the transfer of the uniform video service license. On the filing of notice, the transferee shall become the holder.

16. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any License hereunder is for any reason illegal, invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and it shall not affect the validity of the remaining portions hereof.

17. CONFIDENTIALITY: Any information of a financial or personal nature which is identified as confidential information at the time it is provided Cochise County or the Board of Supervisors for the purposes of this Ordinance will be used only for the purposes prescribed by this Ordinance and will not be published or provided orally or in writing to any other person or entity, except the FCC. In addition, all critical infrastructure information shall be treated in accordance with A.R.S. §11- 1932.

18. RIGHTS RESERVED TO THE COUNTY: Without limitation upon the rights which the County may otherwise have, the County does hereby expressly reserve the right to amend any section or provision of this Ordinance for any reason determined to be desirable by the County including, but not limited to: new developments in the areas of technology of video service networks, and any changes in Federal, State or Local laws, rules or regulations.

Nothing in this Ordinance shall abrogate the right of the County to perform any public works or public improvements of any description; be construed as a waiver of any codes or ordinances of the County or of the County's right to require any person to secure the appropriate permits or authorizations; or be construed as a waiver or release of the rights of the County in and to the highways, public streets, roads, alleys, public ways or places, including but not limited to the right to abandon or extinguish.

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

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe R. Morrison
Clerk of the Board

Christine J. Roberts
Civil Deputy County Attorney

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 03/10/2020

Community Enhancement Fund Expenditures

Submitted By: Melissa Tucker, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** Peggy Judd**of PRESENTER:****TITLE****of PRESENTER:**

Supervisor,

District 3

Mandated Function?:**Source of Mandate****or Basis for Support?:****Information****Agenda Item Text:**

Approve Community Enhancement Fund expenditures for District 3: Bowie Water Company Sinkhole and Road Repair.

Background:

Supervisor Judd has submitted approval for one project: Bowie Water Company Sinkhole and Road Repair.

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:

Return to the 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**

20200310_CommEnhancementFunds_District3_Bowie Water Company Sinkhole and Road Repair

Backhoe-Trenching-Blade-Dump Truck-Irrigation-Water-Gas-Sewer-Drainage-Septics-Dirt Work-Road Work-Pads
Pipe Plowing-Cable Plowing-PE Fusing-Backflow Installation/Testing
ROC156236 4401 W. Circle Hills Dr. ROC232812 ROC238992
Licensed Willcox AZ 85643 *Insured*
Office: 520-384-6151

Date: 12/18/2019

Description		Quantity	Price	Total
	Construction	1	\$7,417.00	\$7,417.00
			Total for bid	\$7,417.00

SUN COR APPROVAL: _____
CUSTOMER APPROVAL: _____

After signing, this bid becomes a written agreement between Sun Cor Underground Inc. and the party named above. This agreement grants Sun Cor Underground Inc. permission to perform work as outlined.

PRICE DOES NOT INCLUDE ANY UNFORESEEN REASONS CAUSING EXTENDED LABOR
WE ARE NOT RESPONSIBLE FOR UNMARKED PRIVATE UTILITIES, PLEASE LOCATE AND MARK UTILITIES
NO WARRANTIES EXPRESSED OR IMPLIED FOR ANY BUILDING PADS, WE HIGHLY RECOMMEND COMPACTION TESTING
FOR YOUR ASSURANCE OF THE QUALITY OF WORK
UPON ACCEPTANCE OF BID ALL MATERIAL IS DUE BEFORE JOB IS STARTED
AND BALANCE DUE WHEN JOB IS COMPLETE. ANY LATE PAYMENTS WILL ACCRUE INTEREST AT THE
RATE OF 1.5% PER MONTH
WHERE TRENCHES ARE NECESSARY ALL BIDS ARE BASED ON FAIR DIGGING CONDITIONS, ROCK, HARD DIGGING,
OR CLASS C SOILS WILL CONTRIBUTE TO ADDED COSTS.
FOR QUESTIONS OR INFO, PLEASE FEEL FREE TO CONTACT DEAN HARGUESS AT THE ABOVE NUMBER
JOB QUOTES ARE GOOD FOR 30 DAYS AND SUBJECT TO APPROVAL AFTER
WE APPRECIATE THE OPPORTUNITY TO WORK FOR YOU



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: _____

Action 10.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 03/10/2020

Stone Garden Grant Approval (Overtime and Mileage)

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: PowerPoint

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 2
Submitted for Signature:

NAME Ken Foster
of PRESENTER:

TITLE Lieutenant
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate ARS 11-441
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 a reoccurring contract for Stone Garden funding from the Department of Economic Security (DOHS), in the amount of \$650,000 in Overtime and Mileage (\$600,000 in Overtime), to participate in the operation to detect, deter and/or arrest subjects who smuggle human or drugs illegally into the country, effective January 29, 2020 through January 31, 2021.

Background:

The Sheriff's Office has a contract (re-occurring) for funding in Operation Stone Garden. The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the County. Units working the Stone Garden Operations main function(s) are to look for and combat the above mentioned illegal activities; however, the additional units are also available to assist the public as necessary.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will start/continue to participate with the US Border Patrol in Operation Stone Garden.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will not be a participant in this program. Further, numerous other operations/multi-agency details to assist in combating illegal immigrant and drug smuggling are funded through Operation Stone Garden and without approval, the Sheriff's Office will no longer be able to participate in these details/operations.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

FY2019 Contract
Grant Approval Form
Power Point Presentation

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE**

19-AZDOHS-OPSG-190411-01

(Enter Subrecipient Agreement number above (e.g., 190XXX-XX))

Between

**The Arizona Department of Homeland Security
And**

Cochise County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

DUNS Number 179281282

(Enter the DUNS number above)

WHEREAS, A.R.S. section 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 Sheriff's Office

(Enter the name of the Subrecipient Agency above)

(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 29, 2020** and shall terminate on **January 31, 2021**. 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: "**OPSG Overtime-Mileage**" and funded at \$ **650,000** (as may have been modified by the award letter).

(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2019-SS-00002 and CFDA #97.067:

- a) Provide up to \$ **650,000** 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 RESPONSIBILITY

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. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 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.

e) 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.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this 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 and all other applicable law.

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
<https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 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 (Subrecipient) 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. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf.

f. 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 Federal 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. In addition, 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 C.F.R. 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 C.F.R. 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 may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of 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 Subrecipient. 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/travel>.

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: <https://azdohs.gov/grant-program-forms>.

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 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- 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. 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. 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, the grant application as approved by AZDOHS, and 2 C.F.R. 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 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient 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 shall be submitted to AZDOHS by Subrecipient.
- 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 <https://azdohs.gov/grant-program-forms>. 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 by Subrecipient to AZDOHS immediately.
 - 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 by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 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 to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 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 use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 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 Subrecipient 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 is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. 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.

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 <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If 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 as approved by AZDOHS. 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 Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 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 agreement 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 representatives 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 C.F.R. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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. 2409, 41 U.S.C. 4712, and 10 U.S.C. 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, P.L. 107-56), 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 it 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, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), 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. 7104). The award term is located at 2 C.F.R. Part 175.15, 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 all U.S. laws 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 all such laws and U.S. Executive Order 13224.

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 C.F.R. 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 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. 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. 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 it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. 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. Subrecipients 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, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients 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.

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. 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 and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS 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 and AZDOHS 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.

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.

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 2 C.F.R. 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, P.L. 96-517, codified in 35 U.S.C. 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 that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – 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 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – 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. Parts 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 AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 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 AB - 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 (42 U.S.C. 2000d et seq.) 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 AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 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 all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 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. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - 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 U.S. 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 AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its 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 AG - 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. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - 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, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - 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. 1681 et seq.), which provide 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 AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. 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 from 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 AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, 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. 8101-8106).

Article AL - 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. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. 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 C.F.R. 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, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

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 and ability 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. 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. 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. 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. 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 prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- 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 that otherwise would have been provided by Subrecipient 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 on behalf of the Subrecipient.

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 is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

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:

Sheriff Mark J. Dannels

Enter Title, First & Last Name Above

Cochise County Sheriff's Office

Enter Agency Name Above

205 N. Judd Drive

Enter Street Address Above

Bisbee, AZ 85603

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter Agency Name Above



Authorized Signature Above

Mark J. Dannels, Sheriff

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.)

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Kim Lemons
Clerk of the Board



Britt Hanson
Chief Civil Deputy County Attorney

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.



FY 19 Stone Garden Grant

Operation Stone Garden FY 2019

Ken Foster, Lieutenant

Cochise County Sheriff's Office



FY 19 Stone Garden Grant

- Federal grant funding provided to local law enforcement agencies to combat human/drug trafficking and associated crimes.
- Recurring every year, differing amounts for overtime and equipment.

Benefits:

- Increase proactive enforcement/patrol without negatively affecting scheduling.
- Increase proactive enforcement/patrol with minimal impact on general fund.
- Provides ability, with minimal cost to general fund, to meet our goal of 24/7 coverage.
- Most important, provides a higher quality of service to the citizens of Cochise County by enabling CCSO to specifically deal with ongoing crimes and issues associated to the border. Provides overtime to pay for extra targeted area details



FY 19 Stone Garden Grant

- SG is a reimbursement grant that pays employee related expense (ERE) costs including:
 - Public Safety Retirement
 - Workmen's Comp
 - Social Security Taxes (includes FICA)
- Beneficial to PSPRS
- Beneficial to the economy of Cochise County



FY 19 Stone Garden Grant

Fiscal Year 2019 Budget

- Cochise County was awarded \$650,000.00 in Overtime and Mileage to participate in Operation Stone Garden FY 2019.
- This is \$80,000.00 more than amount the Sheriff's Office received last year under this grant due to our "burn rate", (overtime monies spent per month under this funding source).



FY 19 Stone Garden Grant

Deployments

- The Cochise County Sheriff's Office deploys deputies in support of Operation Stone Garden 7 days a week.
- Deputies are required to contact either the Brian Terry Border Patrol Station (Naco), Douglas Border Patrol Station or the Willcox Border Patrol Station to check on duty and received an assignment within those stations Area of Responsibility (AOR).
- Deputies also participate in Alliance to Combat Transnational Threats (ACTT) Operations with our federal partners and other local agencies where funds from this grant pay for the overtime and mileage.



FY 19 Stone Garden Grant

Deployments Cont.

- Stone Garden operations/deployments allow the Sheriff's Office to put more deputies on the road in high traffic areas and remote areas we normally are not able to regularly patrol due to low staffing levels.
- Stone Garden deployments allows CCSO to schedule up to 10 additional deputies a day county wide to augment normal patrol shifts in providing services to the citizens of Cochise County.



FY 19 Stone Garden Grant

2018 Year End Statistical Data

• Traffic Stops:	8522
• Citations:	1041
• Felony Arrests:	138
• Misdemeanor Arrests:	327
• Marijuana Seized:	113 pounds
• Cocaine Seized:	13.06 grams
• Methamphetamine Seized:	3.3 ounces
• Heroin Seized:	11.1 grams
• Prescription Pills Seized:	430
• Illegal Aliens:	329
• Recovered Stolen Vehicles:	4
• Seized Vehicles:	32
• US Currency Seized:	\$18,510.00



FY 19 Stone Garden Grant

2019 Year End Statistical Data

• Traffic Stops:	15,793
• Citations:	886
• Felony Arrests:	200
• Misdemeanor Arrests:	109
• Stolen Vehicles Recovered:	8
• Pursuits:	8
• Marijuana Seized:	278.5 pounds
• Cocaine Seized:	4.6 grams
• Methamphetamine Seized:	2.01 ounces
• Heroin Seized:	3.1 grams
• Illegal Aliens:	211
• Seized Vehicles:	24

- Detail worked from May 12 to October 31st



FY 19 Stone Garden Grant

Economic Benefits

- Direct effect: The initial spending or investment on activity, which reflects the initial impact to the economy. The direct effect is usually close to or exactly the expenditure associated with the economic event which in this case is the utilized portion of the Stone Garden grant in each year.
- Induced effect: Additional spending that results from changes in wage expenditures. In other words, employees working that receive Stone Garden overtime will likely spend their higher wages at an assortment of businesses and suppliers of goods and services. To meet the increased demand for those goods and services, the business, in turn, will either hire more workers or increase wages to keep up with the Stone Garden-driven demand.



FY 19 Stone Garden Grant

FY 2019 Stone Garden Grant

\$650,000.00 allocated to Cochise County

\$50,000.00 to be used for mileage

\$233,500.00 used for employee related expenses (ERE)

- Which includes PSPRS, FICA and Workmen's comp

\$366,500.00 actual overtime payment to be received by the deputies



FY 19 Stone Garden Grant

- **Dr. Robert Carreira, Chief Economist, Cochise College**

Initial direct increase in deputy overtime pay (input)	\$366,500
Indirect and induced earnings	\$54,200
Total change in earnings (direct, indirect, and induced)	\$420,700
Direct, indirect, and induced resultant local household spending	\$209,200
Tax Revenue Generated	\$25,600
Cochise County	\$5,000
Municipalities (combined)	\$8,900
School Districts (combined)	\$10,600
Special Districts (combined)	\$1,100



FY 19 Stone Garden Grant

- **Dr. Robert Carreira, Chief Economist, Cochise College**
- As for the long-term unfunded liability, it would likely affect mostly just those who plan to retire in the next 3 years.
- CCSO currently has six employees who could fall under this category who work Operation Stone Garden.
- CCSO currently has forty three employees who have less than ten years of service who work Operation Stone Garden.



FY 19 Stone Garden Grant

Economic Benefits –Additional Considerations

- Stone Garden will affect the tax revenue for the County and other taxing authorities.
- Potentially lower crime rates and cost savings derived from lower crimes rates related to the additional border security investment funded by Stone Garden.
- Higher property values and incremental business investment and attractiveness related to lower crime rates and increased perception of community safety.

Human Resources

Regular Board of Supervisors Meeting

Meeting Date: 03/10/2020

Approve the proposed health care benefit cost share between Cochise County, its employees, and retirees for plan year 2020-2021

Submitted By: Elda Orduno, Human Resources

Department: Human Resources

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Elda Orduno

TITLE of PRESENTER: Human Resources Director

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: 11-251(50)

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the proposed health care benefit cost share between Cochise County, its employees, and retirees for plan year 2020-2021 as recommended by the Human Resources Department and the County Administrator.

Background:

On January 17, 2020, the Cochise Combined Trust voted unanimously to a benefit and rate structure plan for plan year 2020-2021. The Trust adopted premium rate increases of 3% for the Exclusive Provider Organization (EPO) plan and a 5.7% increase for the EPO Buy-Up plan. The premium rates for the High Deductible Health (HDHP) and HDHP Buy-Up plans remain unchanged. In addition, the Trust adopted a number of administrative fee increases. After considering the increases in premium rates and fees, we are recommending that the Board approve the following:

- County to pay the 3% EPO premium rate increase on behalf of employees enrolled in the plan;
- Retirees enrolled in the EPO plan to pay the 3% premium rate increase;
- Employees and retirees enrolled in the EPO Buy-Up to pay the 5.7% premium rate increase;
- Increases in administrative fees will be paid by the County.

Department's Next Steps (if approved):

If approved, open enrollment will begin on April 1, 2020, and end on April 30, 2020. Informational presentations will begin in mid-March and run through mid-April. Employees will make changes to their benefits via ADP.

Impact of NOT Approving/Alternatives:

Open Enrollment will be delayed while alternative funding strategies are researched by Human Resources and then presented to the Board of Supervisors for consideration.

To BOS Staff: Document Disposition/Follow-Up:

Advise HR of the Board's final vote on the approval request.

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: 2020-2021

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Will be budgeted for FY 20-21 if approved by the Board.

Attachments

Copay Max Program

HDHP Preventative Drug List

HDHP Expanded Preventative Drug List

Power Point Presentation

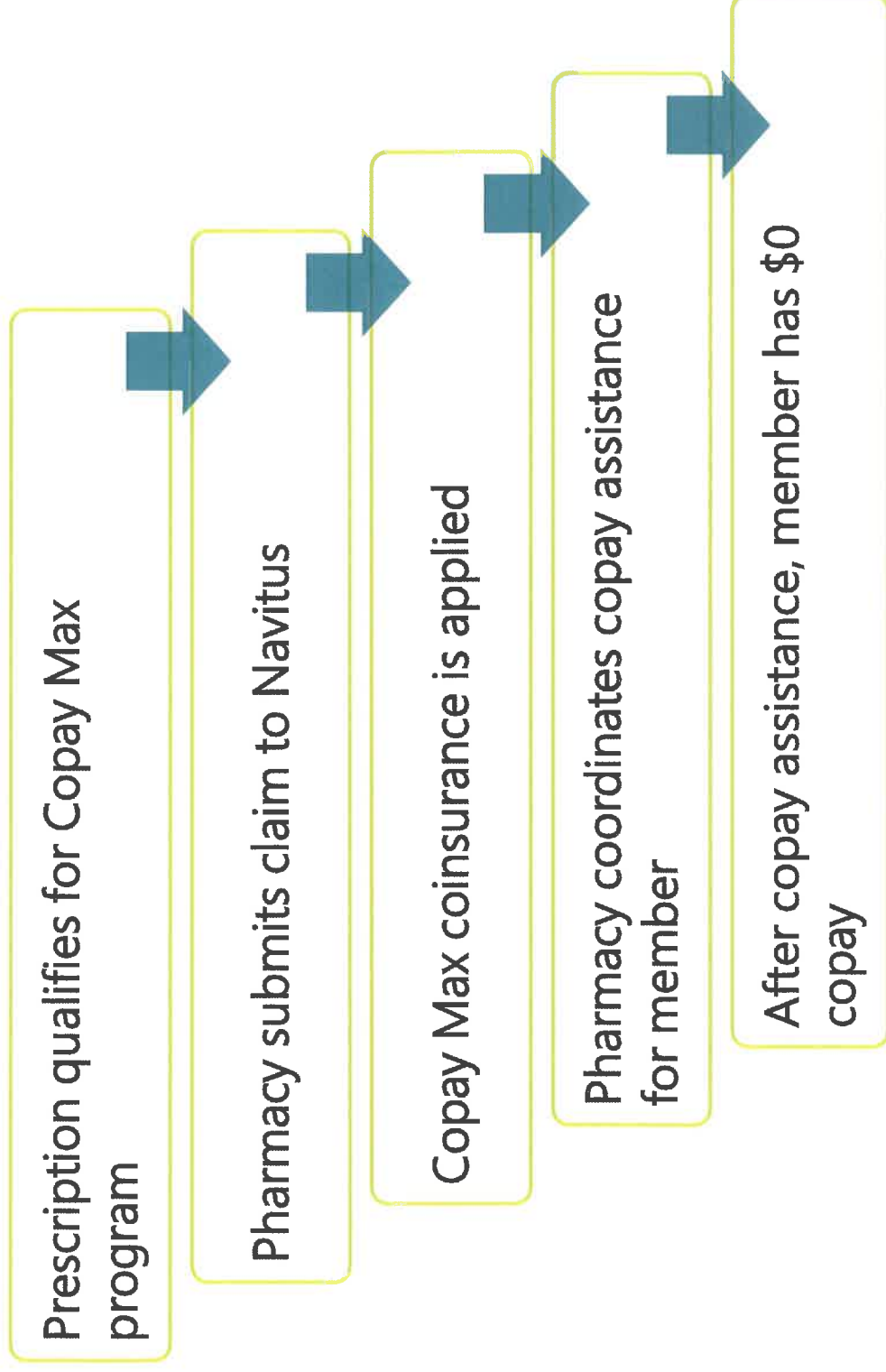
Leveraging Copay Assistance to Reduce Costs

Copay Max

- **What it does:**
 - Creates benefit design that leverages copay assistance cards to reduce both member AND plan costs
- **How it works:**
 - Accumulators accurately report the true out-of-pocket (OOP) amount
 - Multi-transactional approach between pharmacy and Navitus
- **What it works with:**
 - Lumicera – certain specialty medications
- **Who it's for:**
 - Commercial employers with generous benefit designs who want to implement a copay assistance program

Copay Max

How it Works



Copay Max Claim Example

- Pharmacy benefit
 - Specialty tier = \$100 copay
- Copay Max benefit
 - 30% coinsurance and \$0 maximum member out-of-pocket
- Manufacturer copay assistance for Drug X allows \$1,500 per month (\$9,000 annual cap) with \$5 member out of pocket

	Total Cost	Member Pay	Plan Pay	Other Payer Amt.	Out of Pocket Amt.	Clean Claim	Invoiced
Primary Claim	\$5,000	\$1,500	\$3,500	\$0	\$0	Yes	No
Manufacturer Claim	\$1,500	\$5	\$1,495	\$0	N/A	N/A	N/A
Tertiary Claim	\$5,000	\$0	\$3,505	\$1,495	\$0	Yes	Yes

Year At A Glance

Standard Specialty Benefit

	Member Pay	Plan Pay	Copay Card Pay	Member Accumulators
January	\$5	\$4,900	\$95	\$100
February	\$5	\$4,900	\$95	\$100
March	\$5	\$4,900	\$95	\$100
April	\$5	\$4,900	\$95	\$100
May	\$5	\$4,900	\$95	\$100
June	\$5	\$4,900	\$95	\$100
July	\$5	\$4,900	\$95	\$100
August	\$5	\$4,900	\$95	\$100
September	\$5	\$4,900	\$95	\$100
October	\$5	\$4,900	\$95	\$100
November	\$5	\$4,900	\$95	\$100
December	\$5	\$4,900	\$95	\$100
Total Paid	\$60	\$58,800	\$1,140	\$1,200

Year At A Glance

Copay Max Program Benefit

	Member Pay	Plan Pay	Copay Card Pay	Member Accumulators
January	\$0	\$3,505	\$1,495	\$0
February	\$0	\$3,505	\$1,495	\$0
March	\$0	\$3,505	\$1,495	\$0
April	\$0	\$3,505	\$1,495	\$0
May	\$0	\$3,505	\$1,495	\$0
June	\$0	\$3,505	\$1,495	\$0
July	\$0	\$4,970	\$30	\$0
August	\$0	\$5,000	\$0	\$0
September	\$0	\$5,000	\$0	\$0
October	\$0	\$5,000	\$0	\$0
November	\$0	\$5,000	\$0	\$0
December	\$0	\$5,000	\$0	\$0
Total Paid	\$0	\$51,000	\$9,000	\$0

Cochise Combined Trust Savings Analysis

(1/1/2019 to 10/31/2019)

Product	Number of Claims	Number of Utilizing Members	Plan Paid	Member Paid	Total Cost	Actual Estimated Manufacturer Assistance Applied	Expected Plan Paid	Estimated Savings
COSENTYX	3	1	\$14,849.09	\$500.00	\$15,349.09	\$4,300.90	\$11,048.19	\$3,800.90
ENBREL	20	4	\$95,789.55	\$4,400.00	\$100,189.55	\$12,307.69	\$87,881.86	\$7,907.69
HUMIRA	35	8	\$177,072.97	\$4,949.95	\$182,022.92	\$32,307.69	\$149,715.23	\$27,357.74
MAVYRET	3	1	\$37,229.43	\$300.00	\$37,529.43	\$823.08	\$36,606.35	\$623.08
OLUMIANT	5	1	\$10,168.22	\$500.00	\$10,668.22	\$9,200.47	\$7,467.75	\$2,700.47
ORENCIA	11	1	\$46,683.04	\$1,100.00	\$47,783.04	\$12,692.31	\$35,090.73	\$11,592.31
TECFIDERA	13	2	\$97,744.00	\$1,300.00	\$99,044.00	\$29,713.20	\$69,330.80	\$28,413.20
	90	18	\$479,536.30	\$13,049.95	\$492,586.25	\$95,445.33	\$397,140.92	\$82,395.38

Total Cost	\$492,586.25
Est. Plan Paid	\$397,140.92
Est. Manufacturer Assistance	\$95,445.33
Est. Savings	\$82,395.38
Program Fee	\$6,750.00
Estimated Copay Max Program Savings	\$75,645.38
Member Months	18,986
Savings PMPM	\$3.98

- Please note the estimates provided here are not indicative of future savings as drug mix, the Copay Max program and drug list, and manufacturer copay assistance programs are all subject to change at any time, without notice to Navitus.
- Certain assumptions/estimations were made that may impact actual savings, including the following:
 - The Expected Manufacturer Assistance Applied is the lessor of the Copay Max coinsurance benefit of 30% with \$0 max member out of pocket after copay assistance or our current understanding of the maximum amount and availability of copay assistance calculated on a per month basis (assuming 13 fills per year unless the copay assistance program limits the yearly fills to 12 or per the drug dosing regimen);
 - The current drugs included in the Copay Max Program.



High Deductible Health Plan Preventive Drug List

Updated January 2020

Your employer is making an effort to reduce your health care costs by giving you tools to help you stay healthy and productive. Below are the medications that are currently included in the High Deductible Health Plans offered through your employer. These medications help protect against or manage some high risk medical conditions.

Taking these medications as directed by your prescriber can help avoid serious health problems. That may mean fewer doctor visits and hospitalizations, reducing your total health care costs.

In the drug list below, generic drugs are shown in lowercase type. Brand name drugs are shown in uppercase type.

ANTIANGINAL AGENTS

DILATRATE SR CAP
ISOSORBIDE DINITRATE ER TAB
isosorbide dinitrate SL tab
isosorbide dinitrate tab
isosorbide dinitrate tab 40mg
isosorbide mononitrate ER tab
isosorbide mononitrate tab
NITRO-BID OINT
NITRO-DUR PATCH 0.3MG/HR, 0.8MG/HR
NITROGLYCERIN ER CAP
nitroglycerin lingual spray
nitroglycerin patch
nitroglycerin SL tab
NITROMIST SPRAY
ranolazine tab

ANTIARRHYTHMICS

amiodarone tab
disopyramide cap

disopyramide ER cap
dofetilide cap
flecainide tab
MEXILETINE CAP
MULTAQ TAB
NORPACE CR CAP
propafenone ER cap
propafenone tab
quinidine gluconate CR tab
QUINIDINE SULFATE ER TAB
QUINIDINE SULFATE TAB

ANTIDIABETICS

acarbose tab
ACTOPLUS MET XR TAB
AVANDAMET TAB
AVANDARYL TAB
AVANDIA TAB
BAQSIMI NASAL POWDER
B-D INSULIN SYRINGE
B-D PEN NEEDLE

- Note: The list is subject to change and not all drugs listed may be covered on your formulary. Please refer to your Navitus formulary for a complete list of covered products.



BYDUREON BCISE AUTO INJ	metformin ER tab
BYDUREON INJ	metformin tab
BYDUREON PEN INJ	miglitol tab
BYETTA INJ	nateglinide tab
CHLORPROPAMIDE TAB	NOVOFINE PEN NEEDLE
CYCLOSET TAB	NOVOLIN 70/30 FLEXPEN INJ
DIABETA TAB	NOVOLIN INJ
FARXIGA TAB	NOVOLIN N FLEXPEN INJ
FIASP FLEXTOUCH INJ	NOVOLIN R FLEXPEN INJ
FIASP INJ	NOVOLOG FLEXPEN INJ
FIASP PENFILL INJ	NOVOLOG INJ
glimepiride tab	NOVOLOG MIX FLEXPEN INJ
glipizide ER tab	NOVOLOG MIX INJ
glipizide tab	NOVOLOG PENFILL INJ
glipizide/metformin tab	NOVOTWIST PEN NEEDLE
GLUCAGEN HYPOKIT INJ	NOVOTWIST/NOVOFINE PEN NEEDLE
GLUCAGON INJ KIT	OZEMPIC INJ
glyburide micronized tab	pioglitazone tab
glyburide tab	PROGLYCEM SUSP
glyburide/metformin tab	PUMP SUPPLIES
GLYXAMBI TAB	repaglinide tab
GVOKE PFS INJ	RIOMET SOLN, METFORMIN SOLN
HUMULIN R INJ U-500	SYNJARDY TAB
HUMULIN R U-500 KWIKPEN INJ	SYNJARDY XR TAB 10-1000MG, 25-1000MG
JANUMET TAB	SYNJARDY XR TAB 5-1000MG, 12.5-1000MG
JANUMET XR TAB	tolazamide tab
JANUVIA TAB	TOLBUTAMIDE TAB
JARDIANCE TAB	TOUJEO MAX SOLOSTAR INJ
JENTADUETO TAB	TOUJEO SOLOSTAR INJ
JENTADUETO XR TAB	TRADJENTA TAB
KORLYM TAB	TRESIBA FLEXTOUCH INJ
LANTUS INJ	TRESIBA INJ
LANTUS SOLOSTAR INJ	TRULICITY INJ
LEVEMIR FLEXTOUCH INJ	
LEVEMIR INJ	

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



VICTOZA INJ
XIGDUO XR TAB 2.5-1000MG,
5-1000MG
XIGDUO XR TAB 5-500MG, 10-500MG,
10-1000MG
XULTOPHY INJ

ANTHYPERLIPIDEMICS

atorvastatin tab 10mg
atorvastatin tab 20mg
atorvastatin tab 40mg
atorvastatin tab 80mg
cholestyramine lite powder
cholestyramine lite powder pack
cholestyramine powder
cholestyramine powder pack
colesevelam pack
colesevelam tab
colestipol granule
colestipol powder packet
colestipol tab
ezetimibe tab
ezetimibe/simvastatin tab
fenofibrate cap 67mg, 134mg, 200mg
fenofibrate tab 48mg, 54mg, 145mg,
160mg
fenofibric acid DR cap
FENOFIBRIC TAB, FIBRICOR TAB
fluvastatin cap
fluvastatin ER tab
gemfibrozil tab
LIVALO TAB
lovastatin tab
niacin ER tab
omega-3-acid ethyl esters cap

pravastatin tab
rosuvastatin tab 10mg
rosuvastatin tab 20mg
rosuvastatin tab 40mg
rosuvastatin tab 5mg
simvastatin tab
VASCEPA CAP

ANTHYPERTENSIVES

aliskiren tab
ALTACE TAB
amlodipine/benazepril cap
amlodipine/olmesartan tab
amlodipine/valsartan tab
amlodipine/valsartan/
hydrochlorothiazide tab
AMTURNIDE TAB
atenolol/chlorthalidone tab
benazepril tab
benazepril/hydrochlorothiazide tab
bisoprolol/hydrochlorothiazide tab
captopril tab
CAPTOPRIL/HYDROCHLOROTHIAZIDE
TAB
clonidine patch
clonidine tab
CORZIDE TAB 80-5MG
doxazosin tab
enalapril tab
enalapril/hydrochlorothiazide tab
EPANED PREMIXED SOLN
EPANED SOLN
eplerenone tab
fosinopril tab
fosinopril/hydrochlorothiazide tab

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



GUANABENZ TAB
guanfacine IR tab
hydralazine tab
irbesartan tab
irbesartan/hydrochlorothiazide tab
lisinopril tab
lisinopril/hydrochlorothiazide tab
losartan tab
losartan/hydrochlorothiazide tab
methyldopa tab
methyldopa/hydrochlorothiazide tab
metoprolol/hydrochlorothiazide tab
minoxidil tab
moexipril tab
MOEXIPRIL/HYDROCHLOROTHIAZIDE
TAB
nadolol/bendroflumethiazide tab
NEXICLON XR SUSP
NEXICLON XR TAB
olmesartan tab
olmesartan/hydrochlorothiazide tab
perindopril tab
phenoxybenzamine cap
prazosin cap
propranolol/hydrochlorothiazide tab
QBRELIS SOLN
quinapril tab
quinapril/hydrochlorothiazide tab
ramipril cap
RESERPINE TAB
TARKA TAB
TEKAMLO TAB
TEKTURNA HCT TAB
telmisartan tab
terazosin cap

trandolapril tab
trandolapril/verapamil ER tab
valsartan tab
valsartan/hydrochlorothiazide tab
VALTURNA TAB

ANTINEOPLASTICS AND ADJUNCTIVE THERAPIES

abiraterone tab 250mg
anastrozole tab
bicalutamide tab
EMCYT CAP
ERLEADA TAB
exemestane tab
flutamide cap
letrozole tab
leuprolide inj
LYSODREN TAB
megestrol susp
megestrol tab
nilutamide tab
tamoxifen tab
toremifene tab
TRELSTAR INJ
XTANDI CAP

BETA BLOCKERS

acebutolol cap
atenolol tab
betaxolol tab
bisoprolol tab
BYSTOLIC TAB
carvedilol tab
FIRST ATENOLOL SOLN
FIRST METOPROLOL ORAL SOLN
labetalol tab
LEVATOL TAB

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



metoprolol ER tab
metoprolol tab
nadolol tab
pindolol tab
propranolol ER cap
PROPRANOLOL SOLN
propranolol tab
sotalol AF tab
sotalol tab
timolol maleate tab

CALCIUM CHANNEL BLOCKERS

amlodipine tab
CARDENE SR CAP
CARDIZEM LA TAB
COVERA-HS TAB
DILTIAZEM CAP
diltiazem ER cap
diltiazem ER tab
diltiazem tab
DYNACIRC CR TAB
felodipine ER tab
isradipine cap
nicardipine cap
nifedipine cap
nifedipine ER tab
nimodipine cap
nisoldipine ER tab
NISOLDIPINE ER TAB 25.5MG
VERAPAMIL CAP 100MG
VERAPAMIL ER CAP 200MG
VERAPAMIL ER CAP 300MG
verapamil SR cap
VERAPAMIL SR CAP 360mg
verapamil SR tab
verapamil tab

VERELAN PM ER CAP 100MG, 300MG
VERELAN SR CAP 360mg

CARDIAC GLYCOSIDES

digoxin soln
digoxin tab

CARDIOVASCULAR AGENTS - MISC.

amlodipine/atorvastatin tab
ENTRESTO TAB

CONTRACEPTIVES

amethyst tab
apri tab
aranelle tab
aviane tab
CERVICAL CAP
cesia tab
CONCEPTROL GEL
CONTRACEPTIVE FILM
CONTRACEPTIVE FOAM
CONTRACEPTIVE GEL
CONTRACEPTIVE SUPP
cryselle tab
DEPO-PROVERA SC INJ 104MG
DIAPHRAGM
ELLA TAB
enpresse tab
FEMALE CONDOMS
gianvi tab, ocella tab
IMPLANON IMPLANT, NEXPLANON
IMPLANT
jolessa tab, amethia tab
junel FE tab
junel tab
kariva tab
kelnor tab
levonorgestrel tab

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



LEVONORGESTREL TAB 0.75MG

LO LOESTRIN TAB

LO MINASTRIN 24 FE CHEW TAB

LOESTRIN 24 FE TAB

medroxyprogesterone inj

mibelas chew tab

MIRENA IUD

NATAZIA TAB

necon tab

necon tab 1-50

norethindrone tab

NORINYL TAB 1-50

nortrel tab

NUVARING

OGESTREL TAB

PARAGARD IUD

PLAN B TAB

SLYND TAB

sprintec 28 tab

TODAY SPONGE

tri-legest tab

tri-nessa (LO) tab

vcf vaginal gel

wymzya FE tab

XULANE PATCH

DIAGNOSTIC PRODUCTS

ACCU-CHEK AVIVA PLUS METER

ACCU-CHEK AVIVA PLUS TEST STRIP

ACCU-CHEK GUIDE CARE METER

ACCU-CHEK GUIDE ME KIT

ACCU-CHEK GUIDE TEST STRIP

ACCU-CHEK NANO METER

ACCU-CHEK SMARTVIEW TEST STRIP

ACCU-CHEK TEST STRIP

CALIBRATION LIQUID

CLINISTIX TEST STRIP

DEXCOM G6 RECEIVER

DEXCOM G6 SENSOR

DEXCOM G6 TRANSMITTER

DIABETIC PUMP

FREESTYLE FREEDOM LITE METER

FREESTYLE INSULINX METER

FREESTYLE INSULINX TEST STRIP

FREESTYLE LIBRE RECEIVER

FREESTYLE LIBRE SENSOR (10-DAY)

FREESTYLE LIBRE SENSOR (14-DAY)

FREESTYLE LITE METER

FREESTYLE LITE TEST STRIP

FREESTYLE PRECISION NEO METER

FREESTYLE PRECISION NEO TEST STRIP

FREESTYLE TEST STRIP

KETO-DIASTIX TEST STRIP

KETOSTIX

LANCET DEVICE

LANCET KIT

LANCETS

OMNIPOD 5 PACK PODS

OMNIPOD DASH PODS

OMNIPOD STARTER KIT

PRECISION XTRA KETONE TEST STRIP

PRECISION XTRA METER

PRECISION XTRA TEST STRIP

PUMP SUPPLIES

V-GO INJ KIT

DIURETICS

acetazolamide ER cap

acetazolamide tab

ALDACTAZIDE TAB 50-50MG

amiloride tab

amiloride/hydrochlorothiazide tab

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



bumetanide tab
CHLOROTHIAZIDE TAB
CHLORTHALIDONE TAB
DIURIL SUSP
ethacrynic tab
FUROSEMIDE SOLN
furosemide tab
hydrochlorothiazide cap
hydrochlorothiazide tab
indapamide tab
methazolamide tab
METHYCLOTHIAZIDE TAB
metolazone tab
spironolactone tab
spironolactone/hydrochlorothiazide tab
torsemide tab
triamterene cap
triamterene/hydrochlorothiazide cap
TRIAMTERENE/
HYDROCHLOROTHIAZIDE CAP 50-25mg
triamterene/hydrochlorothiazide tab

ENDOCRINE AND METABOLIC AGENTS - MISC.

ALENDRONATE SOLN
alendronate tab
ALENDRONATE TAB 40MG
calcitonin nasal spray
etidronate disodium tab 200mg
ETIDRONATE DISODIUM TAB 400MG
FORTEO INJ
FORTICAL NASAL SPRAY
FOSAMAX+D TAB
ibandronate tab 150mg
MIACALCIN INJ
NATPARA INJ
risedronate DR tab

risedronate tab
SKELID TAB
TYMLOS INJ

HEMATOLOGICAL AGENTS - MISC.

anagrelide cap
aspirin/dipyridamole cap
BRILINTA TAB
CABLIVI INJ KIT
cilostazol tab
clopidogrel tab 75mg
dipyridamole tab
pentoxifylline ER tab
prasugrel tab
TICLOPIDINE TAB
ZONTIVITY TAB

LAXATIVES

CLENPIQ SOLN
KRISTALOSE PACK
KRISTALOSE PACKET
lactulose soln
peg 3350/electrolytes soln
trilyte soln

MINERALS & ELECTROLYTES

FLUORABON SOLN
FLUOR-A-DAY CHEW TAB
GALZIN CAP
KLOR-CON M15 TAB
KLOR-CON POWDER PACKET 25MEQ
K-PHOS TAB
LURIDE CHEW TAB
LURIDE SOLN
phospha 250 neutral tab
POT/CHLORIDE EFFER TAB
potassium bicarbonate effer tab
potassium chloride effer tab
potassium chloride ER cap

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



POTASSIUM CHLORIDE ER TAB
 potassium chloride micro tab
 potassium chloride powder packet
 potassium chloride soln
 sodium fluoride chew tab
 SODIUM FLUORIDE LOZENGE
 sodium fluoride soln
 SODIUM FLUORIDE TAB
 zinc sulfate cap

MOUTH/THROAT/DENTAL AGENTS

chlorhexidine gluconate soln
 PREVIDENT 5000 PLUS CREAM
 PREVIDENT GEL
 PREVIDENT PASTE
 PREVIDENT RINSE
 sodium fluoride cream
 sodium fluoride gel
 sodium fluoride paste
 sodium fluoride rinse
 sodium fluoride/potassium nitrate
 paste
 triamcinolone in orabase paste

SMOKING CESSATION

bupropion SR tab
 CHANTIX PAK
 CHANTIX TAB
 NICODERM PATCH
 NICORETTE GUM
 NICORETTE LOZENGE
 nicotine gum
 NICOTINE KIT
 nicotine lozenge
 nicotine patch
 NICOTROL INHALER
 NICOTROL NASAL SPRAY

ZYBAN TAB

VACCINES

ADACEL/BOOSTRIX INJ
 AFLURIA INJ
 AFLURIA INJ, FLUZONE INJ
 BEXSERO INJ
 CERVARIX INJ
 ENGERIX-B INJ
 ENGERIX-B INJ, RECOMBIVAX-HB INJ
 FLUAD INJ
 FLUBLOK INJ
 FLUBLOK QUAD PF INJ
 FLUCELVAX INJ
 FLUCELVAX QUAD INJ
 FLULAVAL QUAD INJ, FLUZONE QUAD
 INJ
 FLUMIST QUADRIVALENT NASAL SUSP
 FLUVIRIN INJ
 FLUVIRIN PF INJ
 FLUZONE HIGH DOSE PF INJ
 FLUZONE INTRADERMAL INJ
 FLUZONE QUAD INJ
 FLUZONE/FLUARIX QUAD INJ
 GARDASIL 9 INJ
 GARDASIL INJ
 HAVRIX INJ, VAQTA INJ
 HEPLISAV-B INJ
 MENACTRA INJ
 MENHIBRIX INJ
 MENOMUNE INJ
 MENVEO INJ
 M-M-R II INJ
 PNEUMOVAX INJ
 PREVNAV 13 INJ
 SHINGRIX INJ

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



TETANUS/DIPHTHERIA TOXOID INJ

TRUMENBA INJ

TWINRIX INJ

VARIVAX INJ

VIVOTIF CAP

ZOSTAVAX INJ

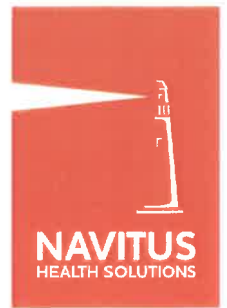
VITAMINS

PRENATAL VITAMINS (NON-PREFERRED)

PRENATAL VITAMINS (PRENATAL PLUS,

PREPLUS, PRENAPLUS)

-
- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



High Deductible Health Plan *Expanded Preventive Drug List*

Updated October 2019

Your employer is making an effort to reduce your health care costs by giving you tools to help you stay healthy and productive. Below are the medications your employer has chosen to be included in the High Deductible Health Plan Preventive Drug list described in detail in your benefit plan. These medications help protect against or manage some high risk medical conditions. Taking these medications as directed by your prescriber can help avoid serious health problems. That may mean fewer doctor visits and hospitalizations, reducing your total health care costs.

In the drug list below, generic drugs are shown in lowercase type. Brand name drugs are shown in uppercase type.

ANTIANGINAL AGENTS

DILATRATE SR CAP
ISOSORBIDE DINITRATE ER TAB
isosorbide dinitrate SL tab
isosorbide dinitrate tab
ISOSORBIDE DINITRATE TAB 30MG
ISOSORBIDE DINITRATE TAB 40MG
isosorbide mononitrate ER tab
isosorbide mononitrate tab
NITRO-BID OINT
NITRO-DUR PATCH 0.3MG/HR, 0.8MG/HR
NITROGLYCERIN ER CAP
nitroglycerin lingual spray
nitroglycerin patch
nitroglycerin SL tab
nitroglycerin SR cap
NITROMIST SPRAY
ranolazine tab

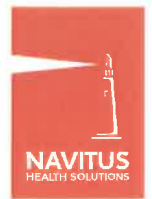
ANTIARRHYTHMICS

amiodarone tab
disopyramide cap
disopyramide ER cap
dofetilide cap
flecainide tab
MEXILETINE CAP
MULTAQ TAB
NORPACE CR CAP
propafenone ER cap
propafenone tab
quinidine gluconate CR tab
QUINIDINE SULFATE ER TAB
QUINIDINE SULFATE TAB

ANTIASTHMATIC AND BRONCHODILATOR AGENTS

ADVAIR DISKUS INHALER
ADVAIR HFA INHALER
albuterol neb soln

- Note: The list is subject to change and not all drugs listed may be covered on your formulary. Please refer to your Navitus formulary for a complete list of covered products.



albuterol sulfate ER tab
albuterol sulfate syrup
albuterol sulfate tab
ALBUTEROL TAB ER
albuterol/ipratropium neb soln
aminophylline tab
ANORO ELLIPTA INHALER
ARNUITY ELLIPTA INHALER
ASMANEX HFA INHALER
ASMANEX INHALER
ATROVENT HFA INHALER
BREO ELLIPTA INHALER
BROVANA NEB SOLN
budesonide inh susp
COMBIVENT INHALER
COMBIVENT RESPIMAT INHALER
cromolyn neb soln
DULERA INHALER
ELIXOPHYLLIN ELIXIR
FLOVENT DISKUS INHALER
FLOVENT HFA INHALER
FLUTICASONE/SALMETEROL INHALER
FORADIL AEROLIZER
INCRUSE ELLIPTA INHALER
ipratropium neb soln
LEVALBUTEROL INHALER, XOPENEX HFA
INHALER
levalbuterol neb soln
LONHALA MAGNAIR SOLN
LUFYLLIN TAB
METAPROTERENOL SYRUP
METAPROTERENOL TAB
montelukast chew tab
montelukast granule pack
montelukast tab

PERFOROMIST NEB SOLN
SEREVENT DISKUS INHALER
SPIRIVA RESPIMAT INHALER 1.25MCG/
ACT
STIOLTO INHALER
STRIVERDI RESPIMAT INHALER
terbutaline sulfate tab
THEO-24 CAP
THEOCHRON TAB
theophylline CR tab
theophylline ER tab
theophylline soln
TRELEGY ELLIPTA INHALER
VENTOLIN HFA INHALER
zafirlukast tab
ZYFLO TAB

ANTICOAGULANTS

ELIQUIS TAB, ELIQUIS STARTER PACK
enoxaparin inj
fondaparinux inj
FRAGMIN INJ
PRADAXA CAP
warfarin tab
XARELTO STARTER PACK
XARELTO TAB

ANTICONVULSANTS

BANZEL SUSP
BANZEL TAB
carbamazepine chew tab
carbamazepine ER cap
carbamazepine ER tab
carbamazepine susp
carbamazepine tab
CELONTIN CAP
clobazam tab

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



clonazepam ODT
clonazepam tab
DIASTAT RECTAL GEL, DIAZEPAM RECTAL GEL
DILANTIN CAP 30MG
divalproex ER tab
divalproex sodium DR tab
divalproex sprinkle cap
EPIDIOLEX SOLN
ethosuximide cap
ethosuximide soln
felbamate susp
felbamate tab
gabapentin cap
gabapentin soln
gabapentin tab
LAMICTAL CHEW TAB 2MG
LAMICTAL ODT KIT, LAMICTAL XR KIT
lamotrigine chew tab
lamotrigine ER tab
lamotrigine ODT
lamotrigine ODT kit
lamotrigine tab
levetiracetam ER tab
levetiracetam soln
levetiracetam tab
oxcarbazepine susp
oxcarbazepine tab
PEGANONE TAB
phenytoin cap
phenytoin chew tab
phenytoin susp
POTIGA TAB
POTIGA TAB 50MG
pregabalin cap

pregabalin soln
primidone tab
tiagabine tab
topiramate sprinkle cap
topiramate tab
valproic acid cap
valproic acid syrup
vigabatrin powder pack
vigabatrin tab
VIMPAT SOLN
VIMPAT TAB
zonisamide cap

ANTIDEPRESSANTS

amitriptyline tab
AMOXAPINE TAB
bupropion ER tab
bupropion tab
bupropion XL tab
citalopram soln
citalopram tab
clomipramine cap
desipramine tab
desvenlafaxine ER tab
doxepin cap
doxepin conc
duloxetine EC cap
EMSAM PATCH
escitalopram soln
escitalopram tab
fluoxetine cap
fluoxetine soln
fluoxetine tab
fluvoxamine ER cap
fluvoxamine tab
imipramine pamoate cap

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



imipramine tab
MAPROTILINE TAB
MARPLAN TAB
mirtazapine ODT
mirtazapine tab
NEFAZODONE TAB
nefazodone tab 50mg, 250mg
nortriptyline cap
nortriptyline oral soln
NORTRIPTYLINE SOLN
OLEPTRO TAB
paroxetine ER tab
paroxetine tab
PAXIL SUSP
phenelzine tab
protriptyline tab
sertraline conc
sertraline tab
tranlycypromine tab
trazodone tab
trimipramine cap
TRINTELLIX TAB
venlafaxine ER cap
venlafaxine tab

ANTIDIABETICS

acarbose tab
ACTOPLUS MET XR TAB
AVANDAMET TAB
AVANDARYL TAB
AVANDIA TAB
B-D INSULIN SYRINGE
B-D PEN NEEDLE
BYDUREON BCISE AUTO INJ
BYDUREON INJ
BYDUREON PEN INJ

BYETTA INJ
CHLORPROPAMIDE TAB
CYCLOSET TAB
DIABETA TAB
FARXIGA TAB
FIASP FLEXTOUCH INJ
FIASP INJ
FIASP PENFILL INJ
glimepiride tab
glipizide ER tab
glipizide tab
glipizide/metformin tab
GLUCAGEN HYPOKIT INJ
GLUCAGON INJ KIT
glyburide micronized tab
glyburide tab
glyburide/metformin tab
GLYXAMBI TAB
HUMULIN R INJ U-500
HUMULIN R U-500 KWIKPEN INJ
JANUMET TAB
JANUMET XR TAB
JANUVIA TAB
JARDIANCE TAB
JENTADUETO TAB
JENTADUETO XR TAB
KORLYM TAB
LANTUS INJ
LANTUS SOLOSTAR INJ
LEVEMIR FLEXTOUCH INJ
LEVEMIR INJ
metformin ER tab
metformin tab
miglitol tab
nateglinide tab

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



NOVOFINE PEN NEEDLE
 NOVOLIN INJ
 NOVOLOG FLEXPEN INJ
 NOVOLOG INJ
 NOVOLOG MIX FLEXPEN INJ
 NOVOLOG MIX INJ
 NOVOLOG PENFILL INJ
 NOVOTWIST PEN NEEDLE
 NOVOTWIST/NOVOFINE PEN NEEDLE
 OZEMPIC INJ
 pioglitazone tab
 PROGLYCEM SUSP
 PUMP SUPPLIES
 repaglinide tab
 RIOMET SOLN, METFORMIN SOLN
 SYNJARDY TAB
 SYNJARDY XR TAB 10-1000MG, 25-1000MG
 SYNJARDY XR TAB 5-1000MG, 12.5-1000MG
 tolazamide tab
 TOLBUTAMIDE TAB
 TOUJEO MAX SOLOSTAR INJ
 TOUJEO SOLOSTAR INJ
 TRADJENTA TAB
 TRESIBA FLEXTOUCH INJ
 TRESIBA INJ
 TRULICITY INJ
 VICTOZA INJ
 XIGDUO XR TAB 2.5-1000MG, 5-1000MG
 XIGDUO XR TAB 5-500MG, 10-500MG, 10-1000MG
 XULTOPHY INJ

ANTIHYPERTENSIVES

atorvastatin tab 10mg
 atorvastatin tab 20mg
 atorvastatin tab 40mg
 atorvastatin tab 80mg
 cholestyramine lite powder
 cholestyramine lite powder pack
 cholestyramine powder
 cholestyramine powder pack
 colesevelam pack
 colesevelam tab
 colestipol granule
 colestipol powder packet
 colestipol tab
 ezetimibe tab
 ezetimibe/simvastatin tab
 fenofibrate cap 67mg, 134mg, 200mg
 fenofibrate tab 48mg, 54mg, 145mg, 160mg
 fenofibric acid DR cap
 FENOFIBRIC TAB, FIBRICOR TAB
 fluvastatin cap
 fluvastatin ER tab
 gemfibrozil tab
 LIVALO TAB
 lovastatin tab
 niacin ER tab
 omega-3-acid ethyl esters cap
 pravastatin tab
 rosuvastatin tab 10mg
 rosuvastatin tab 20mg
 rosuvastatin tab 40mg
 rosuvastatin tab 5mg
 simvastatin tab
 VASCEPA CAP

ANTIHYPERTENSIVES

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



aliskiren tab
ALTACE TAB
amlodipine/benazepril cap
amlodipine/olmesartan tab
amlodipine/valsartan tab
amlodipine/valsartan/
hydrochlorothiazide tab
AMTURNIDE TAB
atenolol/chlorthalidone tab
benazepril tab
benazepril/hydrochlorothiazide tab
bisoprolol/hydrochlorothiazide tab
captopril tab
CAPTOPRIL/HYDROCHLOROTHIAZIDE
TAB
clonidine patch
clonidine tab
CORZIDE TAB 80-5MG
doxazosin tab
enalapril tab
enalapril/hydrochlorothiazide tab
EPANED PREMIXED SOLN
EPANED SOLN
eplerenone tab
fosinopril tab
fosinopril/hydrochlorothiazide tab
GUANABENZ TAB
guanfacine IR tab
hydralazine tab
irbesartan tab
irbesartan/hydrochlorothiazide tab
lisinopril tab
lisinopril/hydrochlorothiazide tab
losartan tab
losartan/hydrochlorothiazide tab

methyldopa tab
methyldopa/hydrochlorothiazide tab
metoprolol/hydrochlorothiazide tab
minoxidil tab
moexipril tab
MOEXIPRIL/HYDROCHLOROTHIAZIDE
TAB
nadolol/bendroflumethiazide tab
NEXICLON XR SUSP
NEXICLON XR TAB
olmesartan tab
olmesartan/hydrochlorothiazide tab
perindopril tab
phenoxybenzamine cap
prazosin cap
propranolol/hydrochlorothiazide tab
QBRELIS SOLN
quinapril tab
quinapril/hydrochlorothiazide tab
ramipril cap
RESERPINE TAB
TARKA TAB
TEKAMLO TAB
TEKTURNA HCT TAB
telmisartan tab
terazosin cap
trandolapril tab
trandolapril/verapamil ER tab
valsartan tab
valsartan/hydrochlorothiazide tab
VALTURNA TAB
**ANTINEOPLASTICS AND ADJUNCTIVE
THERAPIES**
abiraterone tab 250mg
anastrozole tab

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



bicalutamide tab
EMCYT CAP
ERLEADA TAB
exemestane tab
flutamide cap
letrozole tab
leuprolide inj
LUPRON DEPOT INJ
LYSODREN TAB
megestrol susp
megestrol tab
nilutamide tab
tamoxifen tab
toremifene tab
TRELSTAR INJ
XTANDI CAP

ANTIOBESITY

ADIPEX-P CAP
ADIPEX-P TAB
BELVIQ TAB
BELVIQ XR TAB
CONTRAVE TAB
LOMAIRA TAB
phentermine cap
phentermine tab
QSYMIA CAP

BETA BLOCKERS

acebutolol cap
atenolol tab
betaxolol tab
bisoprolol tab
BYSTOLIC TAB
carvedilol tab
FIRST ATENOLOL SOLN
FIRST METOPROLOL ORAL SOLN
labetalol tab

LEVATOL TAB
metoprolol ER tab
metoprolol tab
nadolol tab
pindolol tab
propranolol ER cap
PROPRANOLOL SOLN
propranolol tab
sotalol AF tab
sotalol tab
timolol maleate tab

CALCIUM CHANNEL BLOCKERS

amlodipine tab
CARDENE SR CAP
CARDIZEM LA TAB
COVERA-HS TAB
DILTIAZEM CAP
diltiazem ER cap
diltiazem ER tab
diltiazem tab
DYNACIRC CR TAB
felodipine ER tab
isradipine cap
nicardipine cap
nifedipine cap
nifedipine ER tab
nimodipine cap
nisoldipine ER tab
NISOLDIPINE ER TAB 25.5MG
VERAPAMIL CAP 100MG
VERAPAMIL ER CAP 300MG
verapamil SR cap
VERAPAMIL SR CAP 360mg
verapamil SR tab
verapamil tab
VERELAN PM ER CAP 100MG, 300MG

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.

**VERELAN SR CAP 360mg****CARDIAC GLYCOSIDES**

digoxin soln

digoxin tab

CARDIOVASCULAR AGENTS - MISC.

amlodipine/atorvastatin tab

ENTRESTO TAB

CONTRACEPTIVES

amethyst tab

apri tab

aranelle tab

aviane tab

CERVICAL CAP

cesia tab

CONCEPTROL GEL

CONTRACEPTIVE FILM

CONTRACEPTIVE FOAM

CONTRACEPTIVE GEL

CONTRACEPTIVE SUPP

cryselle tab

DEPO-PROVERA SC INJ 104MG

DIAPHRAGM

ELLA TAB

enpresse tab

FEMALE CONDOMS

gianvi tab, ocella tab

IMPLANON IMPLANT, NEXPLANON

IMPLANT

jolessa tab, amethia tab

junel FE tab

junel tab

kariva tab

kelnor tab

levonorgestrel tab

LEVONORGESTREL TAB 0.75MG

LO LOESTRIN TAB

LO MINASTRIN 24 FE CHEW TAB

LOESTRIN 24 FE TAB

medroxyprogesterone inj

mibelas chew tab

MIRENA IUD

mononessa tab

NATAZIA TAB

necon tab

necon tab 1-50

norethindrone tab

NORINYL TAB 1-50

nortrel tab

NUVARING

OGESTREL TAB

PARAGARD IUD

PLAN B TAB

TODAY SPONGE

tri-legest tab

tri-nessa (LO) tab

vcf vaginal gel

wymzya FE tab

XULANE PATCH

DIAGNOSTIC PRODUCTS

ACCU-CHEK AVIVA PLUS METER

ACCU-CHEK AVIVA PLUS TEST STRIP

ACCU-CHEK GUIDE CARE METER

ACCU-CHEK GUIDE ME KIT

ACCU-CHEK GUIDE TEST STRIP

ACCU-CHEK NANO METER

ACCU-CHEK SMARTVIEW TEST STRIP

ACCU-CHEK TEST STRIP

CALIBRATION LIQUID

CLINISTIX TEST STRIP

DEXCOM G6 RECEIVER

DEXCOM G6 SENSOR

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



DEXCOM G6 TRANSMITTER
 DIABETIC PUMP
 FREESTYLE FREEDOM LITE METER
 FREESTYLE INSULINX METER
 FREESTYLE INSULINX TEST STRIP
 FREESTYLE LIBRE RECEIVER
 FREESTYLE LIBRE SENSOR (10-DAY)
 FREESTYLE LIBRE SENSOR (14-DAY)
 FREESTYLE LITE METER
 FREESTYLE LITE TEST STRIP
 FREESTYLE PRECISION NEO METER
 FREESTYLE PRECISION NEO TEST STRIP
 FREESTYLE TEST STRIP
 KETO-DIASTIX TEST STRIP
 KETOSTIX
 LANCET DEVICE
 LANCET KIT
 LANCETS
 OMNIPOD 5 PACK PODS
 OMNIPOD DASH PODS
 OMNIPOD STARTER KIT
 PRECISION XTRA KETONE TEST STRIP
 PRECISION XTRA METER
 PRECISION XTRA TEST STRIP
 PUMP SUPPLIES
 V-GO INJ KIT

DIURETICS

acetazolamide ER cap
 acetazolamide tab
 ALDACTAZIDE TAB 50-50MG
 amiloride tab
 amiloride/hydrochlorothiazide tab
 bumetanide tab
 CHLOROTHIAZIDE TAB
 CHLORTHALIDONE TAB
 DIURIL SUSP

ethacrynic tab
 FUROSEMIDE SOLN
 furosemide tab
 hydrochlorothiazide cap
 hydrochlorothiazide tab
 indapamide tab
 methazolamide tab
 METHYCLOTHIAZIDE TAB
 metolazone tab
 spironolactone tab
 spironolactone/hydrochlorothiazide tab
 torsemide tab
 triamterene cap
 triamterene/hydrochlorothiazide cap
 TRIAMTERENE/HYDROCHLOROTHIAZIDE
 CAP 50-25mg
 triamterene/hydrochlorothiazide tab

ENDOCRINE AND METABOLIC AGENTS - MISC.

ALENDRONATE SOLN
 alendronate tab
 ALENDRONATE TAB 40MG
 calcitonin nasal spray
 etidronate disodium tab 200mg
 ETIDRONATE DISODIUM TAB 400MG
 FORTEO INJ
 FORTICAL NASAL SPRAY
 FOSAMAX+D TAB
 ibandronate tab 150mg
 MIACALCIN INJ
 NATPARA INJ
 risedronate DR tab
 risedronate tab
 SKELID TAB
 TYMLOS INJ

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.

**GOUT AGENTS**

allopurinol tab
colchicine/probenecid tab
febuxostat tab
MITIGARE CAP
probenecid tab

HEMATOLOGICAL AGENTS - MISC.

anagrelide cap
aspirin/dipyridamole cap
BRILINTA TAB
cilostazol tab
clopidogrel tab 75mg
dipyridamole tab
pentoxifylline ER tab
prasugrel tab
TICLOPIDINE TAB
ZONTIVITY TAB

LAXATIVES

CLENPIQ SOLN
KRISTALOSE PACK
KRISTALOSE PACKET
lactulose soln
peg 3350/electrolytes soln
trilyte soln

MINERALS & ELECTROLYTES

FLUORABON SOLN
FLUOR-A-DAY CHEW TAB
GALZIN CAP
KLOR-CON M15 TAB
KLOR-CON POWDER PACKET 25MEQ
K-PHOS TAB
LURIDE CHEW TAB
LURIDE SOLN
phospha 250 neutral tab
POT/CHLORIDE EFFER TAB
potassium bicarbonate effer tab

potassium chloride effer tab
potassium chloride ER cap
POTASSIUM CHLORIDE ER TAB
potassium chloride micro tab
potassium chloride powder packet
potassium chloride soln
sodium fluoride chew tab
SODIUM FLUORIDE LOZENGE
sodium fluoride soln
SODIUM FLUORIDE TAB
zinc sulfate cap

MOUTH/THROAT/DENTAL AGENTS

chlorhexidine gluconate soln
PREVIDENT 5000 PLUS CREAM
PREVIDENT GEL
PREVIDENT PASTE
PREVIDENT RINSE
sodium fluoride cream
sodium fluoride gel
sodium fluoride paste
sodium fluoride rinse
sodium fluoride/potassium nitrate paste
triamcinolone in orabase paste

PSYCHOTHERAPEUTIC COMBINATION AGENTS

chlordiazepoxide/amitriptyline tab
olanzapine/fluoxetine cap
PERPHENAZINE/ AMITRIPTYLINE TAB

SMOKING CESSATION

bupropion SR tab
CHANTIX PAK
CHANTIX TAB
NICODERM PATCH
NICORETTE GUM
NICORETTE LOZENGE

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.



nicotine gum
NICOTINE KIT
nicotine lozenge
nicotine patch
NICOTROL INHALER
NICOTROL NASAL SPRAY
ZYBAN TAB

THYROID AGENTS

ARMOUR THYROID TAB, NATURE THROID TAB
liothyronine tab
methimazole tab
np thyroid tab
propylthiouracil tab
SYNTHROID TAB
THYROLAR TAB

VACCINES

ADACEL/BOOSTRIX INJ
AFLURIA INJ
AFLURIA INJ, FLUZONE INJ
BEXSERO INJ
CERVARIX INJ
ENERGIX-B INJ
ENERGIX-B INJ, RECOMBIVAX-HB INJ
FLUAD INJ
FLUBLOK INJ
FLUBLOK QUAD PF INJ
FLUCELVAX INJ
FLUCELVAX QUAD INJ
FLULAVAL QUAD INJ, FLUZONE QUAD INJ
FLUMIST QUADRIVALENT NASAL SUSP
FLUVIRIN INJ
FLUVIRIN PF INJ
FLUZONE HIGH DOSE PF INJ
FLUZONE INTRADERMAL INJ

FLUZONE QUAD INJ
FLUZONE/FLUARIX QUAD INJ
GARDASIL 9 INJ
GARDASIL INJ
HAVRIX INJ, VAQTA INJ
HEPLISAV-B INJ
MENACTRA INJ
MENHIBRIX INJ
MENOMUNE INJ
MENVEO INJ
M-M-R II INJ
PNEUMOVAX INJ
PREVNAR 13 INJ
SHINGRIX INJ
TETANUS/DIPHtheria TOXOID INJ
TRUMENBA INJ
TWINRIX INJ
VARIVAX INJ
VIVOTIF CAP
ZOSTAVAX INJ

VITAMINS

PRENATAL VITAMINS (NON-PREFERRED)
PRENATAL VITAMINS (PRENATAL PLUS, PREPLUS, PRENAPLUS)

- Note: The list is subject to change. Please always refer to your Navitus formulary for a complete list of covered products.

COCHISE COUNTY

**COCHISE COMBINED TRUST
PROPOSED BENEFITS & RATES
FY 2020/2021**

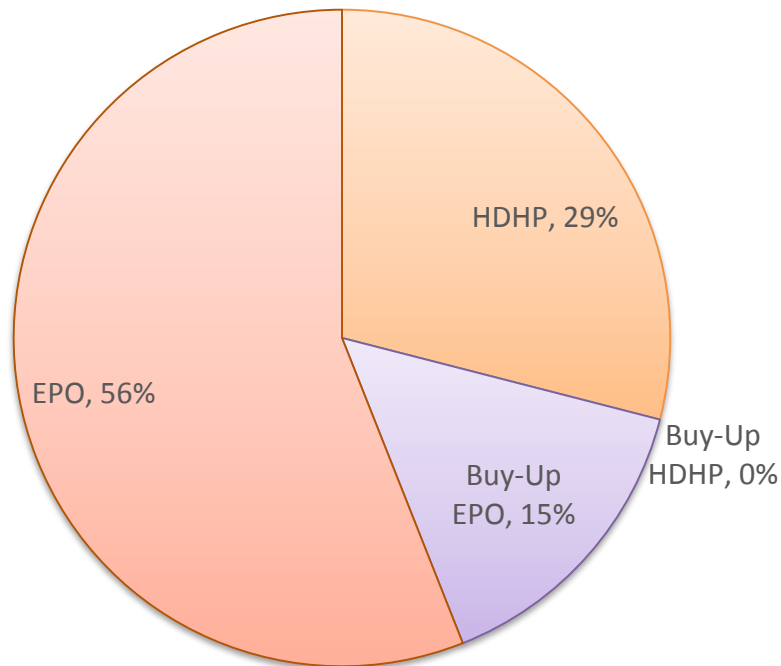
March 10, 2020



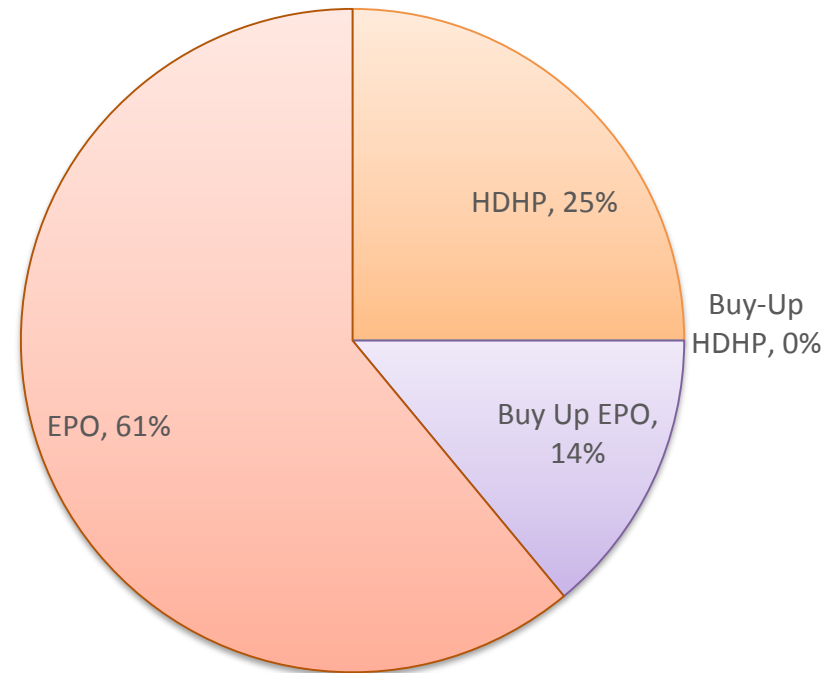
Public Programs...Personal Service

PLAN TYPE ENROLLMENT

July 2019-January 2020

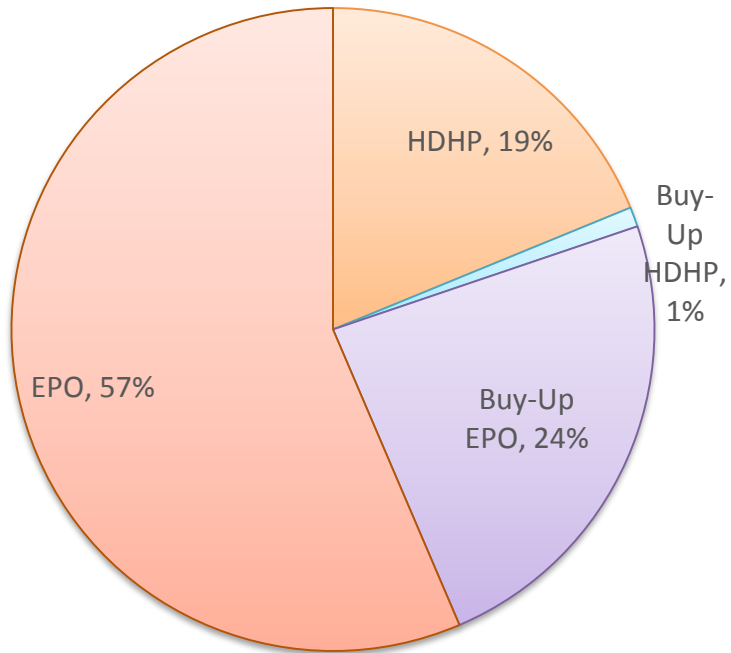


2018/2019

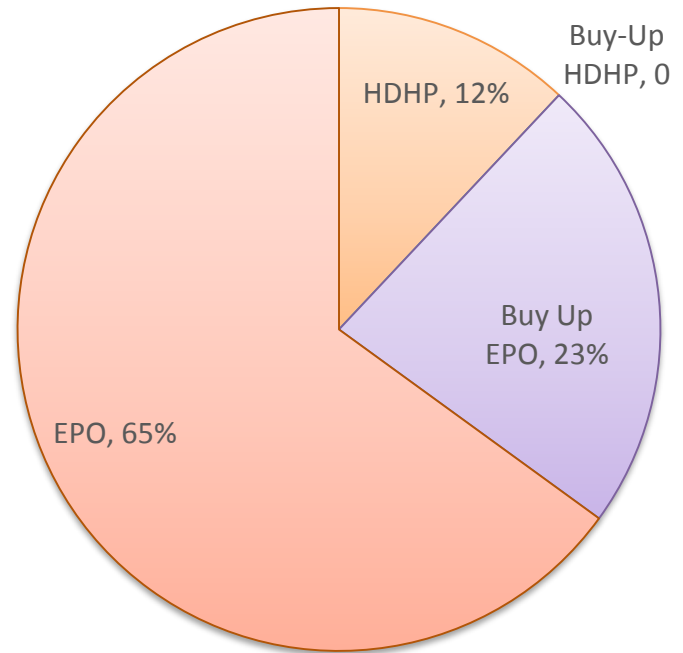


MEDICAL/RX CLAIMS

July 2019-January 2020



2018/2019



ACROSS THE BOARD CHANGES

- **Mental Health Parity Exemption Removed**
 - Inpatient limit of 30 days per plan year removed
 - 60 days inpatient lifetime limit removed
- **Coverage for Medical Food with Precertification Added**
- **Increased Compression Stockings to 3 per Prescribed Limb per Plan Year**
 - Limit was 1 for each leg, plus one extra.
- **Rx Copay Maximum Program Added**



HDHP AND HDHP BUY-UP CHANGES

- **Qualified Safe Harbor Medications with Zero Cost Sharing Added**
- **Employee spouses enrolled in plan will be eligible for up to \$500 contribution for participation in wellness clinics.**



HDHP AND HDHP BUY-UP CHANGES

- **Transfer of up to \$500 from PTO hours to HSA will now occur twice per year (July and December).**
- **New plan enrollees will be able to transfer up to \$1,000 worth of PTO to HAS upon enrollment, but will not be able to transfer again in the same plan year.**

ZERO RATE INCREASE



EPO PLAN CHANGES

- **3% Rate Increase**
 - *Recommendation: County absorb entire rate increase of approximately \$8,211.48 for employees only; Not retirees.*



COCHISE COUNTY

3% Increase - EPO

County	EO (185)	ES (65)	EC (83)	EF (57)
New Rate	\$590.76	\$1037.74	\$866.12	\$1,260.33
Old Rate	\$588.97	\$1036.00	\$864.78	\$1,258.07
Difference	\$1.79	\$1.74	\$1.34	\$2.26
	RO (6)	RS (0)	RC (0)	RF (0)
New Rate	\$853.14	\$1,509.09	\$1,238.91	\$1,858.57
Old Rate	\$850.73	\$1,506.23	\$1,236.69	\$1,854.50
Difference	\$2.41	\$2.86	\$2.22	\$3.69



EPO PLAN CHANGES

- **Maximum Medical Out of Pocket Increased from \$4,500 per Plan Participant to \$6,000 per Plan Participant and includes Rx MOOP**
 - Rx MOOP was \$3,650



EPO BUY-UP PLAN CHANGES

- **5.7% Rate Increase**
 - *Recommendation: Entire rate increase paid by employees and retirees enrolled in plan.*



5.7% Increase – EPO Buy-Up

County	EO (64)	ES (15)	EC (18)	EF (6)
New Rate	\$623.44	\$1,096.09	\$913.33	\$1,333.12
Old Rate	\$612.65	\$1078.27	\$899.00	\$1310.80
Difference	\$10.79	\$17.82	\$14.33	\$22.32
	RO (1)	RS (1)	RC	RF
New Rate	\$902.84	\$1,598.02	\$1,310.31	\$1,970.20
Old Rate	\$886.73	\$1,530.66	\$1,288.42	\$1,935.76
Difference	\$16.11	\$27.36	\$21.89	\$34.44

EPO BUY-UP PLAN CHANGES

- **Maximum Medical Out of Pocket Increased from \$2,000 per Plan Participant to \$4,500 per Plan Participant and Includes Rx MOOP**
 - Plan Participant Rx MOOP alone was \$3,850
- **Maximum Medical Out of Pocket for Family Increased from \$6,000 to \$11,000 and Includes Rx MOOP**
 - Family Rx MOOP was \$7,700



ADMINISTRATIVE FEES – COUNTY SHARE

Provider	Old Fee	New Fee	Increase or Decrease	Annual Budget
BCBS AZ	\$14.50	\$15.00	\$4,530	\$135,900
Navitus (RFP)	\$4.53	\$3.75	(\$7,067)	\$33,975
ECA Pool Admin.	\$9.50	\$10.00	\$4,530	\$90,600
Wellness Admin.	\$3.50	\$4.50	\$9,060	\$40,770
Auditor (RFP)	\$0.54	\$0.65	(\$544)	\$4,349



NOTEWORTHY

- **The Trust will be issuing an RFP to compare costs and services provided by Erin Collins and Associates against other benefit consulting firms.**
- **Central Arizona College will join the Trust effective July 1, 2020.**



Action 12.
Procurement

Regular Board of Supervisors Meeting

Meeting Date: 03/10/2020
Scope of Services for Douglas Port of Entry Utility Engineering Study
Submitted By: Sharon Gilman, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

NAME of PRESENTER: Sharon Gilman
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: Associate County Administrator
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of Contract 20-24-BOS-03 to Stantec Consulting Services, Inc. to conduct an eight-month Master Plan Utility Engineering Study for the proposed site of the Douglas, Arizona Port of Entry in the amount of \$265,000.02, effective March 10, 2020.

Background:

On April 9, 2019, the County Board of Supervisors ("Board") adopted resolution 19-09 supporting a two-port solution in Douglas to enhance commercial opportunities related to cross-border trade. The County is invested with local, State and Federal stakeholders, including the General Services Administration (GSA), to build a new commercial port of entry on James Ranch Road. To that end, the County must demonstrate to these stakeholders and the public the return on this building investment. The engineering plan will provide detailed, multi-layer analyses, estimates, and recommendations to expand current City of Douglas water and wastewater services to the proposed Port of Entry, with the potential for ancillary services and growth. In addition, the Board will use the engineering plan to support applications for alternative funding resources for this major project

Department's Next Steps (if approved):

Staff will coordinate the project with the Vendor and other local government entities.

Impact of NOT Approving/Alternatives:

The Engineering Study demonstrates the County's commitment in making a return on the GSA's investment to build a new port of entry. Without the study, federal stakeholders may question the ability of the local area to capitalize on this economic development opportunity.

To BOS Staff: Document Disposition/Follow-Up:

Provide signed agreement to Procurement for further action with Vendor.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☐

Amount Available: 265,000.02

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2020

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Budgeted item within the Board of Supervisors Strategic Plan.

Attachments

Utility Engineering Study Scope of Services

Stantec RFSQ Proposal

Award Letter

Terms And Conditions



Stantec Consulting Services Inc.
3133 West Frye Road, Suite 300, Chandler, Arizona 85226

February 27, 2020
File: 204282000

Attention: Anne Coppola
Contract Administrator
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, AZ 85603

Dear Ms. Coppola,

Reference: Master Plan Utility Engineering – Douglas, Arizona Port of Entry - Scope of Services

Stantec Consulting Services Inc. (Stantec) is pleased to submit this scope of services and fee to prepare a master plan for utility for the Douglas Port of Entry. It is our understanding this work will be completed under a Professional Services Agreement. The following scope of services summarizes our understanding of the requirements for this project. Stantec will perform work as necessary to prepare the master plan for utility. This scope of services is based on the scope of work provided under 20-24-BOS-03 and the meeting held on February 5, 2020 at Cochise County's offices in Bisbee, Arizona. The goals stated by scope of work and during that meeting are summarized as follows:

- Understand the current City of Douglas water and wastewater infrastructure, its capability and capacity limitations
- Provide cost/benefit scenarios to support system upgrades for expansion to the current US Border Patrol station and proposed commercial Port of Entry site
- Provide cost/benefit analysis to expand the infrastructure to Cochise College
- Provide cost/benefit analysis to expand the infrastructure to Bisbee Douglas International Airport
- Provide life cycle and expanded infrastructure analysis for the current population
- Provide life cycle and expanded infrastructure analysis for population growth ranges to ensure system reliability and long-term investment
- Provide commercial and residential zoning growth capabilities for outward expansion
- Provide funding opportunity analysis and economic impact analysis for the projects
- Explain how modernizing and expanding the system reduces inefficiencies, promotes water conservation, and generates savings
- Provide funding options for infrastructure projects

See attached Exhibit A for the Professional Services Agreement for Scope of Work and Exhibit B for the Fee Proposal.

Please review and call if you have any questions or concerns.

Regards,

Stantec Consulting Services Inc.

Colleen M. Ruiz P.E., MPA, CFM
Principal
Phone: 480-687-6014
Colleen.Ruiz@stantec.com

Krishna Anantuni PE
Principal
Phone: 480-687- 6289
Krishna.Anantuni@stantec.com

EXHIBIT A
Professional Services Agreement Scope of Work
COCHISE COUNTY
MASTER PLAN UTILITY ENGINEERING – DOUGLAS, ARIZONA PORT OF ENTRY
PROJECT NO. 20-24-BOS-03
SCOPE OF WORK

1. DESIGN STANDARDS

The following standards will be applicable to this project:

- Arizona Administrative Code, Title 18, Chapter 9
- Cochise County Subdivision Regulations, 2019 Edition
- Cochise County Road Design and Construction Standards and Specifications for Public Improvements
- Cochise County Comprehensive Plan, 2015
- Federal GSA Standards as applicable for the Port of Entry

2. PROJECT ADMINISTRATION

The following information is a general description of the engineering services required for this project. The services listed may include, but are not limited to, the following:

100 Series Tasks: General Project Administration

Task 101: Project Meetings

Engineer will conduct project meetings to discuss the progress, direction and technical aspects of the project. Project documentation will consist of preparing and distributing meeting agendas and minutes, and monthly reports. Meeting minutes will summarize key discussions, comments, decisions, and any action items required. The monthly project reports will summarize the monthly work progress, project issues, and project schedule status.

Meetings included in this scope of work include two milestone meetings with Cochise County, as well as, monthly Skype Meetings to update progress and coordinate.

Assumptions

- Skype or conference calls will be utilized for most meetings to communicate effectively and minimize travel costs.
- Two in-person milestone meetings are assumed
- Public meetings are not included in the scope of this project but may be added under General Allowances based of scoping meeting.

Deliverables

- Meeting Agendas
- Meeting Minutes
- Graphics, figures, plans, notes and details necessary for meeting discussion

Task 102: Project Coordination

The project manager will coordinate with engineering team and Cochise County staff to ensure the County's goals are being met and share progress and findings.

Assumptions

- This process will require approximately eight months of coordination
- Cochise County representatives will be responsive and provide feedback

Deliverables

- None

Task 103: Project Schedule

The project engineer shall develop and maintain a comprehensive project schedule reflecting investigation of existing facilities, engineering analysis, potential routes, and costs. The engineer will include anticipated meetings in the project schedule. The schedule shall be developed in a work breakdown structure format identifying key project tasks and deliverable milestones. The schedule shall be prepared utilizing Microsoft Project and shall be updated and provided to the County monthly to be reviewed at progress meetings.

Assumptions

- Cochise County will review and approve project schedule

Deliverables

- Initial Project schedule (Microsoft Project and Adobe PDF formats)
- Monthly updates to Project schedule (Microsoft Project and Adobe PDF formats)

Task 104: Quality Assurance / Quality Control

The engineer will be responsible for providing Quality Assurance/Quality Control (QA/QC) of all engineering designs, analyses and deliverables prepared for the project. Engineer shall utilize our established format that has been used on other projects. Information regarding procedure and copies of documentation is available to the Cochise County upon request. As part of the QA/QC plan Stantec will:

- Confirm appropriate standard operating procedures and standards of care are used
- Check analyses, calculations, underlying data, methodologies, and models
- Coordinate multi-disciplinary and subconsultant reviews
- Sign, stamp, or seal final deliverables

Quality checks and reviews will be documented to the project file as a required part of the project's QA/QC plan. The QA of subcontractor produced documentation involves ensuring that the work produced by the subcontractor meets the industry standard for care, as well as, the satisfies the project scope of work and is coordinated with Stantec's work.

200 Series Tasks: Investigation

Task 201: Acquire and Analyze Existing Capability and Capacity Limitations

Engineer will request, obtain, and review available relevant background information from the project provided by Cochise County and the City of Douglas, including, but not limited to:

- Cochise County provided LIDAR topography of Douglas, AZ

- Cochise County Water and Sewer GIS information for Douglas, AZ
- Well data within Douglas including water quality when available
- Douglas Waste/Water Treatment Facility - as-builts and design reports
- Cochise College existing ponds – maintenance costs, history, as-builts
- US Border Patrol well data, water as-builts, sewer as-builts, water quality data, effluent data, water and wastewater permits, etc.
- Bisbee Douglas International Airport well data, water as-builts, sewer as-builts, water quality data, effluent data, water and wastewater permits, etc.
- Data gaps that may exist will be identified and options for filling those gaps will be provided.

Assumptions

- Stantec shall be entitled to reasonably rely upon the information and data provided or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.

Deliverables

- Relevant finding will be included in the engineering report.
- Data gaps will be noted and included in the engineering report.

Task 202: Determine Facilities to be Constructed

Engineer will collect and analyze the existing City of Douglas water and wastewater infrastructure systems to determine the potential for expansion. In addition, Engineer will determine the water demand and sewage flow from the current City of Douglas utility systems, the US Border Patrol Facility, Cochise College, and Bisbee Douglas International Airport (BDIA).

Assumptions

- The existing design reports and data provided is accurate and current

Deliverables

- Progress Updates
- Engineering Report

Task 203: Define Flows and Demand of New Facilities

Engineer will define the anticipated water demands and sewage flows for the new Port of Entry facility. This will have to consider the new full-time employees, commercial support businesses, additional population and residences to support the new facility, and the crossing traffic.

Assumptions

- In the absence of detailed design data, Engineer will use data from other ports of entry in the area to estimate demands and flows.

Deliverables

- Progress Updates
- Engineering Report

Task 204: Determine Potential Other Flows

Installing new water and sewer utilities could allow existing development to connect to the new utilities. In addition, new water and sewer utilities could encourage development along these alignments that might



then require connection. In coordination with Cochise County and City of Douglas staff, Engineer will evaluate existing and potential future development along the new corridors to identify potential additional flows along the proposed utility alignments.

Assumptions

- Coordination with the Cochise County and City of Douglas to understand the existing and planned utility needs of the community along the alignments will drive this task.

Deliverables

- Progress Updates
- Engineering Report

Task 205: Determine Ultimate Flows & Demands

Based on Cochise County's growth projections and flow data estimated in Sections 202, 203, and 204, Engineer will calculate current and projected water and wastewater demand and proposed full buildout conditions. This data will be used to determine required proposed water distribution, sewage collection, and treatment system infrastructure sizing.

Assumptions

- Accuracy of economic analysis for growth is based off data inputs and assumptions that can change over time and with circumstances.

Deliverables

- Progress Updates
- Engineering Report

Task 206: Provide Potential Routing Options for Utility Services to US Border Patrol, Port of Entry, Cochise College, and Bisbee-Douglas International Airport

Engineer will analyze and identify up to three utility alignment options and identify constraints such as land ownership, crossing conflicts, grade, etc. that affect cost, schedule, and constructability to serve the new Port of Entry, Cochise College, the Border Patrol Facility and BDIA.

Assumptions

- Stantec will provide alignment options and ownership data to Cochise County staff for coordination and assessment.

Deliverables

- Progress Updates
- Engineering Report

Task 207: Review Potential Site for On-site Facilities

The proposed Port of Entry site will be analyzed to identify on-site utility facility options based on water quality, grade, and cost/maintenance of potential stand-alone water and sewer systems.

Assumptions

- Cochise County is open to considering onsite solutions as an upfront infrastructure costs savings option

Deliverables

- Progress Updates

- Engineering Report

300 Series Tasks: Engineering Analysis and Report Preparation

Task 301: Assess Water and Sewer Options

Engineer will evaluate sewer and water service options for each proposed location. Options will include connecting the existing facilities to the existing or expanded City of Douglas facilities, on-site systems, or a combination of these options. Adding or connecting wells to a central water supply system will be considered. Adding lift stations to connect facilities to the existing wastewater treatment system will be compared to gravity options and to on-site treatment options.

Task 302: Determine Capacity/Constraints of Utility Systems

Engineer will provide high-level analysis of the existing water and sewer infrastructure within the City of Douglas to determine to capacity and constraints of the existing utility system based on data provided by the City.

Task 303: Determine Required Upgrades to Douglas Utility Systems (if applicable)

Engineer will analyze Douglas's current utility systems capacity to determine if upgrades are needed to accommodate the new Port of Entry and additional services. Engineer will provide options to provide required capacity increases based on water demands and sewer flows calculated in Task 200 Investigation.

Task 304: Determine Land Needs at Port of Entry for on-site Components of Utilities

Engineer will assess proposed Port of Entry on-site options for water supply and wastewater treatment. This assessment will consider short term cost benefits versus long term benefits of connecting to the City of Douglas or centralized treatment facilities.

Task 305: Preliminary Hydraulic Analysis to size Pipe, Pump Stations, and Storage

The Engineer will complete hydraulic analysis based on flow data. The analysis will consider the various options for connection and lift station locations. The analysis will also review the potential impacts from diurnal flows and storm flows if data is available, as well as any future developments that will affect flows. If data is not available, Engineer will note issues of concern and provide recommendations.

Assumptions

- Existing flow data is adequate to assess average and peak conditions. If data is not adequate, monitoring may have to be implemented and added to the scope.

Deliverables

- The results of the hydraulic analyses will be basis for the lift station and pipe sizing options presented in the Engineering Report. The data will be included with the report as an Appendix.

Task 306: Preliminary Cost Estimates for Options

The Engineer will complete preliminary cost estimates and life cycle analysis for up to three options to provide needed utilities to the US Border Patrol, Port of Entry, Cochise College, and BDIA for cost/benefit analysis.

Assumptions

- Preliminary costs will be determined through recent project bid costs. Changes in prices may vary due to labor shortages and material costs over time

Deliverables



- Multiple cost estimates for various scenarios to provide utility services

Task 307: Engineering Report

The Engineer will prepare an Engineering Report which will summarize the results of the investigation and analyses. This report will include the following:

- Summary of the results of the evaluations
- Exhibit(s) showing the proposed options
- Brief discussion of design flows, including any future growth to be accommodated
- Preliminary discussion of requirements for lift stations
- Preliminary discussion of requirements for alignment constraints
- Discussion of pipe material options and construction methodology
- Discussion of permitting requirements for the project
- Recommendation for routing, material, lift station, bridge crossing and construction methodology
- Preliminary Engineer's Opinion of Probable Costs
- Cost Benefit Analysis
- Commercial and Residential Zoning Growth Capacity Analysis
- Life Cycle and Expanded Infrastructure Analyses
- Funding Research
- Sustainable Water Practices and Savings Opportunities

Cochise County will review the Engineering Report, and this will become the basis for the preliminary plans. Any comments from Cochise County will be incorporated into the final report.

Assumptions

- The report will summarize and document the evaluation completed and discussed at the regular meetings.
- The initial assessment and hydraulic analysis will be included as an appendix to the Engineering Report.
- No major changes are required between the draft and final report.
- The options and technical issues will be discussed at the regular meetings, so review of the draft report can be completed in 2 weeks

Deliverables

- Draft Engineering Report
- Final Engineering Report and Summary that are professionally printed and graphically designed in both paper and electronic format
- Individual PDF files of exhibits from the report for use in public meetings

400 Series Tasks: Community Development & Financial Analysis

Task 401: Land Planning – Acquisition Needs and Zoning Options

Engineer will identify potential locations for the lift station and research the land ownership for the potential properties. This assessment will be completed at a high level. Options will be discussed with Cochise County and the City of Douglas to determine which might be the most feasible.

Assumptions

- Land title documents will not be obtained
- Engineer will not negotiate with property owners
- Legal descriptions will not be prepared

Task 402: Cost Benefit Analysis

This task will be completed in conjunction with engineering studies to evaluate project alternatives. Cost-benefit analyses will provide the County with a structured framework to compare alternative projects, incorporating both capital and operations and maintenance (O&M) costs associated with each alternative, in addition to the potential benefits to the County and stakeholders under each scenario. This analysis will be focused on the direct costs of constructing, operating, and maintaining proposed infrastructure under each scenario, excluding additional costs to the County associated with changes to traffic flow, modifications to infrastructure excluded from this study, and other potential cost impacts not included in the water and wastewater planning efforts. Benefits will include increases to the water and wastewater customer base, ability to leverage outside funding sources, and advantages of completing needed water and wastewater expansion projects in coordination with the port relocation project. Additionally, to the extent further benefits can be quantified through additional study tasks, benefits may also include economic benefits to the County of commercial opportunities at the new port, and real estate impacts to the County.

Assumptions

- Stantec will investigate growth patterns at similar border crossings for data and use standard assumptions and practices for these calculations.

Deliverables

- Summary Engineering Report
- Cost-benefit evaluation tool

Task 403: Commercial and Residential Zoning Growth Capacity Analysis

Engineer shall analyze commercial and residential growth capacity for the area and the pros/cons of moving the commercial Port of Entry from its current location.

Assumptions

- Stantec will investigate growth patterns at similar border crossings for data and use standard assumptions and practices for these calculations.

Deliverables

- Growth Capacity Analysis

Task 404: Life Cycle Analysis (current population and growth ranges)

Engineer shall conduct life cycle analysis for various population growth ranges with expanded infrastructure.

Assumptions

- Stantec will use standard methods for deriving analysis

Deliverables

- Growth Capacity Analysis

Task 405: Funding Opportunity Research

This task will focus on developing a comprehensive understanding of the potential funding resources available for planning, development and construction of the proposed infrastructure projects. Leveraging previous efforts in this area, and expanding this research based on the unique characteristics of this project, we will develop a structured summary of the potential options. This summary will provide important insights into key considerations when evaluating alternative funding options. Such considerations include, but are not limited to, the following criteria or program elements:

- Funding magnitude and duration
- Funding reliability
- Timing and application processes
- Viability of receiving funds
- Administrative burden
- Obstacles, risks and associated costs

Once potential funding sources have been identified and researched, findings will be summarized in a summary matrix. This matrix will be used to narrow the list to those options deemed most viable and favorable to the needs of the County and stakeholders. This will ultimately provide stakeholders with the information necessary to move forward in pursuit of prioritized funding sources in an informed and strategic manner.

Deliverables

- Summary Engineering Report
- Funding options summary matrix
- Prioritized list of viable funding options

Task 406: Sustainable Water Practices Analysis and Summary

Engineer shall provide a summary of the sustainable water practices to be incorporated in the design of the proposed infrastructure to ensure adequate water supply and minimize losses. Engineer will justify reduction of inefficiencies and summarize maintenance cost savings.

Assumptions

- High level practices will be established during this phase of the project. Detailed design will incorporate and quantify sustainable practices.

Deliverables

- Engineering Report
- PowerPoint slide summaries for use in future public meetings

Task Series 500: Reimbursable Expenses Allowance

Cochise County shall reimburse Engineer for direct costs identified in this scope of work. Reimbursable expenses will be paid by Engineer and reimbursed at-cost by the County. The following tasks are anticipated to require reimbursable expenses:

Task 501: Printing, Plotting and Graphics Reproduction

Cochise County shall reimburse Engineer for direct costs associated with printing, plotting and graphics reproduction. Printing, plotting and graphics costs shall include production of submittals and internal printing costs.

Task 502: Travel

Cochise County shall reimburse Engineer for direct costs associated with travel, including mileage, parking and meals, should a meeting time require the staff to be away from the office through lunch.

Task Series 600: Owner Contingency

Cochise County shall reimburse Engineer for additional approved work from their contingency fund.

Task 601: Owner Contingency

The use of Owner Contingency shall only be used for additional scope and cannot be used without prior approval of Cochise County.

3. OPTIONAL ADDITIONAL FUNDING TASKS

The following funding related tasks are not included in the RFQ or proposal but are valuable funding analysis tools identified by Stantec's Funding Group that may be added by Cochise County or contracted separately.

Task 701: Regional Economic Considerations

Understanding the regional economic implications of such a project is a large and complicated question requiring consideration of political priorities, development alternatives, uncertainty and tradeoffs. A robust study of the potential economic impacts of a new Port of Entry could warrant its own study and scope. With that in mind, this task is focused on identifying the key economic considerations for the region in planning for the new port location. This evaluation will set the stage for further analysis by identifying the drivers of economic impacts, key data needs and topics for further study, and outlining the potential economic impacts worth additional investigation. A clear understanding of the economic considerations associated with completing such a large project will allow the County to more clearly communicate with stakeholders on the potential impacts and facilitate productive conversations to advance the project in a manner that is mindful of stakeholder priorities.

Deliverables:
Summary Engineering Report
Fee Proposal - \$5,000

Task 702: County, College and Airport Financial Analysis

A critical consideration in any large infrastructure project benefiting multiple entities is the financial capacity of each shareholder to contribute toward the necessary capital investments. In this case, these shareholders include the County, Cochise College, and the Bisbee Douglas International Airport. This financial analysis will focus on the funding capacity of each shareholder with a high-level review of each entity's financial reports to develop a clear picture of each party's current financial standing. Using publicly available information, including comprehensive annual financial reports (CAFRs) and budgets, a financial analysis will be conducted to calculate key performance indicators (KPIs) to provide insight into the fund balances, cash flow dynamics, and borrowing capacity of each entity. Additionally, this information can be used to develop very high-level cash flow forecasts for each entity to understand near-term future funding capacity from each. It should be noted that this analysis will not include detailed plans for each stakeholder but will rely on the previously stated CAFRs and budgets to develop forecasts of a continuation of the status quo. Even with this limitation, financial analysis will provide a general understanding of the current and forecasted financial capacity of each entity to contribute their respective share of capital to the necessary infrastructure investments.

Deliverables:
Summary Engineering Report
Fee Proposal - \$30,000

In addition to a financial analysis of each stakeholder, a high-level cost allocation analysis would be conducted to develop potential cost allocation methodologies for the proposed water and wastewater infrastructure projects. This cost allocation analysis would consider potential approaches to equitably allocate capital and operating costs to each stakeholder to ensure each entity contributes their proportional share of funding toward the overall project costs. To the extent data is available, preliminary estimates of these allocations can be calculated to provide a general understanding of the potential proportional shares allocated to each stakeholder under alternative allocation approaches.

Deliverables:

Summary Engineering Report

Fee Proposal - \$5,000**Task 703: Real Estate Implications and Opportunities**

Our team will conduct a high-level review of the current commercial and industrial market in Douglas, Arizona, including recent development activity, vacancies and asset profiles. This information, along with select outreach to market participants (brokers, developers, etc), will be used to inform a review of the redevelopment potential of any vacated or excess property resulting from the project. We will also use this analysis to forecast development potential for commercial/industrial activity in the area adjacent to or near the new Port of Entry facility.

Additionally, our team will review any water or wastewater related impact fees that developers pay to the city of Douglas or water rights they must purchase to serve their projects that could change as a result of municipal water being extended to Cochise College and the Cochise County Airport.

Deliverables:

Summary Engineering Report

Fee Proposal - \$5,000

Exhibit B - Fee Proposal
Cochise County Douglas Commercial Border Crossing
Infrastructure Study
Fee Proposal
2/24/2020



TASK NO.	TASK DESCRIPTION	Position Title	Principal	Project Manager	Sr Project Engineer	Water Project Engineer	Sewer Project Engineer	Community Planner	Junior Engineer/ Designer	CAD	Grant Specialist	Grant Specialist Assistant	Admin	Printing/ Reproduction	Travel	General Allowance	Total Hours	TOTAL COST
100	General Project Administration		\$219.00	\$209.00	\$209.00	\$185.00	\$185.00	\$193.00	\$145.00	\$145.00	\$148.00	\$107.00	\$149.00					
101	Meetings, assume 2 meetings			16	16	16	16	10									74	\$14,538.00
102	Project Coordination, assume 8 months	8	48	4													60	\$12,420.00
103	Project Schedule		3	1													4	\$836.00
104	Quality Assurance / Quality Control		1	8													9	\$1,881.00
Subtotal																		
	Subtotal Hours	8	68	29	16	16	10	0	0				0				73	
	Subtotal Cost	\$1,752.00	\$14,212.00	\$6,061.00	\$2,960.00	\$2,960.00	\$1,930.00	\$0.00	\$0.00				\$0.00					\$29,875.00
200	Investigation																	
201	Acquire and analyze Douglas water and wastewater infrastructure drawings and reports to determine current capability and capacity limitations		4	4	16	16		16					8				64	\$11,424.00
202	Determine facilities to be constructed	2	2	4			8		16								16	\$3,236.00
203	Define flows and demands for new facilities		2	2	16	16		16									52	\$9,396.00
204	Determine potential other flows to be considered		2	4	8	8	8		8								38	\$7,078.00
205	Determine potential ultimate flows and demands		2	4	8	8		16									38	\$6,854.00
	Identify potential routing for pipelines between Douglas and new port of entry, Cochise College, and Bisbee Douglas International Airport		4	2	8	8	16	16									54	\$9,942.00
207	Review potential site for on-site port of entry facilities		4	2	8	8	8	16									46	\$8,398.00
Subtotal																		
	Subtotal Hours	2	20	22	64	64	40	88	0				8				138	
	Subtotal Cost	\$438.00	\$4,180.00	\$4,598.00	\$11,840.00	\$11,840.00	\$7,720.00	\$14,520.00	\$0.00				\$1,192.00					\$56,328.00
300	Engineering Analysis and Report Preparation																	
301	Assess water and sewer options	2	4	16	16	16		16									70	\$13,178.00
	Determine capacity / constraints of existing Douglas systems to serve US Border Patrol, port of entry, Cochise College, and Bisbee Douglas International Airport		2	4	16	16		16										\$9,814.00
302																		
303	Determine required upgrades to Douglas system(s) if applicable		2	16	8	8		16										\$9,362.00
304	Determine land needs of border crossing for on-site components or on-site systems		2	8	8	8	4	16										\$8,462.00
305	Complete preliminary hydraulic analysis to size pipe, pump stations and storage		2	8	8	8		24									50	\$9,010.00
	Prepare preliminary cost estimates for options including utility expansion to the US Border Patrol Station, the proposed commercial port of entry, Cochise College, and Bisbee Douglas International Airport		4	8	16	16		24										\$12,388.00
306																		
307	Prepare Technical Memorandum with summary of results and recommendation for design and construction	2	8	24	24	24	16	60	40				4				202	\$36,190.00
Subtotal																		
	Subtotal Hours	4	24	84	96	96	20	172	40				4				202	
	Subtotal Cost	\$876.00	\$5,016.00	\$17,556.00	\$17,760.00	\$17,760.00	\$3,860.00	\$28,380.00	\$4,600.00				\$596.00					\$98,404.00
400	Community Development & Financial Analysis																	
	Land Planning - Acquisition needs and zoning options for multiple alignments	18					40										58	\$11,662.00
401	Cost Benefit Analysis of system upgrades to US Border Patrol Station, new port of entry, Cochise College, and Bisbee Douglas International Airport	18									24	16					58	\$9,686.00
402	Commercial and Residential Zoning Growth Capacity Analysis	20					20										40	\$8,240.00
403	Provide life cycle and expanded infrastructure analysis for current population and growth ranges for system reliability	20						39									59	\$10,815.00
404	Funding Opportunity Research	8								48	48						104	\$14,952.00
405	Sustainable Water Practices & Savings Opportunities	20					20										40	\$8,240.00
Subtotal																		
	Subtotal Hours	104	0	0	0	0	80	39	0	72	64	0					40	
	Subtotal Cost	\$22,776.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,440.00	\$4,435.00	\$0.00	\$12,096.00	\$6,848.00	\$0.00						\$63,595.00
500	Expenses Allowance																	
501	Printing/Reproduction													\$300.00				\$300.00
502	Travel, assume 6 trips														\$1,500.00			\$1,500.00
	Subtotal Cost													\$300.00	\$1,500.00			\$1,800.00
600	Owners Contingency																	
	Subtotal Cost															\$10,000.00		\$10,000.00
																\$10,000.00		\$10,000.00
Project Total																		
	Total Hours	118	112	135	176	176	150	299	40	72	64	12	0	0	0		453	
Total Cost			\$25,842.00	\$23,408.00	\$28,215.00	\$32,560.00	\$32,560.00	\$28,950.00	\$49,335.00	\$6,600.00	\$12,096.00	\$6,848.00	\$1,788.00	\$300.00	\$1,500.00	\$10,000.00		\$260,002.00



RFSQ# 20-24-BOX-01

UTILITY ENGINEERING PLAN – DOUGLAS, ARIZONA PORT OF ENTRY

COCHISE COUNTY

December 20, 2019



MARIPOSA LAND PORT OF ENTRY, NOGALES, ARIZONA
ARCHITECT JONES STUDIO INC.



Stantec Consulting Services Inc.

5151 E Broadway Boulevard Suite 400, Tucson AZ 85711-3712
(520) 545-7474 | stantec.com

December 20, 2019

Attention: Anne Coppola
Contracts Administrator
Cochise County Procurement Department
1415 Melody Land, Building C
Bisbee, Arizona 85603

Reference: Utility Engineering Plan – Douglas, Arizona Port of Entry

Dear Selection Committee,

Cochise County is on the cusp of new expansion, growth, and development opportunities. This masterplan is the first step towards achieving the goal of a commercial, cross border hub that serves Cochise County and the border region at large. A new commercial port of entry will alleviate traffic congestion in downtown Douglas, increase safety for the downtown community, and facilitate improved utility services, not only for new border patrol facilities, but also for future commercial expansion along James Ranch Road. Stantec's combined background in providing water and wastewater planning/engineering services, community development and border development services, fits well with the goals for this project. We understand both water and sewer systems on a municipal scale and the intricacies of the border region and culture. We understand how to gain support from a wide range of stakeholders to construct the infrastructure needed.

Starting with the Arizona-Sonora Border Master Plan, Stantec has solved water and wastewater capacity questions and issues in Lukeville; studied, planned, and implemented solutions for the commercial port at Mariposa in Nogales; and completed water and wastewater master planning and engineering projects all over the world. We have the expertise to help plan for this next phase of growth for Cochise County.

In addition to our technical expertise in water and wastewater infrastructure development, Stantec's funding services team specializes in securing the funding that is critical to executing projects which advance the quality of life in our communities. By engaging these professionals early in the project, we can tailor our design to maximize the potential funding assistance available to secure the area's potential.

Your project will be managed locally and completed by a team who are experienced with the border region developments and can be there when you need us. With more than 57 water and wastewater professionals in Arizona, including our community development experts, transportation engineers, we have the team ready to assist Cochise County move forward confidently during this unique opportunity.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in black ink that reads "Colleen Ruiz".

Colleen Ruiz, PE, CFM | Principal
colleen.ruiz@stantec.com | (602) 315-1432

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Resumes	

A. Qualification Statement

Stantec has a long history performing water, wastewater, and ports of entry related services in the State of Arizona and across the Southwest. We see more than a pipe, building, or border crossing—we see an opportunity to make lasting connections with the people and places we serve. With more than 300 professionals working out of our Chandler and Tucson offices, we're able to provide a breadth of multidisciplinary services to meet project goals. If needed, we can tap into our larger Stantec community, which unites approximately 22,000 employees working in more than 400 locations across six continents. This global reach, coupled with our familiarity of local conditions on the border and knowledge of Arizona and Federal regulatory requirements, means we can collaborate with our clients to deliver a multidisciplinary approach for project solutions.

Our experience with water projects spans decades. Within Arizona, we've worked with municipalities of almost every size. This has fine-tuned our expertise, deepened our knowledge of water infrastructure challenges, and allows us to efficiently study and plan for new and upgraded interconnected water systems. Our water specialties include:

- Treatment
- Groundwater
- Groundwater collection systems
- Water Treatment Facilities
- Pump stations
- Transmission/Distribution
 - Raw water and potable transmission conveyance design
 - Water recharge, reuse water
 - Pipeline Condition Assessment
 - Hydraulic modeling and studies
 - Large capacity canal conveyance and distribution systems
- Potable water reservoirs
- Hydrologic & hydraulic (H&H) modeling
- SCADA/Controls

Systems to move and treat sanitary sewage and reclaimed water are increasingly more complex as our communities grow larger. We're at the forefront of developing creative solutions to improve and expand this critical infrastructure. From the Nogales International Wastewater Treatment Plant, a 14.74 MGD facility, to the City of Chandler's Old Pecos Lift Station, a two MGD lift station, we've worked with all components of wastewater systems. Our wastewater/reclaimed specialties include:

Collections

- Sanitary sewer design
- Trenchless technologies/tunneling
- Biosolids and residuals handling
- Flow monitoring/micro monitoring
- Master planning
- Odor and corrosion control
- Assessment and rehabilitation
- Construction support services
- H&H modeling
- Infiltration & inflow/CSO
- Master planning
- Storage
- System evaluation

Treatment

- Domestic WW treatment
- Industrial WW treatment
- Membrane treatment
- Nutrient removal
- Odor and corrosion control
- WW disinfection
- Energy recovery
- Facility design and upgrades

Pumping

- Force mains
- Lift stations

Utility Relocation

- Utility field survey and utility boring coordination
- Wet utility relocation design
- Dry utility relocation coordination
- Construction support services
- As-built survey and CAD drawings

Stantec's knowledge of the border industry runs deep; we know ports. We know the surrounding communities, the local political climate, and the policies that impact this project's progress, so we can guide you through the development and planning process. Key members of our team as well as supporting members offer expertise in successfully coordinating multiple bi-national border improvement projects. Some of those projects are:

- Professional Services for the Proposed Douglas Commercial Port of Entry
- Arizona-Sonora Border Master Plan
- New Mexico-Chihuahua Border Master Plan
- Expansion and Modernization of the Mariposa Land Port of Entry
- ADOT Truck Weigh and Credential Processing Facility – Mariposa Land Port of Entry
- San Ysidro Land Port of Entry, Phase II
- Raul Hector Castro Regional Feasibility Study

Project Understanding and Approach

Stantec understands that the primary purpose of this effort is to evaluate and consider options and costs to provide potable water and sanitary sewer service for a new commercial port of entry (POE) planned approximately 4.6 miles west of the existing Douglas Port of Entry, in downtown city of Douglas (City). The new commercial land crossing will be located a James Ranch Road and a new expanded section of road will be constructed from Highway 80 to the new POE. This new crossing will allow the City to expand the current facilities, improve the capacity for commercial traffic, and alleviate existing downtown congestion in the City due to the current POE.

Our team understands the types of facilities and infrastructure that may be required at the new POE, including, but not limited to, the water, wastewater, environmental, hydrological, and even security requirements for these types of facilities. Our local Arizona team has recently completed the design and successful construction of the POE expansions at both Mariposa and San Ysidro which included water and sewer servicing of varying complexities.

Beyond the initial driver of the port, our team understands that the heart of this specific project is really a water/wastewater system analysis to determine current and future capacity needs for Cochise County and the City. Currently we are performing similar services in the area surrounding University of Arizona.

Based on the scope of work and our understanding of this project our initial approach to this project will include the following tasks:

- **Define the anticipated water demands and sewage flows** for the new facility. This will have to consider the new full-time employees, commercial support businesses, additional population and residences to support the new facility, and the crossing traffic.
- **Determine the water demands and sewage flows** for any existing adjacent facilities which are not currently connected to the public utilities and could potentially connect to the new lines along proposed alignments. This would include the US Border Patrol Site, the Cochise Community College and the Bisbee-Douglas International Airport, as listed in the Request for Proposal, but it may also include other potential users such as residential or commercial developments currently on a septic system. The future growth would be determined in close consultation with Cochise County and the potential for cost sharing would be considered.

- **Assess the water and sewer system options.** The attached issues/options map on page five illustrates some of the items to be considered. Options will include connecting the existing Border Patrol site, a potential for new systems (sewerage or water supply) at the new POE and a connection to the existing City systems. Future planning for utility expansion to connect the Border Patrol facilities, Cochise Community College, residential and commercial developments, as well as Bisbee-Douglas Airport will also be considered from an overall cost standpoint:
 - **Connect to the existing City's water system.** The capacity of the water supply and treatment system, as well as main sizes will need to be assessed. The connection point would depend on the capacity of the system at that location, as well as the preferred pipeline route. It is likely due to the distance of the site from the City that additional storage for domestic use and fire protection will be required. The connection would eliminate the need for a water supply and treatment system at the site. Alternate pipe routes could potentially be available between the new POE site and the City for the water supply pipeline.
 - **Connect to the City's wastewater system.** The capacity of the treatment system, as well as the pipes downstream of the proposed connection point, will need to be assessed. Expansion of the existing treatment system or replacement of piping could be required. Alternate routes could potentially be available between the new POE site and the City for the wastewater disposal pipeline. It is anticipated that due to the distance between the City and the new POE that a lift station and forcemain would likely be required, but gravity pipe options would be explored to eliminate the maintenance for a lift station and provide more flexibility for future connections.
 - **A new on or near-site water system** which would include a water supply, one or more groundwater wells, treatment, and storage. Piping would be installed at the site to supply domestic water and provide fire protection to all new buildings. A pump station will be required for both the domestic water and the fire system. As this would be a GSA system, the fire protection system would be a separate system meeting federal standards.
 - **A new or near-site sanitary sewer system** for the port which would include a wastewater treatment facility with effluent disposal. Various treatment and disposal methods would be considered depending on the anticipated flows. Low maintenance requirements would be a consideration for the treatment options. Reuse of the water for landscaping irrigation could be a possibility. A gravity collection system would be constructed to serve all the new buildings.
- The details for each of the options we explore will be presented, with preliminary cost estimates, to aid in evaluating the option that best fits the proposed development. The options would be evaluated and consider immediate need, as well as a potential "build-out" scenario.
- The proposed options will be assessed by our funding team to determine eligibility for grants and other funding options which may heavily impact which options become the preferred alternatives.
- The recommended options will be further defined, including a discussion of system capacity and preparation of life-cycle costs that look at both capital and operating and maintenance costs.
- Evaluate the cost-benefit to potentially connecting Cochise College and Bisbee Douglas International Airport as part of the project.
- Should connection to the City's system become the preferred alternative, and if upgrading the existing systems is required to serve the new POE, we would work with the City to determine potential ways to make the existing system more efficient, promote water conservation, and be more cost effective.

- We would finish the project with preparation of a study report that summarized the results of all the analyses and present the recommended options with a preliminary plan and cost estimates.

Funding Services

We recognize that securing funding is a critical component of executing projects that advance the quality of life in communities. For 30+ years, Stantec has partnered with our clients to successfully apply for grants and loans and have helped our clients secure over \$4 billion in funding.

Funding services is a natural and complementary extension of the other technical and professional services we offer as a firm. With Stantec, from concept to construction you have an integrated team of resources at your fingertips – not only grant writers, but over 120 funding experts, experienced financial consultants, urban planners, engineers, landscape architects, transportation designers, and GIS analysts. We've compiled a team of funding advisors that have decades of experience developing financial plans and securing grants and loans for communities. We have successfully leveraged our technical offerings into our funding services to create robust applications that Wow.

Engineering Services (PS&Es)

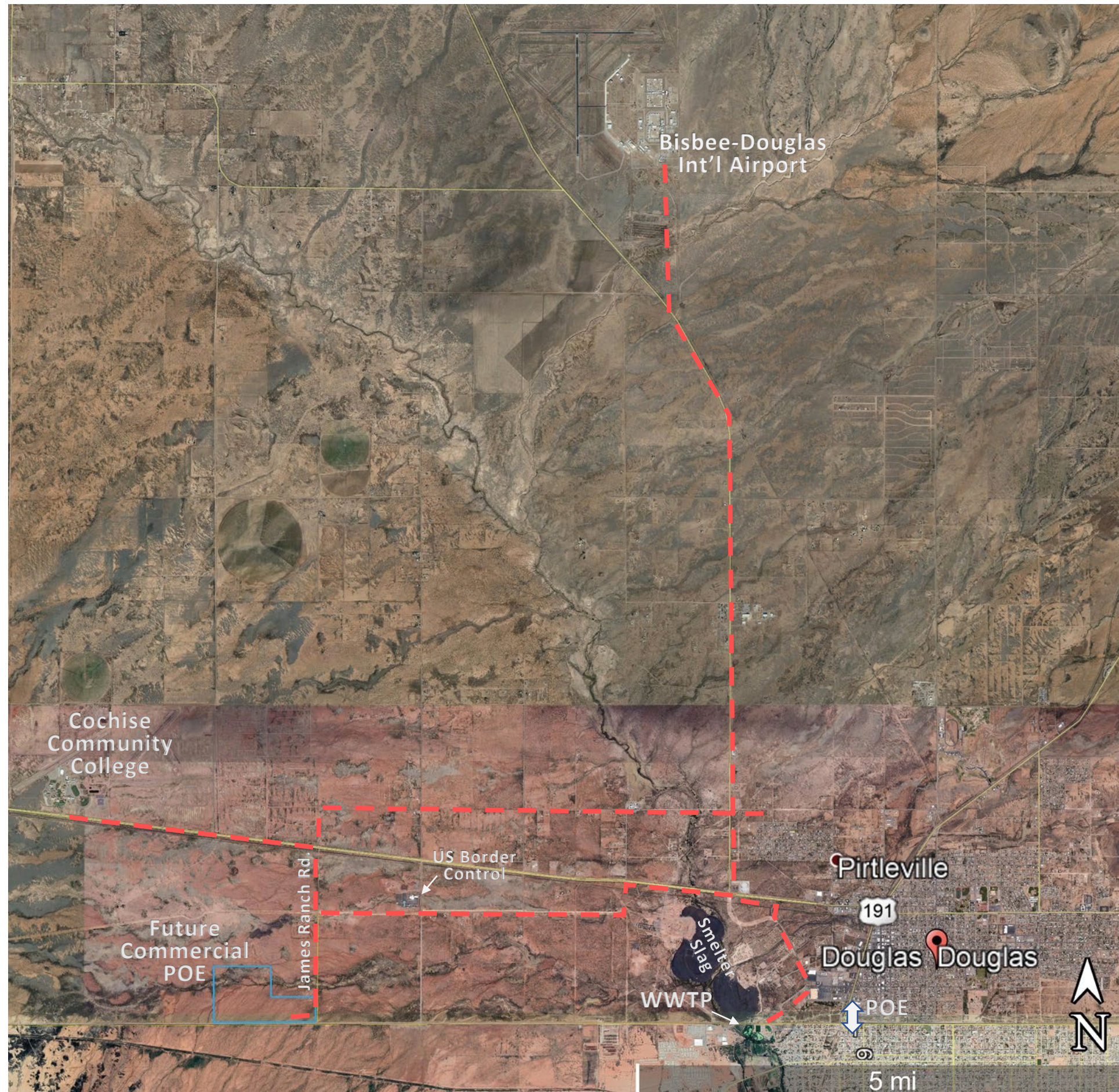
After a thorough analysis of the existing systems, selection of the preferred alternatives, and receipt of funding for design and/or construction by grant or other sources; Stantec's local teams have a deep bench of professional service capabilities to design the necessary improvements. Our experts can assist you in the preparation of plans, specifications, and detailed estimates (PS&Es) to build for your future. We can see you through from design to construction and operation.

"Stantec has provided a diverse team of disciplines and a desire to work through the details to get it right and serve the client's needs. [They have] been a strong partner in adjusting to changes in the project through design decisions, added scope requirements, and changing client needs. They are focused and dedicated to step in and do what is needed to finish the project."

– Jill Manzi, Project Manager, General Services Administration

UTILITY OPPORTUNITIES AND CONSTRAINTS

- > New Sewer & Water systems at new Port of Entry (POE)
 - Costs of multiple options
 - Water systems to include supply, treatment, distribution, pumping and storage
 - Sewer system to include collection, pumping, treatment and disposal
 - Ownership, can the POE own water and sewer systems?
 - Maintenance responsibilities
- > Connection to City of Douglas utility systems
 - Pipeline routing options, various options are available. Need to consider length, preferred connection point and land ownership
 - Lift Station at POE and forcemain to Douglas likely required
 - City system upgrades may be required for piping, treatment and disposal systems
 - Cost comparisons for various routes and system upgrades
 - Capacity of existing systems & whether they have capacity to meet immediate and future growth needs
- > Connection of Other Facilities
(College, Airport & US Border Facility)
 - Pipeline routing options, as above multiple considerations, including ROW
 - Need for lift stations
 - Cost sharing / Funding Opportunities
 - Capacity of systems



LEGEND

Potential Utility
Corridor



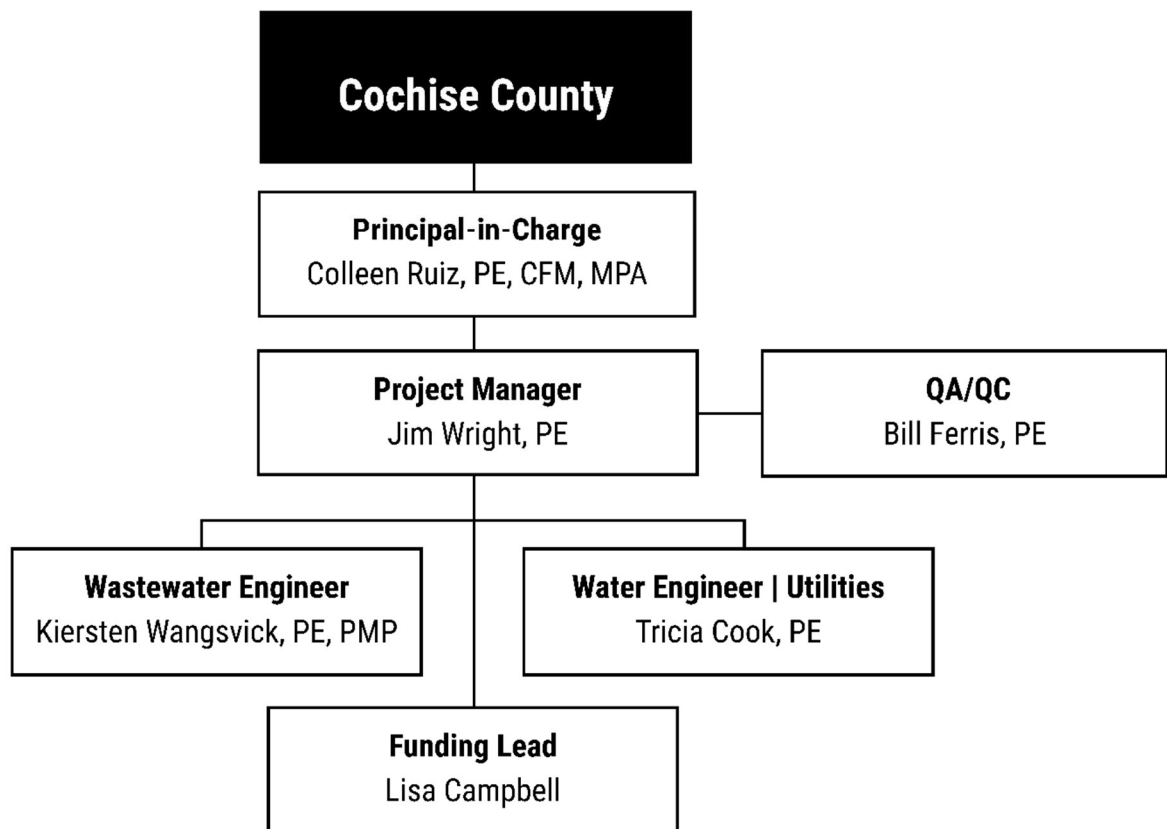
Project Team

To highlight our firm's qualifications to complete this project, an organizational chart of our key discipline leads is shown below. We have also provided brief descriptions of their experience and capabilities. Our team brings extensive expertise with water/wastewater planning and knows how POE infrastructure impacts commercial development in the communities surrounding such facilities.

These key members will be joined, as needed, by some of our more than 300 staff members in Arizona, including other regional resources, to provide the most qualified team to meet the immediate needs of the project. Our community of dedicated professionals is ready and committed to helping you plan for the future.

Please see full resumes for our key team members following the Section D, Reference Listing.

Organizational Chart





Colleen Ruiz, PE, CFM, MPA | Principal-in-Charge

Colleen offers 23 years of professional experience in project development. She has a wide range of technical and leadership skills with core competencies in residential, commercial, industrial, federal, and municipal capital improvement design as well as municipal review of engineering plans and plats. Colleen collaborates with community stakeholders to understand their needs and achieve their goals. Colleen has vast experience managing masterplans for planned communities including water, wastewater, and transportation projects. Her management skills include community outreach, contract administration, due diligence, project management, quality control, and team building. Colleen's primary goals are to complete safe, quality projects on time and within budget to make better communities.

Colleen will oversee the project as the project principal and ensure that adequate resources are available to the team to complete the project on time and on budget.



Jim Wright, PE | Project Manager

Jim has more than 14 years of experience at Stantec working on and managing a wide variety of challenging and diverse projects. His broad range of expertise includes water and wastewater infrastructure design, roadway design, civil site design, airport design, and construction administration. He excels at fostering communicate across all members of a team to keep projects moving forward to meet client's goals.

As project manager, Jim will serve as the primary contact for Cochise County and will lead our integrated multi-disciplinary team of professionals. He is ultimately responsibility for all deliverables and for keeping the schedule and budget on track.



Bill Ferris, PE | Border Expert

Bill is a senior principal with Stantec's civil/transportation department. During his 32 years at Stantec, Bill has been responsible for the management, planning, and design of numerous complex civil/transportation and border improvement projects. Bill was the project manager for the Arizona Sonoran Border Master Plan and is very familiar with the issues Cochise County and Douglas face with the existing Port of Entry. His recent responsibilities have included managing the design for the expansion and modernization of GSA's Mariposa Port of Entry, the Morley Gate Land Port of Entry and most recently the San Ysidro Port of Entry in San Diego.

Bill will provide his knowledge and understanding of the border infrastructure issues as well as senior review and input to the team specifically as it relates to Border and Port of Entry concerns and issues.



Kiersten Wangsvick, PE | Wastewater Engineer

Kiersten has more than 16 years of water and wastewater engineering experience on a wide variety of public and private funded projects. She has worked on designs for gravity sewers, sewer pump stations, force mains, transmission mains, water distribution lines, tanks, and well sites. Kiersten is also experienced in developing preliminary engineering reports and feasibility studies for water and wastewater infrastructure projects. She recently developed wastewater feasibility studies for the Town of Wellton, Arizona, for Ryan Airfield in Tucson, Arizona, and for Orange Grove Rancho Mesa Verde near Yuma, Arizona. Kiersten served as project manager for the University of Arizona Sewer

Feasibility and Alignment Study Report Parts I & II for Pima County Regional Wastewater Reclamation Department (RWRD) which analyzed the existing system and developed CIP recommendations to correct capacity issues and plan for future growth.

Kiersten will lead the wastewater assessment for this project. As listed above, Kiersten brings substantial experience looking at wastewater system options.



Tricia Cook, PE | Water Engineer – Utilities/Water Engineer

Tricia is a project engineer with more than 38 years of experience in design and construction management of civil projects. She has been involved in the conceptual design, planning, and design of municipal infrastructure systems including water, wastewater, roads, and stormwater. She has been involved in the evaluation, preliminary design, design and project management for water supply, water distribution, and water treatment projects all over the world.

Tricia will lead the design for the water system assessment and serve as Jim's second on the project. She is currently the lead engineer for the Tacna Water Study and was part of the team for the Community Water System and Luke projects listed, as well as the Mariposa and San Ysidro Port of Entry projects.



Lisa Campbell | Funding Lead

Bridging our clients with desperately needed funding sources is a passion for Lisa. She is our dedicated grant specialists and administers grants from various programs such as the Small Cities Community Development Block Grant Program (CDBG) Build Grant funding, FHWA (Federal Highway Administration) funding, USDA/RD funding, Environmental Protection Agency, Economic Development Administration, Border Environmental Cooperation Commission (BECC) / North American Development Bank (NADBANK) and USDA/Rural Utilities Service. She understands the grant process, available buckets of funding and the best

way to approach complicated application requirements. Lisa has built professional relationships with state and federal funding agencies and staff, allowing her to serve as a voice for clients navigating the application process. She is familiar with federal and state agency requirements for bidding, contract management and construction of these programs. Lisa provides operational tools to confirm meeting technical, budgetary, and scheduling requirements of projects, as well as effective communication with the general public and government agencies.

B. Project Listing

The following list of projects showcases Stantec's wastewater/water work on similar jobs as listed in Attachment Two – Scope of Work. Please see detailed descriptions of each of the projects listed below in Section C. Past Performance Statement. We have identified the key elements to your project and shown which of our showcased projects include that element.

Project	Project Size (Study/Design) \$1,000	Master Planning	Port of Entry / Border Facility	Federal	Water	Sewer	Cost Analyses	Life Cycle Costs	Pipeline Routing/ ROW Considerations	Water Conservation	On Budget/ On Schedule
Expansion and Modernization of the Mariposa Land Port of Entry	10,000	X	X	X	X	X				X	X
Arizona-Sonoran Border Master Plan	500	X	X	X				X			X
Ryan Airfield Sanitary Sewer Study	60	X				X	X		X		X
Town of Wellton Wastewater Collection and Treatment Feasibility Study	150	X				X	X	X			X
Orange Grove/Rancho Mesa Verde Preliminary Engineering Report	150	X				X	X	X	X		X
University of Arizona Sewer Feasibility and Alignment Study Parts I + II	250	X				X	X		X		X
Luke Air Force Base Sewer Collection System Improvements	120	X		X		X	X		X	X	X
Luke Air Force Base Water Study and Distribution System Design	500	X		X	X						X
Ajo Customs and Border Protection Housing	200	X	X			X	X				X
Tacna Water Study	125	X			X		X	X	X		X
Community Water Company Water System Improvement Design Plan Update and Asset Management Plan	N/A	X			X		X				X

C. Past Performance Statement

The following projects demonstrate our team's past successful experiences that are relevant to Cochise County's goals and the City of Douglas' needs for an infrastructure expansion masterplan to address enhanced federal presence and potential population growth:

Expansion and Modernization of the Mariposa Land Port of Entry | Nogales, Arizona



Award winning project:

- 2016 GSA Design Excellence Award, *Final Design – Honor Award*
- 2015 ENR Global, Project of the Year, Runner up – *Airports/Ports*
- 2015 ENR Southwest, Project of the Year – *Airports/Ports*
- 2015 Building Design + Construction's Building Team Awards – *Silver*
- 2015 American Public Works Association (APWA) – Arizona Chapter – 2015 Public Works
- Project of the Year, *Public Works Project of the Year in Transportation*
- 2014 Arizona Department of Transportation – *Arizona Transportation*
- *Partnering Excellence Award* 2010 General Services Administration (GSA)
- Design Excellence Awards, *On the Boards Award, Communication Design*

Stantec redesigned the extremely constrained Mariposa Land Port of Entry. The 43-acre site was expanded by 12.6-acres necessary to accommodate growth in cross border traffic. The major focus of the project was in the heart of the compound, which was completely reconstructed, including nine buildings and over a mile each of storm/sanitary sewer and potable water infrastructure. We developed a four-phase construction plan that allows continuous port operations with minimal disruptions. We also identified, during the initial phases of the project, the various constraints that must be addressed, including environmental/permitting issues and those that are a result of the surrounding terrain (e.g., waters of the US, 50-foot fill areas, border wall/fence). We were responsible for survey, site civil, utility, traffic, drainage, land acquisition mapping, building information modeling, communication systems, and transportation design for the demolition of the existing facilities.

Relevance:

- This project demonstrates Stantec's qualifications for POE masterplan design, including survey, water, sewer, grading, and transportation design.
- Coordination with Federal Agencies (Customs and Border Protection (CBP), General Services Administration (GSA), Federal Protective Services).
- Coordination with local stakeholders (Public Utilities, City of Nogales, etc.).

Arizona-Sonora Border Master Plan | San Luis to Douglas, Arizona



Stantec was contracted by the Arizona Department of Transportation (ADOT) to provide an integrated master plan targeting an improvement in the efficiency and effectiveness of Arizona-Sonora cross border traffic. Our team identified areas that would be highly impacted by the traffic to and from the border. As an example, Yuma and Yuma County are highly impacted because of their proximity to the San Luis Land POEs. Following the data collection effort and analyses a logical project list was prepared. The ensuing tasks included the dissemination of the data, the development of the criteria, its weighting, and ultimately the ranking of the project list. The true challenge was the consensus building amongst GSA, Department of Homeland Security (DHS), CBP, FHWA, each of the border municipalities, the Port Authorities, the Cocopah Indian Tribe, and the Governor's office. A feat that was completed in just one year.

Relevance:

- Stantec has extensive experience designing POE masterplans.
- Coordination of complex multiple stakeholder relationships to achieve a shared project vision.

Ryan Airfield Sewer Study | Tucson, Arizona



An important regional airfield was facing development growth with an outdated septic system. An on-call, multi-faceted wastewater feasibility study helped the client plan for the future. The airfield was operating with several older septic systems for wastewater treatment and disposal. We investigated and evaluated options for managing existing and future wastewater flows. Our team studied alternatives, including construction of a new on-site

wastewater treatment plant, construction of new septic systems, or construction of a new airfield collection system. A new collection system would include new pump stations, force main, and gravity sewer connecting to Pima County Regional Wastewater Reclamation Department's existing conveyance system. We ultimately recommended the airfield connect to the existing County sewer system via new pump stations and a gravity sewer as the most cost effective, low maintenance alternative. As part of the study, we gathered information on the current septic systems, evaluated options for managing wastewater under sustained growth, developed cost estimates and possible engineering/construction

schedules for the key alternatives, and provided recommendations for future wastewater management performance demands.

Relevance:

- Consideration of the client's budget and long-term maintenance costs, as well as growth expectations, guided Stantec's design for wastewater solutions that met local, state, and federal requirements.

Tacna Water Study | Yuma County, Arizona

Stantec is currently preparing a study for Yuma County's Tacna Water System. We are completing a preliminary engineering report (PER) and environmental report (ER) for the system per USDA Rural Development standards, to allow Yuma County to apply for CDBG funding for the project. The existing water system includes 175 service connections. The water system includes a groundwater well, storage, pumps and distribution piping. The system is in violation of ADEQ requirements for arsenic and the water quality has very high total dissolved solids, so it is very poor quality. The purpose of the study is to determine the best long-term solution for the community that provides a safe and reliable water system. Both surface water and groundwater are being evaluated, as well as various treatment techniques. The report includes life cycle cost analyses for the potential alternatives, including both capital and O&M considerations. This study will be complete in January 2020.

Relevance:

- Experience analyzing water quality, water supply alternative, pipeline routing, meeting local and federal water requirements, providing life cycle analysis for multiple alternatives, and helping to acquire federal funding for municipalities illustrates Stantec's expertise and commitment to community water systems.

Town of Wellton Wastewater Collection and Treatment Feasibility Study | Wellton, Arizona

Stantec developed the wastewater collection and treatment feasibility study for the Town of Wellton for a Grove Rancho Mesa Verde Sanitary Sewer Collection System. The purpose of the future sewer project is to provide sewer service to the 604 parcels of the proposed Town of Wellton wastewater improvement service area, a 775-acre low-income zone located in Yuma County. This project analyzed alternatives for a regional Town of Wellton wastewater collection and treatment system.

Relevance:

- Masterplan analysis of wastewater collection and treatment systems, cost estimates, as well as alternate solutions, are techniques that Stantec uses to help communities understand and plan for needed improvements.

Orange Grove/Rancho Mesa Verde Preliminary Engineering Report | Yuma County, Arizona

Stantec wrote a preliminary engineering report (PER) for the Orange Grove/Rancho Mesa Verde sanitary sewer collection system. This sewer connection project will provide sewer service to the 332 parcels of the proposed Orange Grove/Rancho Mesa Verde (OGRMV) Improvement District, located in Yuma County, east of the City of Somerton, in Arizona. The properties within the OGRMV low-income subdivision have septic tanks and/or cesspools for wastewater disposal. The PER analyzed alternatives for collecting wastewater within the two subdivisions for routing a sewer connection from the OGRMV subdivisions to the City of Somerton, and for connecting to the existing City of Somerton sanitary sewer systems. Our team performed a capacity analysis of the City of Somerton collection system at potential connection points and analyzed impacts of the additional flow to existing downstream wastewater lift stations. The recommended project will include a new sewer lift station and force main for sewer conveyance on the south side of US 95, as well as upgrades to an existing City of Somerton lift station.

Relevance:

- Stantec's ability to analyze wastewater flows, collection system, and pipeline routing provides communities with the data needed to plan for future improvements to their sanitary sewer systems.

University of Arizona Sewer Feasibility and Alignment Study Parts I + II | Tucson, Arizona

The University of Arizona, in Tucson, Arizona, is rapidly expanding into the surrounding neighborhoods, raising questions about the service capacity of the existing sanitary sewer system. A two-phase feasibility study provided recommendations for increased sewer capacity to support future development in the study area.

Phase I of the study identified known planned, imminent, and potential future developments in the study boundary area. The capacity of the existing sewer lines was evaluated to determine whether the sewer could meet the existing and future development flows.

In phase II, we evaluated downstream sewer capacity of the system beyond the one-square-mile study boundary. An Innovyze Infoworks ICM hydraulic model identified three downstream reaches where the current sewer collection system would be under-capacity, if subjected to the estimated future build-out flow conditions. Additional sewer capacity upgrades were recommended for the downstream segments of the Drachman, Mabel, and Second Streets sewersheds. Alternative pipeline routes for each sewershed were evaluated using a weighted ranking evaluation criteria analysis. The overall project also included utility composite maps, preliminary plan sheets for recommended sewer augmentation, and engineer's opinion of cost for the recommended sewer improvements.

Relevance:

- Sewer capacity and growth evaluations, as well as modeling to identify locations of future capacity issues, provide clients with accurate evaluations to prioritize and fund projects.
- Cost analysis and multiple options can be provided to recommend long-term solutions for infrastructure improvements.

Luke Air Force Base Sewer Collection System Improvements | Glendale, Arizona

Previous studies noted that certain portions of the Luke Air Force Base (AFB) sewer collection system require replacement. Luke Air Force Base sought sewer collection system improvements to bed-down the F-35 Joint Strike Fighter (JSF) F-35A Lightning II (F-35). The objective of this project was to review the existing sanitary sewer collection system flow requirements, determine future flow requirements, evaluate potential sewer collection system layouts, and provide recommendations for replacement of the existing system for the areas of concern. The team analyzed survey data and conducted sewer capacity modeling for existing Luke AFB sanitary sewer facilities.

Relevance:

- Stantec has sewer flow calculations, modeling future flow requirements, and evaluating multiple solutions experience to determine the best possible recommendations within site constraints for federal clients and facilities.

Luke AFB Water System Study and Water Line Replacements | Glendale, Arizona

Stantec updated and calibrated the water model for the two-square mile water system. We evaluated the age, pipe material, and break data to determine areas of concern before prioritizing and preparing a capital improvements project list.

Three areas of the base were selected for waterline replacements, 1300 Area, 100-400 Area, and the 900 Area. The waterline for the 1300 Area was selected for replacement because it is the primary water supply line for the low-pressure portion of the water system and was a 40-year old asbestos cement pipeline. We designed a replacement pipeline that required coordination with base operations due to its proximity with the runway and clear zones. The 100-400 Area is the oldest area of the base with pipelines from the 1940s. These pipelines have valves that have not been exercised, and when replacement has been attempted, the pipelines have failed. We designed 8- through 12-inch replacement lines throughout this area. The 900 Area was constructed in phases as the base expanded. Much of the 40-year old asbestos cement pipe has a history of failure and was undersized. The Study and design were started in 2011 and completed in phases in 2015.

Relevance:

- Water system pressure analysis, design, and consideration of construction constraints for large-scale federal projects and facilities.

Community Water Company Water System Improvement Design Plan Update and Asset Management Plan | Green Valley, Arizona

Stantec recently teamed with Green Valley to update their Community Water Company (CWC) Water System Improvement Design Plan from 2009. CWC serves approximately 13,100 customers through distribution system with water liens ranging from three-inch to 16-inch diameter. Updated items included characterization of the CWC water system, the replacement value of CWC system, existing and future water demands, evaluation of the existing and future systems, and the capital improvement program. In addition to the update, a 100-year groundwater well plan and asset management plan were completed. The 100-year groundwater well plan evaluated and provided input concerning replacement of existing well facilities. The asset management plan allows CWC to anticipate future funding and operational needs to maintain the desired level of service and present the plan to the Arizona Corporation Commission to justify water system rates needed to maintain the CWC water system.

Relevance:

- Evaluating water systems and groundwater availability to determine future funding and operational needs for municipalities.

Ajo Customs and Border Protection Housing | Ajo, Arizona,

Stantec provided survey, land development engineering, concept planning, hydrology, landscaping, irrigation, mechanical/electrical, and LEED planning for the 35% design bridging documents and specifications for a new US Customs and Border Protection (CDP) home development on an 11-acre site in Ajo, Arizona. Our team designed utilities and produced sewer and water plans, site electrical and utility unit service plans, site electrical lighting plans, and landscape and irrigation plans. During construction, we provided construction administrative and observation services on behalf of the GSA.

Relevance:

- Working along the US and Mexico border and collaborating with GSA and CDP on a range of engineering disciplines.
- Assisting border communities to address aging infrastructure and plan for new development.

D. Reference Listing

References

South Campus Study | University of Arizona, Tucson, Arizona

Owner: Greg Hitt, Senior Program Manager,
PCRWRD Planning and Engineering,
greg.hitt@pima.gov, (520) 724-6567

Ryan Airfield Sewer Study | Ryan Airfield, Tucson, Arizona

Owner: Mike Smejkal, Director of Engineering,
Tucson Airport Authority,
msmejkal@flytucson.com, (520) 573-4856

Tacna Water Study | Yuma, Arizona

Owner: Nancy Njai, Yuma County Community Planning
Supervisor, Yuma County,
Nancy.ngai@yumacountyaz.gov, (928) 373-1114

**Town of Wellton Wastewater Collection and Treatment
Feasibility Study + Orange Grove/Rancho Mesa Verde
Preliminary Engineering Report | Yuma, Arizona**

Owner: Rachel Stallworth, Yuma County Improvements Districts,
rachel.stallworth.yumacountyaz.gov, (928) 341-2500

**Expansion and Modernization of the Mariposa Land Port of
Entry | Nogales, Arizona**

Owner: Jill Manzi, Project Manager – Design and Construction
Division, GSA – Pacific Rim Region, (602) 307-5827

Colleen Ruiz PE, MPA, CFM

Principal-in-Charge

Colleen offers 22 years of professional experience in community development engineering. She has a wide range of technical and leadership skills with core competencies in residential, commercial, industrial, federal, and municipal capital improvement design as well as municipal review of engineering plans and plats. Colleen excels at collaboration with community stakeholders to understand their needs and achieve project goals. She has vast experience managing masterplans for water, wastewater, development, and transportation projects. Her management skills include community outreach, contract administration, due diligence, project management, quality control, and team building.

EDUCATION

Master of Public Administration, Grand Canyon University, Phoenix, Arizona, 2019

Bachelors of Science in Civil Engineering, New Mexico State University, Las Cruces, New Mexico, 2007

REGISTRATIONS

Certified Floodplain Manager #US-18-10456, Association of State Floodplain Managers

Professional Engineer #62529, State of Arizona

Professional Engineer #16240, State of New Mexico

MEMBERSHIPS

Member, American Public Works Association (Arizona)

AzTAP Committee Member, Urban Land Institute

Member, Valley Partnership

Member, NAIOP Commercial Real Estate Development Association

Member, Arizona Floodplain Management Association

AWARDS

2019 Arizona City/County Manager Esser Scholarship, Tuition assistance from Arizona City/County Managers towards a Master's in Public Administration at Grand Canyon University

PROJECT EXPERIENCE

GOVERNMENT

Chandler Airport Runway and Taxiway Drainage Improvements | Chandler, AZ | Civil Plan Review

Colleen reviewed construction plans to improve drainage, including grading, drainage analysis, and installation of culverts, on several of the runways on the Chandler Airport. She provided feedback concerning floodplain requirements, pavement sections, drainage analysis, and survey data.

Los Alamos National Laboratory - Utility Corridor* | Los Alamos, New Mexico, United States | Project Engineer

Colleen worked with staff at Los Alamos National Laboratories to design a utility corridor for future building expansions and to locate existing, undocumented utilities to update the site's mapping and avoid future utility conflicts.

Kirtland Air Force Base - Entry Gates, Shooting Range, Bunker, Parking Lots* | Albuquerque, New Mexico, United States | Project Engineer

Colleen redesigned Kirtland Air Force Base's entry gates after 9/11 to minimize terrorists' threats. Design changes included access routes, detection equipment, additional barriers, and drainage improvements. She also designed a shooting range, several parking lots, access roads, and a nuclear bunker to meet the Air Force's specifications.

Sandia National Laboratories - MESA Project, Telecommunication Corridor, & Site Design* | Albuquerque, NM, United States | Project Engineer

Colleen was the civil engineer of record for the Microsystems and Engineering Science Application (MESA) facility, the largest construction project ever constructed by Sandia National Laboratories. The design-build project budget was \$300 million and included five new buildings within the campus design, including grading and drainage, parking lot design, and a utility corridor design. She led the design team for this three-year design process through multiple, fast-paced phased schedules and also provided construction administration. Sandia National Laboratory was pleased with the MESA project design and contracted with Colleen to work on a site-wide telecommunications duct-bank project involving thousands of utility potholes and extensive utility locating. She completed several other design projects for Sandia National Laboratories, including landscaping and drainage projects, parking lot expansions, roadway improvements, and drainage design.

WASTEWATER / STORMWATER / RECLAIMED WATER

Grants, NM Wastewater Treatment Facility Improvements* | Grants, New Mexico | Project Engineer

Colleen and the City of Grants, NM teamed together to prepare a preliminary engineering report to address effluent reuse and disposal of the City's wastewater to correct exceedances to their groundwater discharge permit due to on-compliant facilities. The engineering report was approved, and the projects were funded. She worked with a team of engineers to rehabilitate the wastewater treatment facilities headworks, including screen replacement, renovation of discharge channel, and rehabilitation of the electrical control room. New aeration treatment facilities were constructed for sedimentation and sludge de-watering. An emergency generator was installed, existing facilities were removed and disposed of, and the existing lagoons were closed to bring the site back into compliance.

Los Alamos County, Reclaimed Water System Improvements* | Los Alamos, New Mexico, United States | Project Manager

The Los Alamos community and Colleen worked together to provide grey water irrigation for the municipal golf course. She was the project manager for a town-wide reclaimed water irrigation system that included lead abatement for a water storage tank, golf course, SCADA upgrades, several miles of transmission line, and a booster pump system. Colleen provided specifications, calculated the cost, provided bidding services, coordinated regular project progress meetings, specification review, construction administration, and submitted as-built record drawings for the project. This project crossed several neighborhoods and designated open spaces, as well as the only golf course in town. Community involvement and communication were key to the success of this sustainable project.

INDUSTRIAL

Intel Civil Improvements* | Chandler, Arizona, United States | Civil Review and Approval

Colleen was assigned municipal review and approval responsibilities of all Intel civil projects associated with site expansion and improvements, including a drainage master plan that re-routed a 600-acre site's drainage, multiple parking lots, access road widening, miles of utilities, and a new water treatment facility. She fast tracked these reviews and worked with multiple engineers and Intel personnel to deliver cost-savings and quality control.

Northrup Grumman Chandler Campus* | Chandler, AZ, United States | Civil Review

Colleen provided civil engineering review and construction management for the Northrup Grumman site on Price Road in Chandler, Arizona. This review included extensive drainage improvements, utilities, offsite paving, and the final plat. Project was fast tracked with expedited review times and provided 617,000-square feet in two buildings on a 47-acre campus, with manufacturing taking 261,000-square feet of the building space.

TRANSPORTATION

Ocotillo Road Widening* | Chandler, AZ, United States | Senior Civil Plan Reviewer

Colleen provided civil engineering review for the Ocotillo Road widening capital improvements project (CIP). She confirmed that city code and design requirements were met and coordinated an off-site, private development project with ties to each side of the CIP project to confirm continuity, drainage, irrigation, and utility conflicts were addressed on both improvement plans.

Commonwealth Street Widening and Irrigation Canal Improvements* | Chandler, AZ | Senior Civil Plan Reviewer

Colleen reviewed and approved plans to widen Commonwealth Boulevard and upgrade an existing historic drainage ditch in Chandler's downtown area. She worked with the designer and CIP manager to solve drainage issues, create bypass solutions, coordinate utility crossings, address ADA issues, and coordinate multi-disciplinary reviews to provide consistent feedback.

POWER TRANSMISSION & DISTRIBUTION, SUBSTATIONS

SRP Knox Substation* | Chandler, Arizona, United States | Senior Civil Plan Reviewer

Colleen provided civil engineering review and approval of SRP's Knox substation on Price Road in Chandler.

SRP 230KV Under-Grounding, Price Corridor* | Chandler, AZ | Senior Civil Plans Reviewer

Colleen worked with the City of Chandler's Economic Development team for justifications for under-grounding a 230-kV transmission line. She also provided civil engineering review for a CIP utility relocation project to make room for the large ductbanks through several miles of roadway. Additionally, Colleen provided civil review of SRP's plans to confirm consistency between the CIP and SRP improvements. This was a fast paced, successful project that led to a collaborative relationship between SRP and the City of Chandler.

COMMERCIAL DEVELOPMENT

Chandler, AZ Commercial Development Review* | Chandler, AZ, United States | Senior Civil Plan Reviewer

Colleen reviewed hundreds civil improvement plans and plats for commercial projects within this City of Chandler ranging in size from a single Starbucks to large commercial shopping centers for over 1,000 acres of total development. She made sure that local and regional code and regulations were met and that sound engineering practices were followed. Colleen also reviewed erosion and sediment control plans.

Chandler Regional Hospital Expansion | Chandler, Arizona | Project Manager

Colleen provided construction administration for Chandler Regional Medical Center's expansion. These \$192 million improvements include a new parking garage, a new hospital tower with 96 beds, loading dock, paving, drainage, and utility improvements.

James Wright PE

Project Manager

Jim has more than 14 years of experience at Stantec working on and managing a wide variety of challenging and diverse projects. His broad range of expertise includes water and wastewater infrastructure design, roadway design, civil site design, airport design, and construction administration. As project manager, Jim will serve as the primary contact for Cochise County and will lead our integrated multi-disciplinary team of professionals. He is ultimately responsible for all deliverables and for keeping the schedule and budget on track. Jim excels at fostering communication across all members of the team to keep his projects moving forward to meet client's goals.

EDUCATION

BS, Civil Engineering Technology, Rochester Institute of Technology, Rochester, New York, 2007

REGISTRATIONS

Professional Engineer #53424, State of Arizona

MEMBERSHIPS

Chairperson; Occupational Program External Advisory Committee, Computer-Aided Design, Pima Community College

Member, Society of American Military Engineers, Southern Arizona Post

PROJECT EXPERIENCE

BORDER CROSSINGS

San Ysidro Land Port of Entry | San Diego, California | Project Engineer/Construction Administrator

This design-build project is for the expansion and modernization of the largest land port of entry in western hemisphere with a cost of \$135 million. Jim, as project engineer, is providing coordination between the contractor, the architect, utility designers, structural engineers, storm drain designers, and landscape architects. He is also responsible for coordinating the site design throughout duration of the project. Jim is currently overseeing the civil portions of the project as a construction administrator, responding to RFIs, reviewing submittals, addressing unanticipated field conditions in real time, and providing periodic inspection of new construction. This project is scheduled for completion in early 2019.

TRANSPORTATION BORDER CROSSINGS

Virginia Avenue Transit Center | San Diego, California | Project Engineer

A fast-tracked design-build project that was needed in order to open the San Ysidro international port crossing on time. Jim was the project engineer in charge of overseeing design team efforts and coordinating with the design-build contractor. The project was fast tracked because prior to demolition of the Northbound Pedestrian Processing Facility, at the busiest land port in the western hemisphere, alternative arrangements were required for the inspection of northbound pedestrian traffic. With a new processing facility nearing completion west of the port, multimodal options were required for the approximately 15,000 pedestrian travelers a day. Taking on this challenge, the design-build team of Stantec and Hensel Phelps designed, permitted, and constructed the Virginia Avenue Transit Center in just nine months, allowing the new West Pedestrian Center to open on time.

WASTEWATER

ROMP Water and Energy Sustainability Center | Tucson, Arizona, US | Project Engineer

Stantec provided site civil, hydrology, traffic, landscape, electric site lighting, on-site and off-site utilities for water and sewer, and paving for the Pima County Regional Wastewater Reclamation Department Central Lab on a six-acre parcel just west of I-10, and South of El Camino De Cerro, and north of the new Roger Road Wastewater Treatment Facility. Jim was responsible for developing the site plan and all site design related issues, including access roadways, parking lots, and wet and dry utility design and coordination. He also oversaw the construction administration, holding weekly meetings, responding to RFI's and submittals, and providing final documentation to the County for close out of the project. The ROMP project won the MPA Common Ground Award.

WATER

EPCOR Water, Water Main Extension – Sarival Rd. to Luke AFB, Phoenix, Arizona (Project Engineer)

Stantec provided construction documents for 2.4 miles of new 12-inch water main along Sarival Avenue and Northern Avenue to a storage tank at Luke Air Force Base. The new connection allowed additional water system capacity from EPCOR's public service to augment the existing Luke AFB system and ensure a reliable water supply for the base. Jim was responsible for the design of the extension which included jack and bores to reduce traffic impacts at intersections during construction.

Rosemont Mine Water Supply System, Pima County, Arizona (Project Engineer)

The Well Water Collection System and Fresh Water Delivery System includes the development of eight groundwater wells, approximately 78,000-feet of 20-inch steel and high-density polyethylene (HDPE) pipe, and five 7.2-MGD (5,000 gpm) booster pump stations to lift the raw water 2,000 feet over the Santa Rita Mountains. Since Rosemont Copper's peak water demand was identified at 7.2 MGD (5,000) gpm, the wellfield and water supply pipelines have been designed to produce and deliver the matching capacity. The project was value engineered in 2018 to reduce the number of pump stations from four to two, saving Rosemont millions of dollars in infrastructure cost. Five duty booster pumps were designed for each of the two pump stations at 1.44 MGD (1,000 gpm) both at 750 psi. They each incorporate 600-horsepower vertical turbine pumps into their design. The project is currently near design completion and is anticipated to be completed by early 2020. Jim was responsible for design and alignment of the maintenance and access road needed for the construction from the second pump station to the connection with the tank at the mine site.

PEDESTRIAN CROSSINGS

Grant Road and Arcadia Avenue Bike HAWK | Tucson, Arizona | Project Manager

Jim was responsible for the design of a joint pedestrian and bike HAWK crossing on Grant road at Arcadia Avenue. The HAWK crossing included the design of a new ADA compliant sidewalk and ramp improvements and new signalization and bicycle lane striping on Arcadia. This project was part of a City of Tucson on-call contract.

22nd Street and Belvedere Avenue HAWK | Tucson, Arizona | Project Manager

Jim was responsible for the design of a pedestrian HAWK crossing on 22nd Street at Belvedere Avenue. The HAWK crossing included the design of new ADA compliant sidewalk and ramp improvements and new signalization. This project was part of a City of Tucson on-call contract.

Speedway and Richey Boulevards HAWK | Tucson, Arizona | Project Manager

Jim was responsible for the design of a pedestrian HAWK crossing on Speedway at Richey Boulevards. The HAWK crossing includes the design of new ADA compliant sidewalk and ramp improvements and new signalization. This project was part of a City of Tucson on-call contract.

SINGLE FAMILY RESIDENTIAL

Ajo Customs and Border Protection Housing | Ajo, Arizona, United States | Project Engineer

Project was for a new US Customs and Border Protection home development on an 11-acre site in Ajo, Arizona. Jim was the project engineer on the Stantec team which provided survey, land development engineering, concept planning, hydrology, landscaping, irrigation, mechanical/electrical, and LEED planning for the 35% design bridging documents and specifications. The project included review of construction documents produced by the design-build team and inspection of the construction on behalf of GSA. The project was certified LEED Platinum.

AIRPORTS & AVIATION

Tucson International Airport RON Apron Expansion | Tucson, Arizona, United States | Project Engineer

Stantec provided design and construction administration services on this highly successful CMAR delivery project at the Tucson International Airport (TIA). Jim was the project engineer responsible for the design of the main terminal apron reconstruction, including the replacement of over 170,000-square yards of PCCP; the redesign of existing apron grades to comply with current codes; redesign of the apron storm drainage facilities; retrofit and replacement of the sanitary sewer system; and new pavement markings. He also assisted the airport with coordination of aircraft movement around the construction site during the 14-phases of the project, as well as overall project phasing. Jim moved from design to construction administration and performed on site construction management services throughout the duration of the project.

CONSTRUCTION ADMINISTRATION

Tucson International Airport - Main Terminal Apron Reconstruction | Tucson, Arizona | Construction Administrator

Jim oversaw the construction of the Main Terminal at Tucson International Airport (TIA) during this two-year project and acted as the owner's representative. He oversaw weekly project meetings with the contractor, reviewed and addressed contractor RFI's and submittals, and ensured that paperwork documenting the construction was complete in accordance with Federal Government (FAA) criteria. Jim also performed field observations and provided field direction to address unanticipated conditions as they arose on the job. This project was performed under the CMAR delivery model.

Bill Ferris, Jr. PE

QA/QC

Bill is a senior principal and business operations manager for Stantec in Arizona, following his tenure managing the civil/transportation staff in the New York and Pennsylvania offices. He was recently appointed as the transit sector leader for Stantec's efforts in the Southwest.

During his 32 years at Stantec, Bill has been responsible for the management, planning, and design of numerous complex civil/transportation improvement projects from rural/urban arterials to expressways and interchanges. In total, he has led design teams on 30 capital projects totaling over \$1.1 billion in construction costs. His responsibilities have included managing design for the expansion and modernization of GSA's Mariposa (\$200M) and Morley Gate Land Port of Entries. Bill is comfortable and experienced with directing large civil projects, including management of three sequential construction contracts for a \$144 million system interchange and expressway reconstruction project in Corning, New York and the design-build of the first Light Rail Extension in a suburb of Phoenix, Arizona (\$130M). He is also adept at building consensus on an array of topics as demonstrated through the development of a bi-national Arizona-Sonora Border Master Plan, which involves numerous federal, state, and local agencies from Phoenix to Mexico City and Washington DC to San Diego.

EDUCATION

BS, Civil and Environmental Engineering, Clarkson University, Potsdam, New York, 1988

Construction Claims, Saddle Island Institute, New York, 2004

Plan and Design of Service Interchanges, American Society of Civil Engineers, Arizona, 2007

Effective Management for Engineers, American Society of Civil Engineers, New York, 2001

Project Management, American Society of Civil Engineers, New York, 2000

Modeling of Mobile Source Air Quality Impacts, University of Central Florida, Florida, 1999

REGISTRATIONS

Professional Engineer #43292, State of Arizona

MEMBERSHIPS

Board Member, American Council of Engineering Companies (Arizona)

Member, Chi Epsilon National Civil Engineering Honor Society

PROJECT EXPERIENCE

BORDER CROSSINGS

Expansion and Modernization of the Mariposa Land Port of Entry | Nogales, Arizona, US | Project Manager

Managed multidisciplinary team to completely redesign the extremely constrained site. Responsible for survey, site civil, utility, traffic, drainage, land acquisition mapping, building information modeling, communication systems, and transportation design for the demolition of the existing facilities (43-acre site) and expansion (12.6 acres) necessary to accommodate the growth in cross border traffic. To effectively expand the footprint, over one-mile of retaining wall and 600,000 cubic yards of imported fill were implemented to overcome a 50-foot fall to the adjacent valley floor. The heart of the compound was completely reconstructed, including nine buildings and over a mile each of storm/sanitary sewer and potable water infrastructure. Developed a four-phase construction plan (majority of civil – Phase I) that allowed continuous operations with minimal disruptions. The Mariposa Land Port of Entry is the largest commercial border crossing in Arizona accommodating over 1.5 million vehicles per year (\$156 M).

Arizona-Sonora Border Master Plan | San Luis to Douglas, Arizona, US | Project Manager

This comprehensive study, funded by FHWA, focused on developing and implementing a plan to identify, prioritize and promote Land Port of Entry and multi-modal transportation infrastructure projects in close proximity to the border that improve cross border travel efficiencies. The study included the design of a process to ensure that relevant stakeholder agencies participated in the planning of the port and transportation projects. The bi-national participants included: Department of State, FHWA, GSA, Homeland Security, Customs and Border Protection, IBWC, Union Pacific Railroad, ADOT, Arizona Office of Tourism, local counties, municipalities and metropolitan planning organizations and each of their counterpart agencies from Mexico (\$1.1M fee).

San Ysidro Land Port of Entry | San Diego, California, US | Project Manager

Initial project efforts focused on the new Virginia Avenue Transit Center and a temporary office complex allowing for the relocation of the majority of GSA and CBP staff. The VATC provides transportation options for the daily influx of 20,000 pedestrian travelers, including bus, taxi, pedi-cab and general-purpose pick-up/drop-off. This effort was designed, permitted, and constructed in just nine months. Additional project elements include planning, reprogramming, and design of the new 102,000-sf northbound pedestrian processing facility; new overhead pedestrian bridges (connecting to the operations center); and significant renovations to the Historic Customs House. When all of the San Ysidro Expansion and Configuration projects are completed, the improvements will yield a 100 percent-plus increase in the infrastructure to process U.S. bound travelers.

ADOT Truck Weigh and Credential Processing Facility – Mariposa Land Port of Entry | Nogales, Arizona, US | Principal

Served as Principal-in-Charge for the design of a new Truck Weigh and Credential Processing Facility adjacent to the Mariposa Land Port of Entry. Improvements included seven inspection booths; a new administration building at the existing Arizona State Inspection Facility; dynamic message signing; slow speed weigh-in motion scales; new Portland cement concrete paving; storm drain; and ancillary water, sewer, fire suppression, electrical, data, and communications infrastructure.

Mariposa Pedestrian Pickup/Drop-off Facility Study | Principal

Because of a concern regarding the safe passage of pedestrians between the Mariposa LPOE and the adjacent road network, GSA requested that Bill develop alternatives for the creation of a pedestrian pick-up/drop-off facility. The study reviewed truck, car, and pedestrian circulation patterns with specific emphasis on the free-flow truck exit from the port. Bill hosted a workshop with all of the key stakeholders and analyzed potential locations, parking layouts, and vehicle size accommodations (bus, van-pool, car only scenarios).

Outbound (Southbound) Inspection Facility Study, Mariposa Land Port of Entry | Nogales, Arizona | Principal

Because of the change in CBP protocols necessitating the inspection of southbound traffic, GSA requested that Mr. Ferris review conceptual plans generated by GSA and recommend additions, deletions, modifications, and/or alternatives. Bill generated alternatives to better accommodate transportation improvements, truck docks, and internal circulation for the first new Outbound Inspection Facility in the US (\$7.5M Design/Build). Following the planning study, Bill directed the design team in the completion of the final construction documents.

Mariposa Pedestrian Tunnel | Principal

Bill is directing final design plans for the new pedestrian tunnel that will pass under the truck-only exit (1,400 vehicles per day) of the largest port in Arizona.

Morley Gate Land Port of Entry Pedestrian Re- Engineering | Nogales, Arizona | Project Manager

Managed the engineering elements necessary to improve this outdoor, pedestrian only border crossing between Sonora, Mexico and Nogales, Arizona. Improvements included a new canopy structure and chilled air for officer/pedestrian comfort, wayfinding elements (both structural and through signage), outbound inspection facilities, upgraded electrical, drainage, and communication infrastructure (\$1M).

San Luis I Pedestrian Enhancement Study | San Luis, Arizona | Senior Oversight

Bill coordinated with the prime architect to develop a plan that eliminated the tandem inspection layout in lieu of a series of stations with preliminary kiosks to more effectively process visitors.

San Luis II Gantry Building | San Luis, Arizona | Senior Oversight

Bill coordinated with the prime architect to design a new Non-Invasion Investigation (NII) facility at the commercial-only port.

Kiersten Wangsvick PE, PMP

Wastewater Engineer

Kiersten has more than 16 years of water and wastewater engineering experience on a wide variety of public and private funded projects. She has worked on designs for gravity sewers, sewer pump stations, force mains, transmission mains, water distribution lines, tanks, and well sites. Kiersten also has solid experience developing preliminary engineering reports and feasibility studies for water and wastewater infrastructure projects. She recently developed wastewater feasibility studies for the Town of Wellton, Arizona, for Ryan Airfield in Tucson, Arizona, and for Orange Grove Rancho Mesa Verde near Yuma, Arizona. Kiersten served as project manager for the University of Arizona Sewer Feasibility and Alignment Study Report Parts I & II for Pima County Regional Wastewater Reclamation Department (RWRD).

EDUCATION

MS, Agricultural & Bioresource Engineering, Colorado State University, Fort Collins, Colorado, 1997

BS, Agricultural Engineering, Colorado State University, Fort Collins, Colorado, 1995

REGISTRATIONS

Pipeline Assessment & Certification Program (PACP) #U-716-07004845, National Association of Sewer Service Companies

Professional Engineer #39530, State of Arizona

Wastewater Operator Class 2 #OP011469, Arizona Department of Environmental Quality

Project Management Professional (PMP)® #1764298, Project Management Institute

PROJECT EXPERIENCE

WASTEWATER

Town of Wellton Wastewater Collection and Treatment Feasibility Study | Town of Wellton, Arizona | Project Engineer/Assistant Project Manager

Kiersten developed the wastewater collection and treatment feasibility study for the Town of Wellton for a Grove Rancho Mesa Verde Sanitary Sewer Collection System. The purpose of the future sewer project is to provide sewer service to the 604 parcels of the proposed Town of Wellton Wastewater Improvement Service Area, a 775-acre low-income zone located in Yuma County. This project analyzed alternatives for a regional Town of Wellton wastewater collection and treatment system.

University of Arizona Sewer Feasibility and Alignment Study Report Parts I & II | Tucson, Arizona | Project Hydraulic Engineer (Part I) and Project Manager (Part II)

Project evaluated sewer capacities around the University of Arizona (UofA). Future development buildout flows have potential to exceed existing sewer capacities. Sizing upgrades and alignment recommendations were provided. Project included utility composite maps, preliminary plan sheets, and Engineer's Opinion of Cost for the recommended sewer improvements. For Part I, Kiersten performed the hydraulic analysis on seven sewersheds and three of these were identified as undercapacity to convey future buildout flows and performed the development parcel build-out flow calculations. For Part II, Kiersten was the project manager. Part I of the project identified both known planned imminent development and potential future development in the one-square mile study boundary area. The capacity of the existing sewer lines within this study area was evaluated to determine whether sewer would meet the existing and future development flow demands. The sewer trunk lines were evaluated, and detailed sizing upgrades and alignment recommendations were provided. In Part II of the project, Stantec evaluated downstream sewer capacity of the sanitary sewer system beyond the one-square mile study area boundary. An Innovyze Infoworks ICM hydraulic model identified three downstream reaches where the current sewer collection system would be under-capacity for the estimated future build-out flow conditions. Additional sewer capacity upgrades were recommended for the downstream segments of these sewersheds to ensure the collection system meets the future development build-out flow conditions.

Orange Grove/Rancho Mesa Verde Preliminary Engineering Report | Yuma County, Arizona | Project Engineer/Assistant Project Manager

Kiersten developed the Preliminary Engineering Report (PER) for the Orange Grove Rancho Mesa Verde Sanitary Sewer Collection System. This sewer connection project will provide sewer service to the 332 parcels of the proposed Orange Grove/Rancho Mesa Verde (OGRMV) Improvement District, located in Yuma County, east of the City of Somerton in Arizona. The properties within the OGRMV low-income subdivision have septic tanks and/or cesspools for wastewater disposal. The PER analyzed alternatives for collecting wastewater within the two subdivisions, for routing a sewer connection from the OGRMV subdivisions to the City of Somerton, and for connecting to the existing City of Somerton sanitary sewer systems. Our team performed a capacity analysis of the City of Somerton collection system at Potential connection points and analyzed impacts of the additional flow to existing downstream wastewater lift stations. The

recommended project will include a new sewer lift station and force main for the sewer conveyance on the south side of US 95, as well as upgrades to an existing City of Somerton lift station.

Ryan Airfield Sanitary Sewer Study | Tucson, Arizona | Project Engineer/Assistant Project Manager

Kiersten investigated and evaluation of approaches to manage the existing and future wastewater at Ryan Airfield for this sanitary sewer study. The Tucson Airport Authority (TAA) operates and maintains Ryan Airfield, an important general aviation reliever airport to Tucson International Airport. Ryan Airfield currently utilizes numerous older septic systems to provide wastewater treatment and disposal. This sewer feasibility report recommended alternatives for wastewater collection and treatment at Ryan Airfield to accommodate anticipated growth. Project tasks included collecting information about existing septic systems, evaluation of options for managing wastewater for sustained growth, developed cost estimates, projected engineering/construction schedules for key alternatives, and provided a recommendation for managing wastewater for future growth at the airfield.

Tangerine-Downtown Sewer Improvement Project | Marana, Arizona | Project Engineer/Assistant Project Manager

Project included modifications to the existing 803 gpm pump station, as well as design of 5,181-linear feet 8-inch DR11 HDPE force main, 9,370- linear feet 15-inch SDR 35 PVC gravity sewer, 11,145-linear feet 18-inch SDR35 PVC gravity sewer, and 51 manholes. Project required disconnecting Saguaro Bloom Lift Station (originally designed by Stantec in 2005) from Pima

County sewer collection system and connecting it to the Marana wastewater collection system at a point northeast of the Santa Cruz River. To complete the project, crossing the Santa Cruz River via horizontal directional drilling, working within a narrow utility corridor, and coordinating with diverse jurisdictions was required. Evaluated components of sewer project for alternatives evaluation and performed engineering hydraulic analysis. Developed Engineering Design Report and engineering cost estimates.

Luke Air Force Base Sewer Collection System Improvements | Glendale, Arizona | Project Engineer

Previous studies noted that certain portions of the Luke Air Force Base (AFB) sewer collection system require replacement. Luke Air Force Base sought sewer collection system improvements to bed-down the F-35 Joint Strike Fighter (JSF) F-35A Lightning II (F-35). The objective of this project was to review the existing sanitary sewer collection system flow requirements, determine future flow requirements, evaluate potential sewer collection system layouts, and provide recommendations for replacement of the existing system for the areas of concern. Kiersten analyzed survey data and conducted sewer capacity modeling for existing Luke AFB sanitary sewer facilities.

Avondale Sewer System Repair Project: 107th Ave. at Garden Lakes Parkway | Avondale, Arizona | Project Manager

The existing 12-inch sewer segment that crosses a major intersection commonly experienced flow backups and required frequent flushing. The existing sewer line had multiple sags, low spots, and adverse grades, particularly near the manhole in the center of the intersection. Project provided improved wastewater conveyance for a sewer segment near Garden Lakes Parkway, located within the City of Avondale, in Maricopa County, Arizona. Stantec coordinated CCTV inspection, flow monitoring for bypass pumping, potholing, geotechnical borings, and utility clearances. Final design included four new manholes, 370-linear feet of new 12-inch PVC sewer, and 175-linear feet of 12-inch sewer installed via jack and bore under the intersection, SRP canal and RID canals.

City of Phoenix Basin N & L Sanitary Sewer Collection System Study | Phoenix, Arizona | QA/QC Independent Reviewer

Stantec completed a study of Phoenix sanitary sewer Basins N and L which are located outside of the City's boundaries in a portion of Paradise Valley. The purpose of the study was to clarify which commercial and residential buildings are connected to the City's sanitary sewer system. We then verified that all connected properties were being billed and unconnected properties were not. A combination of billing data, GIS data, CCTV inspection, and smoke testing were reviewed as part of the assessment. Kiersten performed the QA/QC Independent Review for the project.

WASTEWATER TREATMENT

Tres Rios WRF Sludge Holding Tank System Modifications and Site Civil Improvements | Pima County, Arizona | Project Manager

Project included the feasibility study for redesign the bladder system to include a completely new storage structure and truck filling pump station to move eight percent biosolids (thickened sludge) from the centrifuge building to the truck loading stand. Preliminary options considered a new biosolids storage tank and truck filling pump station to improve operations. RWRD later requested study of an option to replace the bladder and the truck filling pump station and site civil improvements at Facility 22 (the bladder tank site) that included drainage improvements, a new gravity drain line, extension of a service water line, replacement of a foul air line, and elevation of a transformer.

Tricia Cook PE

Water Engineer | Utilities

Tricia is a project engineer with more than 38 years of experience in design and construction management of civil projects. She has been involved in the conceptual design, planning, and design of municipal infrastructure systems including water, wastewater, roads, and stormwater.

Tricia has experience with computer analyses, computer modeling, report preparation, contract preparation, and permit applications. She has been involved in the design and project management for water supply, water distribution, water treatment, wastewater collection, wastewater pumping, and wastewater treatment. Tricia also has roads and drainage experience with operation and maintenance requirements including providing operator assistance and training.

EDUCATION

MBA, University of British Columbia, Vancouver, British Columbia, 1991

BS, Civil Engineering, Queens University, Kingston, Ontario, 1981

REGISTRATIONS

Professional Engineer #34417, State of Arizona

Professional Engineer #47519, State of Washington

MEMBERSHIPS

Member, Engineers and Geoscientists British Columbia

PROJECT EXPERIENCE

WATER

Expansion and Modernization of the Mariposa Land Port of Entry | Nogales, Arizona, US | QC/Project Engineer

Tricia provided QC for the design for the water sewer servicing at the site including the new meter and connection to the Nogales water system. Tricia also provided design and permitting services for the water system that provided fire protection for the site, working closely with the Fire Protection Engineer. The fire protection system was designed per GSA and NFPA requirements. In addition to providing design services for the fire protection system, Tricia provided inspection services for the completed system.

San Ysidro Land Port of Entry | San Diego, California, US | Utility Design Lead

Tricia was the lead designer for the water, sewer, reuse and storm drain lines to serve the expansion and modernization of the largest land port of entry in western hemisphere. The scope included connection to the existing wastewater treatment system, modifications to an existing lift station and construction of a new lift station. Tricia worked closely with the other disciplines and Contractor throughout construction.

Tacna Water Study | Yuma County | Project Manager/Engineer

Stantec is currently completing a study for Yuma County for the Tacna Water System. We are completing a preliminary engineering report (PER) and Environmental Report (ER) for the system per USDA Rural Development standards, to allow Yuma County to apply for CDBG funding for the project. The existing water system includes 175 service connections. The water system includes a groundwater well, storage, pumps and distribution piping. The system is in violation of ADEQ requirements for arsenic and the water quality has very high total dissolved solids, so it is very poor quality. The purpose of the study is to determine the best long-term solution for the community to provide a safe and reliable water system. Both surface water and groundwater are being evaluated as wells various treatment techniques. The report includes life cycle cost analyses for the potential alternatives including both capital and O&M considerations. This study will be complete in January 2020.

Luke Air Force Base Water Study | Glendale, Arizona | Project Manager/Engineer

Stantec has worked with Luke AFB for more than 20 years on numerous utility projects that branched into planning, transportation, architectural, and MPE projects, in addition to the water and wastewater projects. As part of the planning for the F-35, we have recently completed both water and wastewater master plans, and design for replacement of aging waterlines on base. The water system assessment considered water supply, water treatment, water storage and water distribution. Various options for water supply including the potential to connect to neighboring communities were assessed. Treatment options to address the declining quality of groundwater wells in the area were also considered. A detailed hydraulic model for the water system was prepared and used to assess available flows for domestic needs and fire flows to determine future pipe sizes. The wastewater assessments considered routing for the gravity collection system and options to reduce the number of lift stations as well as ways to improve the wastewater treatment

operations. The potential for a connection to neighboring communities was also assessed.

Following the study, three areas of the base were selected for waterline replacements, 1300 Area, 100-400 Area, and the 900 Area. We designed replacement for 8-through 24-inch water lines throughout these three areas. The new pipe will mostly replace 40-year old asbestos cement and cast-iron pipe. The replacement design has considered the hydraulics and current fire protection requirements for the buildings. Many of the existing lines were upsized to meet current criteria. The Study and design were started in 2011 and completed in phases in 2015.

Chaparral City Water Company Water Master Plan | Fountain Hills, Arizona | Project Manager

Tricia prepared a comprehensive water master plan for the City of Fountain Hills water system, which is owned and operated by the Chaparral City Water Company (CCWC). The CCWC water system includes surface and groundwater supplies, five pressure zones, pump stations, and reservoirs. The project included modeling and preparation of a detailed report with recommendations to improve the current system and upgrade as the community grows.

Navajo County Public Works Complex Well, Storage, and Pump Station Facilities | Navajo County, Arizona | Lead Design Engineer

Stantec completed a fast-tracked design for a new water system to serve the new County Public Works complex. The system included a new groundwater well, booster pump system, fire pump system, reservoir and connection to the existing distribution system. The system has been sized to accommodate future commercial development adjacent to complex. The new well is 700-feet deep and will be equipped with a 40 HP submersible well pump to provide 425 gpm, with disinfection and back-up power. The pump station includes both a booster pump system which has 3 multi-stage vertical centrifugal pumps, and a diesel driven fire pump to provide 1500 gallons at 80 psi. The storage tank is a glass lined steel bolted 200,000-gallon tank, with a Grid B to improve circulation.

|Ryan Airfield Sanitary Sewer Study | Tucson, Arizona | Senior Review

Stantec conducted an investigation and evaluation of approaches to manage the existing and future wastewater at Ryan Airfield for this sanitary sewer study. The Tucson Airport Authority (TAA) operates and maintains Ryan Airfield, an important general aviation reliever airport to Tucson International Airport. Ryan Airfield currently utilizes numerous older septic systems to provide wastewater treatment and disposal. This sewer feasibility report recommended alternatives for wastewater collection and treatment at Ryan Airfield to accommodate anticipated growth. Project tasks included collecting information about existing septic systems, evaluation of options for managing wastewater for sustained growth, developed cost estimates, projected engineering/construction schedules for key alternatives, and provided a recommendation for managing wastewater for future growth at the airfield.

Yuma City Waterline Project | Yuma, Arizona | QA/QC

Stantec completed the design for multiple reaches of waterline through old Yuma. Trenchless technologies were evaluated and included in the scope to compare to traditional pipe installations. In addition, three different pipe materials were examined for use: ductile iron, PVC, and HDPE.

Community Water Company Water System Improvements Design Plan Update and Asset Management Plan | Green Valley, Arizona | Senior Review

Tricia assisted with the update to the Community Water Company (CWC) Water System Improvement Design Plan, which was last updated in July 2009. CWC serves approximately 13,100 customers through a 3-inch to 16-inch diameter distribution system. Updated items included characterization of the CWC water system, the replacement value of CWC system, existing and future water demands, evaluation of the existing and future systems, and the capital improvement program. In addition to the update, a 100-year groundwater well plan and asset management plan were completed. The 100-year groundwater well plan evaluated and provided input concerning replacement of existing well facilities. The asset management plan allows CWC to anticipate future funding and operational needs to maintain the desired level of service and present the plan to the Arizona Corporation Commission to justify water system rates needed to maintain the CWC water system.

Orange Grove/Rancho Mesa Verde Preliminary Engineering Report | Yuma County, Arizona | Senior Review

Stantec prepared a Preliminary Engineering Report (PER) for the Orange Grove Rancho Mesa Verde Sanitary Sewer Collection System. This sewer connection project will provide sewer service to the 332 parcels of the proposed Orange Grove/Rancho Mesa Verde (OGRMV) Improvement District, located in Yuma County, east of the City of Somerton in Arizona. The properties within the OGRMV low-income subdivision have septic tanks and/or cesspools for wastewater disposal. The PER analyzed alternatives for collecting wastewater within the two subdivisions, for routing a sewer connection from the OGRMV subdivisions to the City of Somerton, and for connecting to the existing City of Somerton sanitary sewer systems. Our team performed a capacity analysis of the City of Somerton collection system at Potential connection points and analyzed impacts of the additional flow to existing downstream wastewater lift stations. The recommended project will include a new sewer lift station and force main for the sewer conveyance on the south side of US 95, as well as upgrades to an existing City of Somerton lift station.

University of Arizona Sewer Feasibility and Alignment Study Report Parts I & II | Tucson, Arizona | QC

This project evaluated sewer capacities around the University of Arizona. Future development buildout flows have potential to exceed existing sewer capacities. Sizing upgrades and alignment recommendations were provided. Project included utility composite maps, preliminary plan sheets, and Engineers Opinion of Cost for the recommended sewer improvements.

Lisa Campbell

Grant Administrator

Bridging our clients with desperately needed funding sources is a passion for Lisa. She is our dedicated grant specialists and administers grants from various programs such as the Small Cities Community Development Block Grant Program (CDBG) Build Grant funding, FHWA (Federal Highway Administration) funding, USDA/RD funding, Environmental Protection Agency, Economic Development Administration, Border Environmental Cooperation Commission (BECC) / North American Development Bank (NADBANK) and USDA/Rural Utilities Service. She understands the grant process, available buckets of funding, and the best way to approach complicated application requirements. Lisa has built professional relationships with state and federal funding agencies and staff, allowing her to serve as a voice for clients navigating the application process. She is familiar with federal and state agency requirements for bidding, contract management, and construction of these programs. Lisa provides operational tools to meet technical, budgetary, and scheduling requirements of projects, as well as provides effective communication with the general public and government agencies.

EDUCATION

Bachelor of Business Management, Western New Mexico University, Silver City New Mexico, Silver City, New Mexico, 2006

PROJECT EXPERIENCE

FUNDING ADMINISTRATION

Water Trust Board Grants*

New Mexico communities can apply for water infrastructure funding to the New Mexico Water Trust Board. The Water Trust Board is managed under the New Mexico Finance Authority and allocates about \$24 million of funding each year to communities facing challenges for residents to have clean, safe drinking water. The appropriations are made through the New Mexico legislature. Applications for funding are often cumbersome for smaller, rural communities who lack full time staff dedicated to public works. Lisa, in support of the client and project manager, provides crucial support in the detailed application process. Her current work includes two applications for the City of Santa Rosa, the City of Portales, and the Village of Wagon Mound.

Colonias Funds*

The US Department of Housing and Urban Development (HUD) defines colonias as rural communities close to the US-Mexico border that lack access to basic services, including water and sewer. These communities struggle to access funding that could improve infrastructure. New Mexico adopted a Colonias Infrastructure Act to ensure adequate financial resources for infrastructure development for colonia recognized communities, provide for the planning and development of infrastructure in an efficient and cost-effective manner, develop infrastructure projects to improve quality of life, and encourage economic development. Lisa, in support of the client and project manager, provides crucial support during the detailed application process.

Various Grants*

Funding streams available to rural communities often extend beyond New Mexico Water Trust Board and Community Development Block Grants, but require time and detailed attention to navigation the application process and bureaucratic challenges. Lisa, in support of the client and project manager, provides crucial support during the detailed application process. Recent clients include the Village of Cloudcroft seeking NMFA-Asset Management funding, San Miguel County seeking a Clean Diesel Act and Tiger Application, and Eddy County application for a BUILD Transportation Grant.

Community Development Block Grants*

Community Development Block grants (CDBG) provide annual funding on a formula basis to cities and counties in need of decent, affordable housing, to provide services to the most vulnerable residents in those communities, and to create jobs through the expansion and retention of businesses. Lisa, in support of the client and project manager, provides crucial support during the detailed application process. Recent clients include the City of Moriarty, Quay County, City of Tucumcari, City of Deming, Town of Clayton, City of Las Vegas, and Mora County.

Cottonwood Rural Water Association*

Lisa assisted the Cottonwood Rural Water Association Water System during the grant application specific to the system improvements. Grants included United States Department of Agriculture Rural Development Water System Improvements grant totaling \$3,625,100 and a loan totaling \$649,000. She also helped this client secure a legislative grant (14-1627-STB) in the amount of \$366,000 and helped to secure connection fees of \$33,800.

Timberon Water & Sanitation District *

Lisa assisted the Timberon Water and Sanitation District through grant application support specific to the Carissa Spring Project 3363-Colinias Infrastructure Funds Board with a final award of \$236,929. She also assisted this client through the process of applying for a United States Department of Agriculture Rural Development Water System Improvements grant. Lisa provided support with other funding sources, including \$100,000 from the 2018 Colonia Infrastructure Projects fund; \$72,080 from a legislative grant; \$308,000 from a RCAC grant; \$3,031.000 from the United States Department of Agriculture Rural Development grants; \$50,000 for asset management; and \$50,000 for a water conservation plan.

City of Deming*

Lisa assisted the City of Deming, New Mexico to secure grants from the New Mexico Department of Transportation (NMDOT)/Federal Highway Administration (FWA) for an amount of \$652,449. The City sought these funds to provide street and drainage improvements to Cedar Street and to provide 8th Street with both street and drainage improvements. She also helped to secure \$352,044 grants from the NNMDOT/FWA. Lisa continued to assist the City of Deming in grant administration support securing \$1,358,374 for Buckeye and Iron Street for drainage improvements from Community Development Block Grants (CDBG) and New Mexico Colonias Funds.



Design with community in mind



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

20-24-BOS-01

Utility Engineering Plan for the Douglas, Arizona Port of Entry

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 10th day of March 2020 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and STANTEC hereinafter referred to as the CONTRACTOR.

In accordance with RFP 20-24-BOS-01, the COUNTY hereby awards a single contract to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order (PO) as approved by the Cochise County Procurement Department.

PERIOD OF PERFORMANCE:

March 10, 2020 – November 10, 2020

CONTRACTOR:

Stantec
Colleen Ruiz
Principal, Community Development
3133 West Frye Road Suite 300
Chandler, Arizona 85719
(480) 687-6014
Coleen.Ruiz@stantec.com

AUTHORIZED ORDERING OFFICIALS:

Sharon Gilman
Associate County Administrator
Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603
(520) 432-9332
sgilman@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: Utility Engineering Plan for the Douglas Arizona Commercial Port of Entry

This CONTRACT shall henceforth be reference as CONTRACT 20-24-BOS-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

March 4, 2020

Date



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

20-24-BOS-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 (but not defend) 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. The County shall provide notice to the Contractor in the event The County fails to appropriate funds, and in such event the Contractor's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

1.8 Payment by the County

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

2.0 Contract Performance

2.1 Arizona Law

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

2.2 Statutes

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

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

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

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

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

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

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

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

2.9 Record Retention

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

2.10 Audit

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

applicable, the State of Arizona and the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract. Notwithstanding the foregoing, the County's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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. The plans and specifications prepared by the Contractor under the Agreement shall become the property of the County upon full payment of all monies Owed to the Contractor. The County agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless (but not defend) from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the County or any person or entity that obtains the Work Product from or through 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 (but not defend) by the Contractor for the negligent performance of its services. 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 and hold harmless (but not defend) the other party (as 'indemnitee') from and against any and all damages, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'damages') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims, are caused by the negligent act, error, or omission, misconduct, of the indemnitor, its officers, officials, 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 and hold harmless (but not defend) the COUNTY, a body politic and corporate of the State of Arizona, its board members, officers, employees from all, damages, losses, and expenses, including but not limited to reasonable attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of the performance or furnishing of work or services under this CONTRACT, provided that any such damage or loss is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused by the actual 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.

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

Either party reserves the right to terminate the Contract, in whole or in part upon 30 (thirty) days written notice to the other Party, 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 full monies owed for completed work (documents, data, and reports) paid for per the terms of the contract price. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

The failure of either party of this CONTRACT to take affirmative action with respect to any conduct of the other which is in violation of the terms of this CONTRACT shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct. The COUNTY reserves the right to terminate, with or without cause, in whole or any part of this CONTRACT due to failure of the CONTRACTOR to carry out any terms, promise or condition of this CONTRACT. If this CONTRACT is terminated, the COUNTY shall be liable only for payment(s) for services rendered, materials accepted or both, prior to the effective date of any such termination.

2.23 Termination for Default

In addition to the rights reserved in the contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, 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. The Contractor may terminate this Agreement upon seven (7) days' notice in writing in the event the County has committed material breach of this Agreement. Non-payment of the Contractor's invoices will be considered a material breach of this Agreement.

Upon termination under this paragraph, 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.

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. The County shall provide notice to the Contractor in the event the County fails to appropriate funds, and in such event the Contractor's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the County, or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirement of the government authority or judicial order.

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. The Contractor cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). The Owner shall release, indemnify and hold the Contractor, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic Files will not contain stamps or seals, remain the property of the Contractor, are not to be used for any purpose other than that for which they were transmitted.

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

2.31 Insurance

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

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

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

2.31.1.1 Professional Liability (Errors and Omissions Liability)

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

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

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

2.31.1.2 Worker's Compensation and Employers' Liability

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

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

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

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

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

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

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

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

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

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

- 2.31.6 APPROVAL and MODIFICATIONS:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

3.0 Contract Performance

3.1 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.

3.2 Ownership of Intellectual Property

Any, upon full payment of work completed, 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. The County agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the Intellectual Property by the County or any person or entity that obtains the Intellectual Property from or through the County.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

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.

If requested in writing by either the County or the Contractor, the County and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration.

4.6 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.

4.7 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).

4.8 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.

4.9 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 forth 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.

4.10 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.

4.11 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.

Action 13.**Regular Board of Supervisors Meeting****Workforce Development****Meeting Date:** 03/10/2020

Approve Five -Year Contract with James E. Mize in the amount not to exceed \$10,000.00 annually for a total of \$50,000.00.

Submitted By: Anita Baca, Housing Authority**Department:** Housing Authority**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME of PRESENTER:** Anita Baca**TITLE of PRESENTER:** Housing Director**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve a Five-Year Contract with Mr. James E. Mize, a One Stop Operator to be overseen by Arizona @ Work in the not to exceed amount of \$10,000 annually for a total of \$50,000, effective March 10, 2020.

Background:

Cochise County Procurement issued a Request for Proposal to obtain competitive vendor pricing in the open market for One Stop Operator Services. One sealed proposal was submitted and is attached to this agenda item.

Department's Next Steps (if approved):

The five-year contract will be awarded to Mr. James E. Mize in the amount not to exceed \$10,000.00 annually for a total of \$50,000.00.

Impact of NOT Approving/Alternatives:

It will be necessary to issue another Request for Proposal (RFP) for the One Stop Operator Services.

To BOS Staff: Document Disposition/Follow-Up:

Return signed Acceptance and Award letter to Anita Baca, Housing Authority of Cochise County.

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

20-13-BOS-02 Attachment 1 - Terms and Conditions
20-13-BOS-02 Attachment 1 Price Fair and Reasonable
20-13-BOS-02 Attachment 2 - Scope of Work
20-13-BOS-02 Offer Acceptance Award Letter final
20-13-BOS-02 Price Fair and Resonable Analysis
20-13-BOS-02 Signed Apeendix A-Vendor Submission Cover Letter
20-13-BOS-02 Signed Solicitation
20-13-BOS-02 Technical Proposal



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

20-13-BOS-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 with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2.3 Provisions Required by Law

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

2.4 Contract Order of Precedence

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

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

2.4 Relationship of Parties

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

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

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

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

2.8 Public Records

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

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

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

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

2.9 Record Retention

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

2.10 Audit

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

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

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

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

2.11 Non-Discrimination

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

2.12 Notices

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

2.13 Federal Immigration and Nationality Act

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

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

2.14 Advertising, Publishing and Promotion of Contract

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

2.15 Property of the County

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

2.16 Modifications

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

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

2.17 Contractor/Vendor Indemnification (Not Public Agency)

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

2.18 Public Agency Language Only

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

2.19 Indemnification - Patent and Copyright

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

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

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

2.20 Cancellation for Conflict of Interest

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

2.21 Gratuities

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

2.22 Termination for Convenience

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

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

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

2.23 Termination for Default

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

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

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

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

2.26 Preparation of Specifications by Persons Other than County Personnel

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

2.27 Procedures and Controls

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

2.28 Data

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

2.29 Public Entity Disclaimer

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

2.30 Written Notice

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

2.31 Insurance

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

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

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

2.31.1.1 Professional Liability (Errors and Omissions Liability)

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

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

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

2.31.1.2 Worker's Compensation and Employers' Liability

Workers' Compensation Liability	Statutory	Employers'
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 extended by the time it takes to obtain a response thereto.

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

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

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

4.6 Arbitration

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

4.7 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 forth 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.

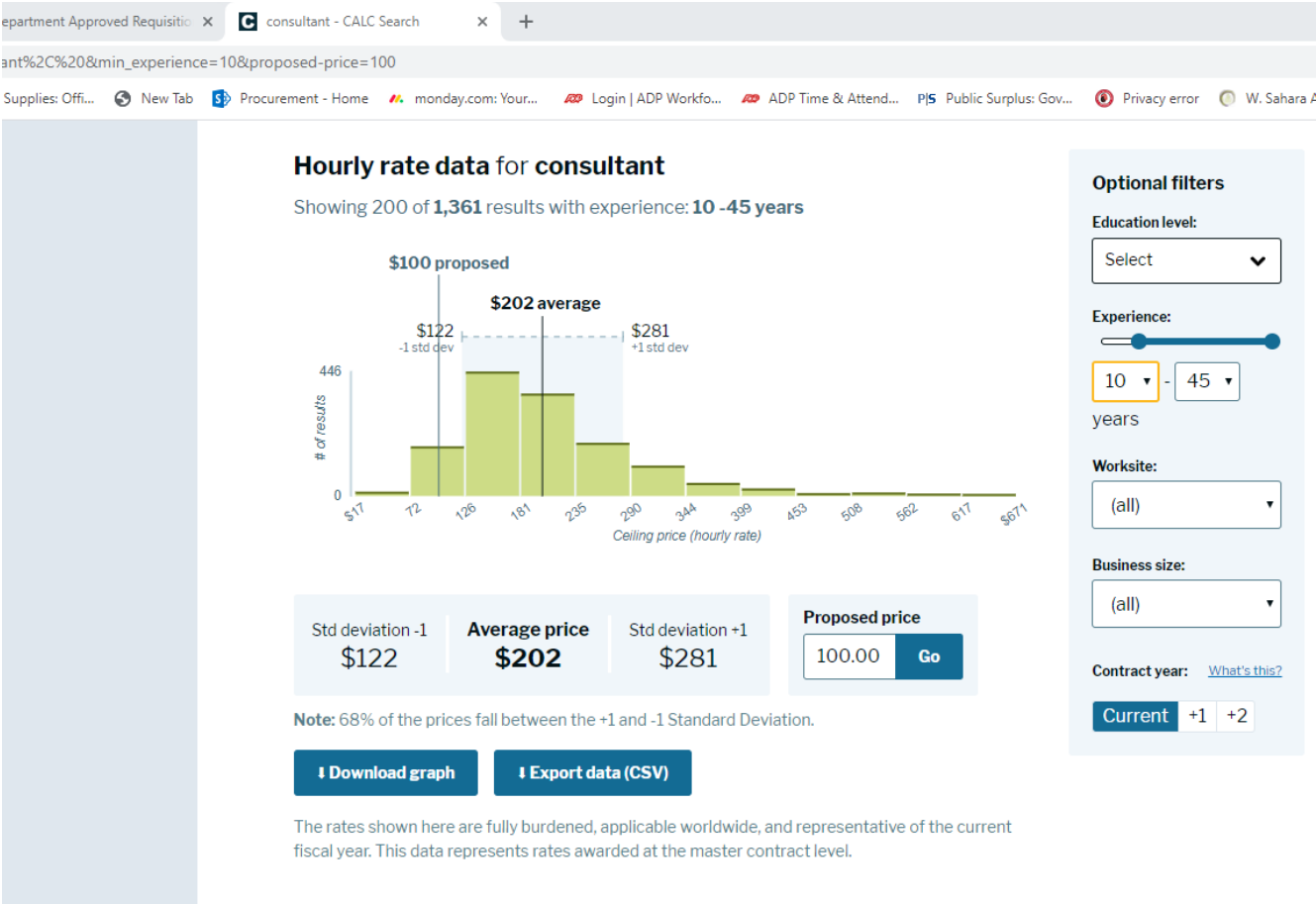
If the CONTRACTOR and the COUNTY are unable to mutually resolve disputes arising under this CONTRACT, all disputes arising under or relating to this CONTRACT shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide 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.

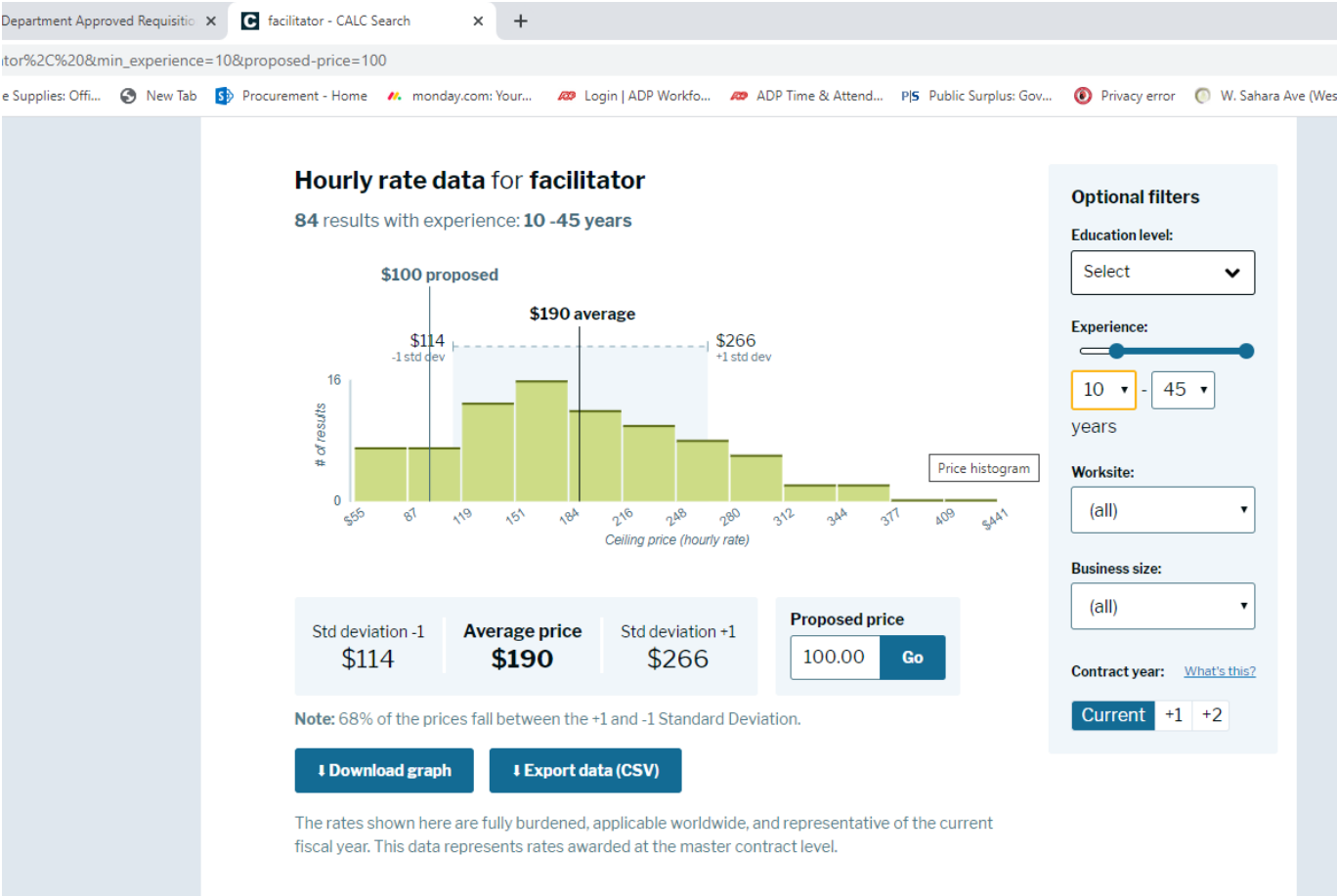
4.12 Rights and Remedies

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.

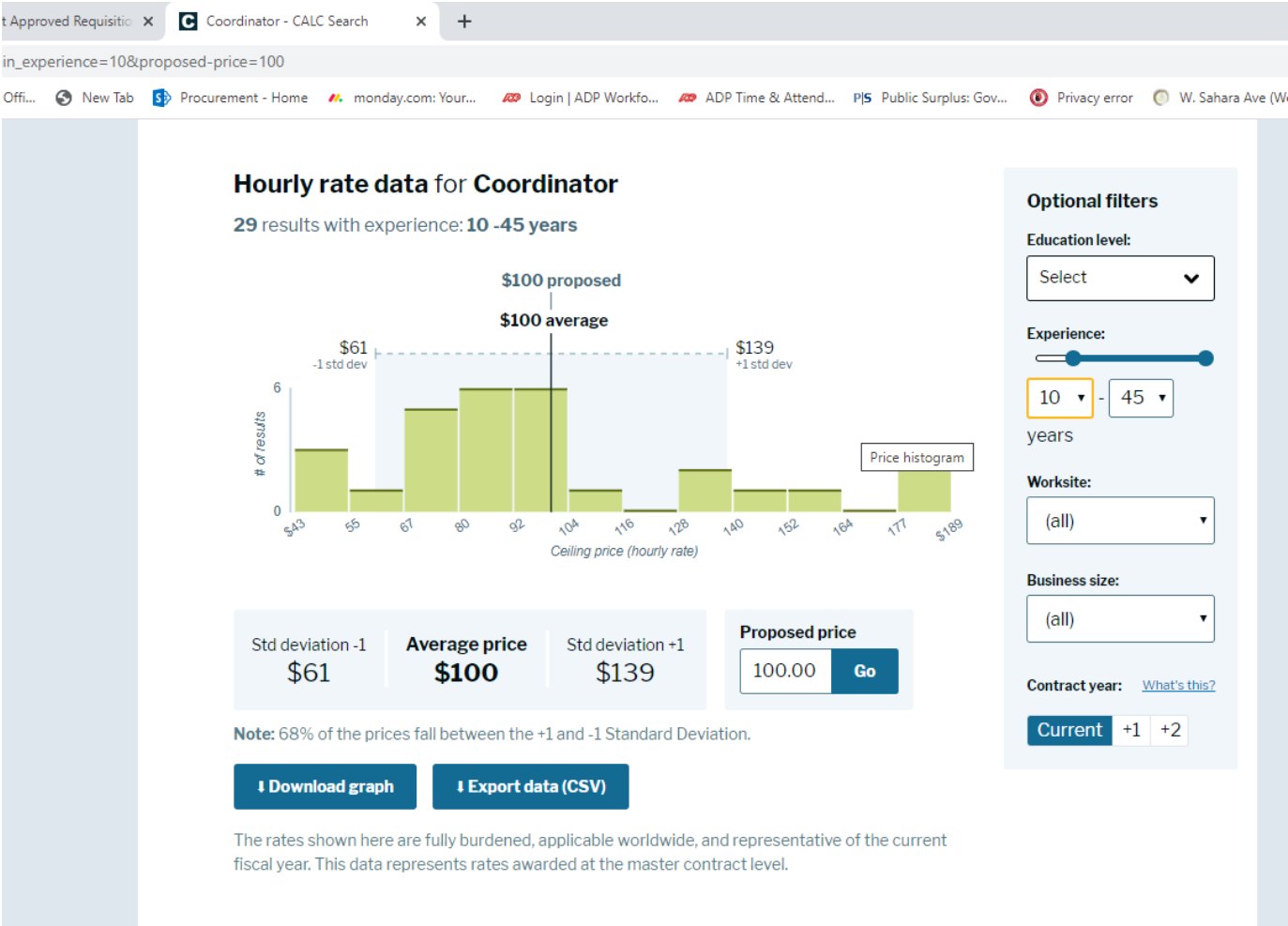
Price Fair and Reasonable Labor Comparison 20-13-BOS-02 One Stop Operator



Price Fair and Reasonable Labor Comparison 20-13-BOS-02 One Stop Operator



Price Fair and Reasonable Labor Comparison 20-13-BOS-02 One Stop Operator





COCHISE COUNTY PROCUREMENT DEPARTMENT

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

20-13-BOS-02

Attachment 2 – Scope of Work

In accordance with 20-13-BOS-02, the Contractor shall provide all labor, materials, transportation and expertise in order to accomplish One Stop Operator services to the satisfaction of the County. The Contractor shall complete the following tasks:

1.0 ONESTOP OPERATOR REQUIREMENTS

In accordance with the Workforce Innovation and Opportunity Act (WIOA) Section 121, the Contractor shall establish, facilitate and manage an integrated one-stop delivery system that begins with accurate assessment and identification of customer needs and connects those customers to appropriate services in a seamless manner. The Contractor shall support and facilitate a human centric design by providing services that are easily accessible, customer driven, personalized, and responsive to the community's workforce development needs. The Contractor shall, at all times, have the capabilities to perform the duties and provide services to all required customers as established within their area of responsibilities. The areas of responsibility for the Contractor shall be performed in Cochise, Graham, and Greenlee Counties. The Contractor shall consistently remain within conformance of any Training and Employment Guidance Letters (TEGLs) release by the Department of Labor (DOL).

2.0 REQUIRED SERVICES

The Joint WIOA Final Rule requires the provision of “career services” through the American Job Center network, to support and empower customers in making informed decisions based on local and regional economic demand and in achieving their personal employment and education goals (20 CFR 678.430, 34 CFR 361.430, and 34 CFR 463.430). All applicable career services must be made available (i.e., provided) in at least one comprehensive American Job Center in each local area. As stated in section 4.C. of this guidance, these services also may be provided and accessed through one of the aforementioned methods. Some or all of the career services may also be available either at affiliated sites or specialized centers.

Career services provide local areas and service providers with flexibility to target services to the needs of the customer. For example, a recently laid off customer may only require local labor market information to prepare for a new job, whereas an entry level worker may need a comprehensive assessment in order to establish a baseline for determining appropriate training

options. There are three types of career services: basic career services; individualized career services; and follow-up career services. The distinction between basic career services and individualized career services is not intended to imply that there is a sequence of services, which was eliminated under WIOA. Rather, the distinction is to clarify that, while basic career services are available to all participants, individualized career services are available to participants after American Job Center staff have determined that such services are required to retain or obtain employment

2.1.1 Basic Career Services

(20 CFR 678.430(a), 34 CFR 361.430(a), and 34 CFR 463.430(a))

At a minimum, all of the basic career services described in WIOA secs. 134(c)(2)(A)(i)-(xi), and 20 CFR 678.430(a), 34 CFR 361.430(a), and 34 CFR 463.430(a), must be provided in each local area through the one-stop delivery system. Basic career services must be made available and, at a minimum, must include the following services:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs, including co-enrollment among these programs;
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of Unemployment Insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services which could be implemented through the provision of paper application forms or links to the application Web site;
- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including—
 - Job search and placement assistance, and, when needed by an individual, career counseling, including the provision of—
 - information on in-demand industry sectors and occupations;
 - information on nontraditional employment;
 - information from career profiles and interest inventories, and
- Referrals to, and coordination of activities with, other programs and services, including those within the American Job Center network and, when appropriate, other workforce development programs;
- Workforce and labor market employment information, including accurate information relating to local, regional, and national labor market areas, including—
 - Job vacancy listings in labor market areas;
 - Information on job skills necessary to obtain the vacant jobs listed;
 - Information relating to local occupations in-demand; and the earnings, skill requirements, and opportunities for advancement for occupations in demand;
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers and workforce services by program and type of providers;

- Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's American Job Center network;
- Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; housing counseling and assistance services sponsored through HUD2 ; and assistance under a State program for TANF, and other supportive services and transportation provided through other programs or agencies;
- Assistance in establishing eligibility for financial aid assistance for training and education programs not provided under WIOA; and
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim—
 - “Meaningful assistance,” as described in Unemployment Insurance Program Letter (UIPL) 20-15 and 20 CFR 678.430, 34 CFR 361.430, and 34 FR 463.430, means providing assistance as follows:
 - Only merit staff (State government employees) may, in person a one-stop centers or remotely, answer questions, provide advice, or make decisions that could affect claimants' UI eligibility. However, other one-stop staff may assist in claims by acceptance of information from claimants.
 - If an individual in a one-stop center is referred to a telephone for UI claims assistance, it must be a phone line dedicated to serving one-stop customers in a timely manner. Individuals must not simply be referred to a general information/dial-in line with the state UI agency contact center where the individual is placed into a phone queue along with all other claimants in the State. If the assistance is provided remotely using technology, it must be a technology that enables trained staff to provide the assistance. Examples of technology that enables remote assistance include live Web chat applications, video conference applications, or other similar technology.
 - The costs associated in providing meaningful assistance may be paid for by the State's UI program, the WIOA Adult or Dislocated Worker programs, the Wagner-Peyser Act ES, or some combination of these programs.
 - For purposes of the VR program, basic career services may encompass some of the activities authorized under 34 CFR 361.48(b), which must be provided under an individualized plan for employment for an eligible individual with a disability (e.g., assessments for determining VR needs).

2.1.2 Individualized Career Services

(20 CFR 678.430(b), 34 CFR 361.430(b), and 34 CFR 463.430(b))

If one-stop center staff, including designated partner program staff, determine that individualized career services are necessary for an individual to obtain or retain employment,

these services must be made available to the individual. These services must be available in all comprehensive one-stop centers. American Job Center staff may use recent previous assessments by partner programs to determine if individualized career services are needed.

Individualized career services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—
 - Diagnostic testing and use of other assessment tools; and
 - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan, to identify the employment goals, achievement objectives, and the combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- Group counseling, which involves two or more participants addressing certain issues, problems, or situations that may be shared by the group members;
- Individual counseling, which is a one-on-one session that may go into greater detail for a participant regarding certain issues, problems, or situations;
- Career planning (e.g. case management, see WIOA sec. 3(8));
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- Internships and work experiences (including transitional jobs) that are linked to careers;
- Workforce preparation activities (see 34 CFR 463.34);
- Financial literacy services available through the WIOA title I youth program as described in WIOA sec. 129(b)(2)(D) and 20 CFR part 681, including:
 - Supporting the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
 - Supporting the ability to manage spending, credit, and debt, including credit card debt, effectively;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition programs (see 34 CFR 463.31) and integrated education and training programs (see 34 CFR 463.35).

For purposes of the VR program and similar to basic career services, individualized career services may encompass some of the activities authorized under 34 CFR 361.48(b), which must be provided under an individualized plan for employment for an eligible individual with a disability (e.g., vocational rehabilitation counseling and guidance, vocational and other training services, and rehabilitation technology).

2.1.3 Follow-up Career Services

(20 CFR 678.430(c), 34 CFR 361.430(c), and 34 CFR 463.430(c))

Follow-up services must be provided, as appropriate, for Adult and Dislocated Worker program participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. States and local areas should establish policies that define what are considered to be appropriate follow-up services for the Adult and Dislocated Worker programs. Follow-up services do not extend the date of exit in performance reporting. For purposes of the VR program, follow-up career services are similar to post-employment services, as defined in 34 CFR 361.5(c)(42), and are provided subsequent to an individual with a disability achieving an employment outcome. Post-employment services, under the VR program, are necessary in assisting an individual with a disability in maintaining, regaining, or advancing in employment, consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

3.0 CUSTOMER SERVICE:

The Contractor shall coordinate with on-site System Partners to perform the lead role in providing customer service at each of the Centers to include:

3.1 Intake Function:

- 3.1.1 Provide staff for front desk coverage between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, to exclude Arizona state holidays.
- 3.1.2 Coordinate System Partner participation in the Welcome Function and front desk coverage during lunch/break times and other times as determined necessary.
- 3.1.3 Ensure all other Intake Function tasks are assigned on a daily basis. These tasks include the following items, which are subject to change:
 - Managing and providing orientation of One-Stop system services.
 - Facilitating AZ Job Connection (AJC) registration. The Contractor shall enter into a data agreement with the Arizona Department of Economic Security to use AJC.
 - Observe customers to determine computer literacy and limited English proficiency and provide accommodations/partner referrals as needed.
 - Providing next recommended service(s) to customer and refer customer to appropriate One-Stop System partner.
 - Managing customer flow to ensure timely responsiveness to initial inquiries and services sought.

The Contractor may own or lease the space required for operating the One Stop center, however, the Contractor shall ensure this space is easily accessible and open to the general public, as stated within section 1.0, and complies with the Americans with Disabilities Act (ADA), and shall be located within the local area of responsibility during the lifecycle of any resulting contract. Additionally, the Contractor shall ensure a partnership with an Integrated Service Delivery (ISD) network, which allows customers access to all required services as specified. These requirements may include, but not be limited to the following:

- 3.1.4 Coordinate with Center building owners to ensure Equal Employment Opportunity (EEO) compliance in the provision of and access to Center services.

- 3.1.5 Coordinate with staff to ensure adequate coverage in each Centers computer lab/resource room to address customer flow.
- 3.1.6 Coordinate on-site space usage for recruitments, public workshops, and other events.
- 3.1.7 Ensure One-Stop Center and One-Stop System compliance with all applicable state and local policies and procedures.

4.0 INTEGRATED SERVICE DELIVERY (ISD) COORDINATION

The Contractor shall manage all aspects of ISD Coordination to foster partnerships to promote Center function as a multi-agency team and ensure seamless service to customers, including:

4.1 System Partner Coordination

The Contractor shall, at a minimum:

- 4.1.1 Monitor all System Partner Memorandums Of Understanding (MOUs) to ensure maximum availability of services for customers.
- 4.1.2 Coordinate training for System Partner staff. Coordinating training includes, but is not limited to: identifying training needs, scheduling trainers and facilities for training sessions, to be funded by System Partners, and tracking System Partner staff participation. Training costs, which will be paid by the System Partners, must be approved in writing and in advance.
- 4.1.3 Schedule and staff quarterly System Partner meetings. Staffing duties include preparing meeting agendas, distributing meeting agendas to System Partners and Contractor staff in advance of the meetings, facilitating the meetings, taking meeting minutes, and distributing meeting minutes to System Partners and Contractor staff.
- 4.1.4 Ensure Contractor logos and branding are used exclusively and consistently.

4.2 Continuous Improvement Efforts

The Contractor shall, at a minimum:

- 4.2.1 Administer customer satisfaction surveys for first time customers via email or in-person;
- 4.2.2 Administer event participant survey for recruitments and other events in-person or via email within three business days of the event;
- 4.2.3 Conduct at least one customer focus group twice a year to improve customer and participant satisfaction; and
- 4.2.4 Research best practices and provide continuous improvement recommendations on an annual basis.

5.0 ACCESSIBILITY AND EQUAL OPPORTUNITY

The Contractor shall be required to ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. The Contractor shall demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves the Contractor ensuring its staff receive accessibility training and may involve developing accessibility plans. The Contractor shall ensure all written material and communications include the statement: "Equal Opportunity

Employer/Program; Auxiliary Aids and Services are available upon request" along with a contact number to coordinate needed arrangements. The Contract shall comply and adhere to all Federal and Arizona State regulatory guidance and practices in regard to equal opportunity and ADA compliance.

6.0 ADMINISTRATIVE ISSUES

The Contractor shall adhere to the following requirements:

6.1 General

- 6.1.1 Comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards;
- 6.1.2 Comply with WIOA's funding requirements and for any disallowed costs or illegal expenditures in accordance with Uniform Guidelines 2 CFR 200; and
- 6.1.3 Utilize the branding of "Proud Partner of ARIZONA@WORK" name and logo on any printed material that will promote association with the program. The Contractor is prohibited from displaying its own name or logo exclusively on any materials associated with performing the scope of work.

6.2 Records

- 6.2.1 Maintain confidentiality when accessing or utilizing Arizona Job Center (AJC) and maintain computer equipment with compatible software;
- 6.2.2 Invoice in accordance with the payment information listed in this RFP;
- 6.2.3 Maintain an accounting system that tracks funding for these services separately from other funding sources;
- 6.2.4 Maintain a payroll ledger and submit Journals and a General Ledger as requested by the County;
- 6.2.5 Use an accrual method of accounting;
- 6.2.6 Retain program files and records, in compliance with Federal and State WIOA requirements and the County's record retention policies; and
- 6.2.7 All records must be filed and maintained in accordance with all Federal and Arizona State Statutes, and the Contractor shall, upon the County's request, make all associated financial data available to the County for audit.

6.3 DOL Training and Employment Guidance Letter

WIOA No. 15-11, dated January 17, 2017 (or most recent version)

- 6.3.1 Disclose to the County any potential conflicts of interest arising from any relationships it has with particular training service providers or other service providers, including but not limited to career services providers;
- 6.3.2 Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services; and
- 6.3.3 Comply with Federal and State regulations and procurement policies relating to the calculation and use of profits.

7.0 REPORTING REQUIREMENTS

The Contractor shall comply with the following reporting requirements:

7.1 Monthly:

- 7.1.1 Meet with System Partners to provide updates on operations and address potential issues.

7.2 Quarterly:

- 7.2.1 Attend either the Local Workforce Development Board (LWDB) or the Board's Executive Leadership Committee meeting;
- 7.2.2 Submit written reports to the County to include:
 - the number of customized recruitments and job fairs hosted at the Centers and the number of job seekers in attendance;
 - number of customers welcomed at each Center;
 - success stories;
 - system updates;
 - results of customer satisfaction surveys and any event participant survey results, including a list of recommended system improvements to address any concerns identified by customers or participants; and
 - other information requested by the County, in a form to be approved by the County.
- 7.2.3 Submit quarterly budget report(s) to Cochise County Procurement Department.

7.3 Annually:

- 7.3.1 Submit annual reports to the County to include:
 - program year statistics tallied from quarterly reports, and
 - other information requested by the County, in a form to be approved by the County;
- 7.3.2 Prepare written Board and Board committee reports for LWDB review; and
- 7.3.3 Prepare and present requested information to the Board and Board committee, as directed by LWDB.



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

20-18-SUP-02

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 10th day of March, 2020 by and between COCHISE COUNTY ("COUNTY") on behalf of Cochise Private Industry Council, Inc., dba Arizona @ Work Business and Workforce Development Center ("Arizona@Work"), and James E. Mize ("CONTRACTOR").

In accordance with RFP 20-13-BOS-02, the COUNTY, on behalf of Arizona@Work, 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 Arizona@Work, 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.

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 by Arizona@Work. Arizona@Work 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 Arizona@Work 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 Arizona@Work representative confirming the services for which payment is requested have been performed and received.

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	03/10/2020 – 03/09/2021
Renewal Option 1:	03/10/2021 – 03/09/2022
Renewal Option 2:	03/10/2022 – 03/09/2023
Renewal Option 3:	03/10/2023 – 03/09/2024
Renewal Option 4:	03/10/2024 – 03/09/2025

CONTRACTOR:

James E. Mize
10500 N. Camino De Oeste
Tucson, AZ 85742
520-440-5388
Jmize44066@aol.com

AUTHORIZED ORDERING OFFICIAL:

Anita Baca
Cochise County Housing Authority
1415 Melody Lane Building A
Bisbee, AZ 85603
520-432-8883
Abaca@cochise.az.gov

Vickie Simmons
Arizona @ Work
Business and Workforce Development Center
2600 E. Wilcox Dr. Rm. H-106
Sierra Vista, AZ 85635
520-458-9309
Vickie.simmons@cpic-cas.org

Vada Phelps
Arizona @ Work
Business and Workforce Development Center
900 Carmelita Drive
Sierra Vista, AZ 85635
520-439-3542
Vphelps@cpic-cas.org

COUNTY PROCUREMENT:

Nicole Diaz
Cochise County Procurement
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: A One Stop Operator to be overseen by Arizona @ Work and shall not exceed \$10,000.00 annually.

This contract shall henceforth be referenced as Contract 20-13-BOS-02. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this Contract until directed to do so by Arizona @ Work.

Awarded this 10th day of March, 2020.

BOARD OF SUPERVISORS:

Thomas E. Borer
Chairman

Date

ATTEST:

Kim Lemons
Clerk of the Board

Date

APPROVED AS TO FORM:

By: *Britt Hanson*

Britt Hanson
Chief Civil Deputy County Attorney

02 26 20

Date



Cochise County Procurement Department

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

February 26, 2020

From: Nicole Diaz, Buyer

Subject: Price Fair and Reasonable Analysis for 20-13-BOS-02

1. In accordance with Cochise County Procurement Policy, Section 8.1.1.4, the subject solicitation has been determined to be fair and reasonable given the following information. The offeror proposed a fully burdened hourly rate therefore, salary information has been gathered from the General Services Administration (GSA) Contract Awarded Labor Category (CALC). The CALC tool searches fully burdened hourly rates on multiple GSA services contracts that are applicable worldwide and representative of the current fiscal year.
2. Labor category information was obtained from the offeror as well as Pima County and Arizona @ Work to determine which categories were most in line with the duties of a One Stop Operator. It was determined that a One Stop Operator could be considered a Consultant, Facilitator or a Coordinator, therefore those are the categories that were used in the comparison which can also be found in Attachment 1. Please reference the table below:

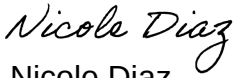
Labor Categories for One Stop Operator	Proposed Pricing	GSA CALC Labor Rate (See Attachment 1)
Consultant	\$100.00/hr	\$122.00/hr - \$281.00/hr, the average being \$202.00/hr
Facilitator	\$100.00/hr	\$114.00/hr - \$266.00/hr, the average being \$190.00/hr
Coordinator	\$100.00/hr	\$61.00/hr - \$139.00/hr, the average being \$100.00/hr

3. According to the above table, the proposed hourly rate of \$100.00 is either lower than or within the rates obtained from GSA CALC. The offeror proposed a total of 100 hours per year to complete the duties of the One Stop Operator for a total cost of \$10,000.00 annually. Arizona @ Work is the agency that will oversee the One Stop Operator position and has confirmed the number of hours proposed were reasonable and within their budget. Therefore, the proposed pricing has been found to be fair and reasonable based upon the results of the labor rate comparison and additional information obtained from Arizona @ Work.

4. For any questions regarding this document, please contact the undersigned by phone at (520) 432-8392 or by email at ndiaz@cochise.az.gov.

Attachments: Attachment 1 – GSA CALC Labor Comparison

Signed,

A handwritten signature in black ink that reads "Nicole Diaz". The signature is written in a cursive style with a large, stylized "D" and a long, sweeping underline.

Nicole Diaz
Buyer



**COCHISE COUNTY
PROCUREMENT DEPARTMENT**

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

20-13-BOS-02

Appendix A – Vendor Submission Cover Letter

Date of Pricing Doc: 12-13-2019
Vendor Firm Name: James E. Mize
Authorized POC: James E. Mize
Vendor POC Phone: 520-440-5388
Vendor POC Email: jmize44066@aol.com

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

Task	Description	Total Cost (excluding tax)
01	Salary (Back up required showing hourly rate and total # of hours)	\$ 10,000.00
02	All other costs for running the One Stop Operator (Back up must show an itemized list with description and cost)	\$ N.A.

Freight: N/A
Estimated Taxes: N/A
Tax Rate: N/A

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

Valid for: 45 days
Payment Terms: Net 30 days
Discounted Terms: N.A.

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: James E. Mize

Request for Proposal (RFP)

20-13-BOS-02

Submission Deadline

Friday, December 13th, 2019

4:00 PM Local Time

Prepared by Cochise County

Procurement Department



On behalf of the Cochise County

Board of Supervisors

For One Stop Operator Services

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1.0 INTENT

Cochise County ("County") issues this Request for Proposal ("RFP") to obtain competitive vendor pricing in the open market for One Stop Operator 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 County Procurement Department, other surrounding Counties and the County Housing Authority . 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
- 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

James E. Mize
Signature

December 9, 2019
Date

James E. Mize
Printed Name

James E. Mize
Firm Name

The following is in response to Section 5.1.1.B – Technical Ability - as it applies specifically to Attachment 2 – Scope of Work - Section 4.0 Integrated Service Delivery (ISD) Coordination, 4.1 System Partner Coordination and 4.2 Continuous Improvement Efforts.

Background experience in working with Pima County Local Workforce Investment Board –

Proposed One-Stop Operator has been actively involved in the Pima County One Stop system since 1984. As a member of the private sector, working as a Human resource professional at Raytheon Missile Systems (aka Hughes Aircraft Company) proposed contractor was Chair of the Private Industry Council (now known as the Local Workforce Investment Board) for 16 years under the Job Training Partnership Act. Proposed One Stop Operator (OSO) conducted monthly Board meeting with both private sector and public sector entities. In addition to the monthly meeting the proposed OSO worked with Pima County staff on a regular basis to assure workforce programs and agency goals were being monitored. AS the Private Industry Council Chair I was appointed a Board position under Governor Symington, on the State Workforce Council.

Since 2000, proposed OSO has continued to work in the One Stop System both as a representative of the private sector, a consultant and five years as a Pima County employee. During my tenure as a consultant I worked with both County and One Stop staff to do Organizational development, staff training, and my last seven years served as the Manager of the Business Services Outreach team. The primary function of this position was to develop private sector partnerships that would enhance the type of training best suited to meet the needs of industry.

In June of 2017, SER Jobs for Progress was awarded the One Stop Operator contract for Pima County. Based on my knowledge of how the “system” works and the proven ability to get both public and educational entities to work together to understand the workforce needs of the private sector, I was chosen for the One Stop Operator position.

The primary task I was given was to get the Mandated Partners to start collaborating with each other on a consistent basis. Secondary, was to have the Partners put together a client referral system that allowed the tracking of clients as they went from agency to agency.

My duties include convening on a monthly basis, the 16 mandated partners in Pima County, maintaining contact with the agencies and providing updates as they might occur.

The first task I had was to introduce myself to each of the agency directors. I conducted on-on-one meetings for the first two months. My goal was to find out if there was a common need within the group that we could focus on. Clearly the need for a “client referral system” was number one on everyone’s list. The second step was to introduce the 16 partners to each other and to assure the services of each were known to each other. Each partner put together presentations on their individual agencies and over a 4-month period made presentations to the group. As a side note the most telling outcome of these presentations was the number of times the agencies would say to each other “I didn’t know you did that”. Working together the individual agencies are better able to address the needs of their specific populations and strengthen and increase the capacity of the overall workforce system.

In addition to presenting their program to each other, I coordinated One Stop system staff training, for agencies to present to One Stop and agency staff. The idea behind this was to inform front staff, case managers and program managers of the services available to clients.

Additionally, the Partners thought the need for specific training of staff within the system was a role they wanted to play, so we went about putting together three quarterly training sessions over the last 10 months. The first was front staff training on Customer Satisfaction, conducted by Gabe Loyola and Associates, Inc. The second session was on “Conflict Management, conducted by Frank Brewster from DES, and the last session we had in December was on “Compassion Fatigue – Self Care” conducted by Cathy Shiroda, CEO of Generations Home Care. **At all of the staff training sessions we had over 90 % attendance from staff.** We will continue the training on a quarterly basis. We will be holding a training session on Mental Health First Aid in the first quarter of 2020. One Stop management has totally supported this consistent effort.

In addition to the Client Referral System the Partners worked together to put in place a Client Services spreadsheet that identifies the services of the agencies. This “service grid” is a tool that helps the front staff initially identify agencies that provide services to the clients. Many times, a client will come to the front desk indicating they have a specific need. It is impossible for front staff, or any other staff, to know all the services. The grid is set up to direct clients to specific agencies based on a question such as “where can I get some help with my utilities bills”, or “are there any homeless shelters where I can take my dog?”

As the Proposed OSO I will manage all aspects of the integrated service delivery coordination to foster partnerships to promote Center function as a multi-agency team and ensure seamless service to customers, including:

System Partner Coordination:

The Proposed OSO shall, at a minimum:

- Monitor all System Partner Memorandums of Understanding (MOUs) to ensure maximum availability of services for customers.
- Coordinate training for System Partner staff. Coordinating training includes, but is not limited to: identifying training needs, scheduling trainers and facilities for training sessions, to be funded by System Partners, and tracking System Partner staff participation. Training costs, which will be paid by the System Partners, must be approved in writing and in advance.
- Schedule and staff quarterly System Partner meetings. Staffing duties include preparing meeting agendas, distributing meeting agendas to System Partners and Contractor staff in advance of the meetings, facilitating the meetings, taking meeting minutes, and distributing meeting minutes to System Partners and Contractor staff.
- Ensure Contractor logos and branding are used exclusively and consistently.

Continuous Improvement Efforts:

The Proposed OSO shall, at a minimum:

- Administer customer satisfaction surveys for first time customers via email or in-person;
- Administer event participant survey for recruitments and other events in-person or via email within three business days of the event;
- Conduct at least one customer focus group twice a year to improve customer and participant satisfaction; and
- Research best practices and provide continuous improvement recommendations on an annual basis

ACCESSIBILITY AND EQUAL OPPORTUNITY

The Proposed OSO shall ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. The Proposed OSO will demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves the Proposed OSO ensuring its staff receive accessibility training and may involve developing accessibility plans. The Proposed OSO shall ensure all written material and communications include the statement: "Equal Opportunity Employer/Program; Auxiliary Aids and Services are available upon request" along with a contact number to coordinate needed arrangements. The Proposed OSO shall comply and adhere to all Federal and Arizona State regulatory guidance and practices in regard to equal opportunity and ADA compliance.

ADMINISTRATIVE ISSUES:

The Proposed OSO shall adhere to the following requirements:

General:

- Comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards;
- Comply with WIOA's funding requirements and for any disallowed costs or illegal expenditures in accordance with Uniform Guidelines 2 CFR 200; and
- Utilize the branding of "Proud Partner of ARIZONA@WORK" name and logo on any printed material that will promote association with the program. The Proposed OSO is prohibited from displaying its own name or logo exclusively on any materials associated with performing the scope of work.

Records:

- Maintain confidentiality when accessing or utilizing Arizona Job Center (AJC) and maintain computer equipment with compatible software;
- Invoice in accordance with the payment information listed in this RFP;
- Maintain an accounting system that tracks funding for these services separately from other funding sources;
- Maintain a payroll ledger and submit Journals and a General Ledger as requested by the County;
- Use an accrual method of accounting;
- Retain program files and records, in compliance with Federal and State WIOA requirements and the County's record retention policies; and
- All records must be filed and maintained in accordance with all Federal and Arizona State Statutes, and the Contractor shall, upon the County's request, make all associated financial data available to the County for audit.

DOL Training and Employment Guidance Letter:

WIOA No. 15-11, dated January 17, 2017 (or most recent version)

- Disclose to the County any potential conflicts of interest arising from any relationships it has with particular training service providers or other service providers, including but not limited to career services providers;
- Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services; and
- Comply with Federal and State regulations and procurement policies relating to the calculation and use of profits.

REPORTING REQUIREMENTS:

The Proposed OSO shall comply with the following reporting requirements:

Monthly:

- Communicate with System Partners to provide updates on operations and address potential issues via email or telephone or meet as an on needed basis.

Quarterly:

- Attend either the Local Workforce Development Board (LWDB) or the Board's Executive Leadership Committee meeting;
- Submit written reports to the County to include:
 - the number of customized recruitments and job fairs hosted at the Centers and the number of job seekers in attendance;

- number of customers welcomed at each Center;
 - success stories;
 - system updates;
 - results of customer satisfaction surveys and any event participant survey results, including a list of recommended system improvements to address any concerns identified by customers or participants; and
 - other information requested by the County, in a form to be approved by the County.
- Submit quarterly budget report(s) to Cochise County Procurement Department.

Annually:

- Submit annual reports to the County to include:
 - program year statistics tallied from quarterly reports, and
 - other information requested by the County, in a form to be approved by the County;
- Prepare written Board and Board committee reports for LWDB review; and
- Prepare and present requested information to the Board and Board committee, as directed by LWDB.

Total Cost:

Task 01 – Salary \$10,000.00 - Hourly rate - \$100 x total 100 hours

State and Federal Legislation 14.
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/10/2020

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 na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

LPC Report 2.21

LPC Wrap-up Report (2.28)

LPCagnda03062020

03062020LPCMIN

LPC Report 3_6_20

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		2nd Read: 01/22	
					GOV 01/30 - DP 11-0-0-0-0-0	02/06 - DP	02/10 - PASSED	
					RULES 02/03 - C&P 8-0-0-0-0-0		60-0-0-0-0-0	
					Maj Caucus: 02/04 Min Caucus: 02/04			
	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		2nd Read: 01/30	
					JUD 02/19 - DP 10-0-0-0-0-0			
					APPROP None			
					RULES None			
	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.							

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 JUD 02/19 - DPA 6-4-0-0-0-0 RULES None		2nd Read: 01/28	
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.								
HB2875	regulation; short-term rentals				SPONSORS: KAVANAGH, ANDRADE, et al			
					1st Read: 02/12 GOV 02/20 - DPA 7-3-0-1-0-0 RULES None		2nd Read: 02/13	
Comments: Summary: Modifies the list of regulations that counties and municipalities are authorized to impose on vacation rentals or short-terms rentals including: requiring contact information for the owner of the rental to be posted on the front door or in another location on the property that is visible and accessible to the public; restricting the maximum number of adult occupants allowed on the property at one time; requiring the installation of safety and monitoring equipment that monitors and detects noise and notifies the owner if noise is unreasonable or in violation of a noise ordinance; prohibiting smoking outside within 100 feet of a residential structure; restricting occupants from checking in without the presence of the owner or the owner's designee; and prohibiting occupants from parking on public or private streets if on-property parking is available.								
SB1085	appropriation; heritage fund				SPONSORS: BROPHY MCGEE			
	1st Read: 01/13 APPROP None RULES None		2nd Read: 01/14					
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 FIN 01/29 - DP 5-3-2-0-0-0 RULES None		2nd Read: 01/28					
Comments: Clarifies that county contributions to pay public pension debt are excluded from county expenditure limits.								

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

SB1303	annexation of territory; requirements 1st Read: 01/28 GOV 02/17 - DP 7-0-0-0-0-0 RULES None		2nd Read: 01/29					SPONSORS: PRATT
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.								

SB1335	tourism marketing authorities 1st Read: 01/28 COM 02/11 - W/D FIN 02/19 - DPA 8-0-2-0-0-0 RULES None		2nd Read: 01/29					SPONSORS: PACE, BOWIE
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 1st Read: 02/03 FIN 02/12 - DPA 8-2-0-0-0-0 RULES 02/17 - PFCA Rep Caucus: 02/18 Dem Caucus: 02/18		2nd Read: 02/04					SPONSORS: MESNARD
Comments: 2/7: Staff noted the bill will be up in committee next week.								
Establishes a clear definition of commercial activity for property tax classification for short term vacation rentals.								

SB1554	short-term rental enforcement; penalties 1st Read: 02/04 COM 02/20 - DPA 5-3-0-0-0-0 RULES None		2nd Read: 02/05					SPONSORS: BROPHY MCGEE, BOWIE, et al
Comments: Summary: Specifies if a vacation rental or short-term rental is not a person's primary or secondary residence or is owned or operated by a corporate entity, and a majority homeowner is not on the premises of the vacation rental or short-term rental for the duration of the rental, the property cannot be rented more than one time in a 30-day period unless a county or municipality adopts an ordinance allowing the owner to rent more frequently in a 30-day period. Vacation rentals and short-term rentals cannot advertise to exceed the occupancy limit of the dwelling or for any nonresidential use. An online lodging operator that falsifies information to an online lodging marketplace is guilty of a petty offense. Other penalties for violations are modified.								

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
SCR1042	short-term rentals; vacation rentals 1st Read: 02/04 COM None RULES None		2nd Read: 02/05					SPONSORS: BROPHY MCGEE, BOWIE
Comments: Summary: Sends to the voters a repeal of short-term rental prohibitions.								

LPC Bills for Consideration

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
HB2151	mobile homes; taxation; delinquency				1st Read: 02/06 WM 02/19 - DP 8-2-0-0-0-0 RULES None		2nd Read: 02/10	SPONSORS: THORPE
Comments: 2/20: Staff explained the bill transfers oversight of the sale of delinquent mobile homes from the county sheriff to the county Treasurer. Staff noted the county treasurers are largely opposed and that county sheriffs were assigned this duty because sheriffs are responsible for taking possession of personal property for safety concerns. The Board voted to OPPOSE the bill. Summary: Specifies that county treasurers are responsible for selling mobile homes (1) not on real property tax rolls, (2) without an affidavit of affixture, and (3) delinquent on their taxes, at auction, a responsibility that was previously the county sheriff's. Grants other county sheriff responsibilities to the treasurer, including providing notice for the auction and redeeming the property on payment of tax. Allows the treasurer to enter into a "payment plan" with the treasurer or provide partial payment of the delinquent taxes to secure redemption. Allows the county treasurer to issue a tax bill warrant for such a home at least two years after the tax has become delinquent. Prohibits a county sheriff from seizing a mobile home that was sold after the taxes had become delinquent, but allows collection of delinquent taxes from the original owner. Requires the county treasurer to send owners of delinquent property yearly notices of their delinquency.								
HB2812	community facilities districts; viticulture				1st Read: 02/11 WM 02/19 - DP 8-2-0-0-0-0 RULES None		2nd Read: 02/12	SPONSORS: PIERCE
Comments: 2/20: Staff explained the bill allows revenues collected through a community facilities district to be expended on a watering system for viticultural purposes. The LPC did not take a position on the bill. Summary: Adds water systems for viticulture to the definition of "public infrastructure," resulting in viticulture water systems being deemed a "beneficial use" and allowing community facilities districts to enter into contracts and expend monies on them.								

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
SB1019	prohibition; regulation; industrial hemp sites 1st Read: 01/13 GOV 02/03 - DP 6-1-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18 Comments: 2/20: Last discussed at the LPC meeting on January 24th, staff stated that the bill prohibits local governments from imposing further regulations on industrial hemp sites. The definition of industrial hemp sites, which included growing and processing hemp, led to concerns about the safety of stymying regulations on the potentially volatile and explosive process of extracting CBD from hemp. While staff had advised patience due to a forthcoming amendment to address our concerns, conflict between the hemp and marijuana industries led to the amendment agreement falling apart. The sponsor also continues to threaten to move forward with the bill as originally written. The LPC voted to OPPOSE SB 1019. 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.	CON CAL - 02/17 Object: Yes	2nd Read: 01/14				SPONSORS: BORRELLI	
SB1333	peace officer rights; due process 1st Read: 01/28 TPS 02/12 - DPA 5-0-3-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18 Comments: 2/20: Staff explained that the Sheriffs are concerned with the bill's prescriptions for internal investigations. The bill requires notice of intent to interview and contains additional language that limits the restriction on questions that arise from an interview. While an amendment to address concerns about the notice of intent is in the works, staff recommended to oppose the bill with the Sheriffs, AACo, and the League. The LPC voted to OPPOSE SB 1333. Summary: Makes a number of changes to statute involving internal investigations of law enforcement officers. These include (1) requiring the employer to provide the officer with notice of intent to interview, (2) limiting what an employer is allowed to say during an interview, (3) allowing an appeals board/commission hearing officer or judge to take evidence and subpoena witnesses, (4) limiting when the employer can order an officer to submit to a mental or behavioral examination, (5) extends and establishes timelines to the officer's benefit, (6) allows medical examinations to be conducted by professionals rather than only physicians, and (7) specifies that only a licensed psychiatrist/psychologist can make a diagnosis of post-traumatic stress. Removes the requirement that parties in an appeal of a disciplinary action taken against a law enforcement officer act in good faith.		2nd Read: 01/28				SPONSORS: LIVINGSTON	

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
SB1498	workers' compensation; physicians; expertise; hearings 1st Read: 02/03 COM 02/20 - DPA 6-2-0-0-0-0 RULES None		2nd Read: 02/04					SPONSORS: BOYER, CARTER
Comments: 2/20: Staff explained the bill allows an employee or an employee's designee that is seeking workers' compensation benefits to invite any individual of their choosing to their workers' compensation hearing at the Industrial Commission. Staff explained there are concerns with allowing anybody to sit in on a hearing to determine if a county employee qualifies for additional benefits. The LPC voted to OPPOSE the bill. Summary: The bill has a two key provisions: • Permits the employee (or the employee's estate, surviving spouse, or dependent if the employee is deceased) to bring any person of their choosing to any hearing without prior approval of the Administrative Law Judge and prohibits the Industrial Commission from adopting any rules that in any way restricts the right to bring any person of their choosing to a hearing. • Requires a physician who performs an IME or any physician who testifies at an employee's hearing regarding the employee's condition to have expertise in diagnosing and treating the employee's specific injury.								
SB1509	county officials; district board; salary 1st Read: 02/03 GOV 02/17 - DP 4-3-0-0-0-0 RULES None		2nd Read: 02/04					SPONSORS: LIVINGSTON, FARNSWORTH D. (16), et al
Comments: 2/20: Staff stated that the split position of the Board on this topic made action by individuals preferable. The LPC took no position on this bill. Establishes a flat salary increase of \$12,000 to all county elected officials in A.R.S 11-419 and 12-281 (Attorneys, Assessors, Clerks of Superior Court, Records, School Superintendents, Sheriffs, Supervisors, and Treasurers), effective after the next election. Each member of the Maricopa community college district board of a district is required to receive a salary equal to the annual salary of the member of the Legislature. Effective January 1, 2021.								

Running LPC/Board 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
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 NOW: penalties; civil traffic violation				SPONSORS: BIASIUCCI, BLACKMAN, et al			
					1st Read: 01/13		2nd Read: 01/16	
					JUD 02/05 - DPA/SE 6-4-0-0-0-0	02/17 - DPA	02/17 - PASSED	
					RULES 02/10 - C&P 5-3-0-0-0-0		33-27-0-0-0-0	
					Maj Caucus: 02/11 Min Caucus: 02/11			
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 02/13 - DP 8-2-0-1-0-0			
					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.								

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

HB2084 international boundary wall; building permits

SPONSORS: PETERSEN, BARTO, et al

1st Read: 01/13

2nd Read: 01/16

FR 01/22 - DPA

01/30 - DPA

02/06 - PASSED

4-3-0-0-0-0

RULES 01/27 - C&P

7-0-0-0-1-0

31-29-0-0-0-0

Maj Caucus: 01/28

Min Caucus: 01/28

Comments: 1/31: Staff explained counties have voiced safety and liability concerns with the bill. We are working on an amendment that will keep the permitting process in place with passage of the bill. The LPC did not take a position on the bill.

Summary: Prevents a city, town, or county from requiring a property owner to obtain a construction/building permit if (1) the permit is for an international boundary wall, (2) the wall will be build adjacent to the international boundary line, and (3) the owner has provided written consent for the construction.

HB2099 property tax; mobile homes; delinquency

SPONSORS: GRIFFIN

1st Read: 01/13

2nd Read: 01/16

WM 01/29 - DPA

02/10 - DPA

02/11 - PASSED

10-0-0-0-0-0

RULES 02/03 - C&P

8-0-0-0-0-0

59-0-1-0-0-0

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.

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

HB2147	personal property tax; abatement; procedure							SPONSORS: THORPE
					1st Read: 02/06		2nd Read: 02/10	
					WM None			
					RULES None			

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.

HB2227	criminal justice commission; data collection							SPONSORS: ALLEN J
					1st Read: 01/21		2nd Read: 01/22	
					JUD 01/29 - DISC/HELD			
					RULES None			

Comments: 1/31: Staff explained this bill was brought forward by ACJC. Staff noted there may be concerns that there could be costs associated with collected new data that is not currently collected, but that stakeholders are working on a amendment. The LPC did not take a position on the bill.

Summary: Requires criminal justice agencies to submit data to the Arizona Criminal Justice Commission unless they are prohibited by law or collection imposes a significant burden or cost.

HB2231	Arizona criminal justice commission; members							SPONSORS: ALLEN J
					1st Read: 01/21		2nd Read: 01/22	
					JUD 02/05 - HELD			
					RULES None			

Comments: 1/31: Staff explained that ACJC has recently voted to expand their membership and that this is just formalizing that action. The LPC did not take a position on the bill.

Summary: Adds one public defender and one victim advocate to the Arizona Criminal Justice Commission, appointed by the Governor.

HB2235	record of proceedings; certified reporter							SPONSORS: ALLEN J
					1st Read: 01/28		2nd Read: 01/29	
					JUD 02/19 - DPA			
					6-4-0-0-0-0			
					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.

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

02/10 - DPA

2nd Read: 01/22

02/11 - PASSED

RULES 02/03 - C&P
8-0-0-0-0-0

59-0-1-0-0-0

Maj Caucus: 02/04

Min Caucus: 02/04

Comments: 2/7: Staff explained there are limited concerns over the impact because it could move more work to the public fiduciaries office. The LPC did not take a position on the bill.

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
02/11 - RET ON
CAL

2nd Read: 01/27

02/17 - PASSED

RULES 02/03 - C&P
8-0-0-0-0-0

02/17 - DP

49-11-0-0-0-0

Maj Caucus: 02/04

Min Caucus: 02/04

Comments: 2/7: Staff explained the bill has an unknown fiscal impact because the energy storage industry does not yet exist in Arizona, but it could potentially reduce revenues in the future. The LPC did not take a position on the bill.

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
02/17 - RET ON
CAL

2nd Read: 01/27

RULES 02/10 - C&P
5-3-0-0-0-0

Maj Caucus: 02/11

Min Caucus: 02/11

Comments: 2/7: Staff explained based on the feedback received counties generally only require sprinklers in new building project or in a change of property use, but there was some concern over fire safety that was expressed. The LPC did not take a position.

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.

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 02/19 - DPA 6-3-0-0-1-0			
					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.								
HB2386	county free library districts; programs				SPONSORS: UDALL, CAMPBELL, et al			
					1st Read: 01/23		2nd Read: 01/27	
					GOV 02/06 - DP 11-0-0-0-0-0	CON CAL - 02/17 Object: No		
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
Comments: 2/7: Staff explained there is concern that authorizing library districts to provide funding for these programs creates an expectation that the library will do so, without any funding. Staff also explained they will be meeting with stakeholders shortly to reach a consensus. The LPC did not take a position on the bill.								
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 02/12 - DP 6-4-0-0-0-0	CON CAL - 02/17 Object: No		
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
Comments: 2/7: Staff noted that the bill was held in committee. 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.								

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
HB2442	highway safety fee repeal				SPONSORS: BIASIUCCI, BLACKMAN, et al			
					1st Read: 01/29		2nd Read: 01/30	
					TRANS 02/05 - DP 5-4-0-0-0-0	CON CAL - 02/17 Object: Yes		
					APPROP 02/12 - DP 6-4-0-0-1-0			
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
Comments: 2/7: Staff noted that repealing the highway safety fee earlier and is expected to be a part of the budget negotiations. The LPC did not take a position on the bill.								
Summary: Repeals the highway safety fee.								
HB2445	right to redeem; lien; sale				SPONSORS: KERN			
					1st Read: 02/06		2nd Read: 02/10	
					WM 02/19 - DP 5-4-0-0-1-0			
					RULES None			
Comments: 2/7: Staff explained the bill removes BOS authorities and transfers them to the county treasurer. The bill also increases costs for counties and will lead to reduced interest in tax lien investment. The LPC voted to OPPOSE the bill.								
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.								
HB2468	law enforcement; prosecution; grants; acceptance				SPONSORS: PAYNE			
					1st Read: 01/28		2nd Read: 01/29	
					PS 02/05 - DISC/HELD			
					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.								

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
HB2469	law enforcement officers; additional benefits.				SPONSORS: PAYNE, BLACKMAN, et al			
					1st Read: 01/28		2nd Read: 01/29	
					PS 02/12 - DPA 7-0-0-0-0-0			
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
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.								
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.								

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
HB2493	community facilities districts				SPONSORS: TOMA, COOK, et al			
					1st Read: 01/29		2nd Read: 01/30	
					WM 02/12 - DP 10-0-0-0-0-0	CON CAL - 02/17 Object: Yes		
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
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.								
HB2496	agricultural property classification; guest ranches				SPONSORS: DUNN, BIASIUCCI, et al			
					1st Read: 01/29		2nd Read: 01/30	
					WM 02/12 - DPA 9-1-0-0-0-0			
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
Comments: 2/14: Staff noted the Assessors Assn. has opposed the bill but that CSA is waiting on further feedback from the counties. The LPC did not take a position on the bill.								
Summary: Allows guest ranches to be classified as agricultural real property for the purposes of property taxation (Moves from 18% class 1 to a 15% class 2). Requires that the guest ranch owner record a deed restriction on the property for ten years and specifies penalties for deviation. Outlines requirements for what constitutes a guest ranch including providing recreational activities, having a supervised horse program and providing three meals a day. This bill is retroactive to tax years beginning from December 31, 2019.								
HB2589	land divisions; county regulation; surveys				SPONSORS: GRIFFIN, DUNN, et al			
					1st Read: 01/27		2nd Read: 01/28	
					LAG 02/13 - DPA 4-2-0-0-1-0			
					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.								

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				1st Read: 01/28 HHS 02/06 - DP 8-0-0-1-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	2nd Read: 01/29	SPONSORS: RIVERO
Comments: 2/7: Staff explained the bill noting that the county public health professionals have been supportive of in the past. The LPC did not take a position on the bill. 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 possession 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 notwithstanding by 13-3401-61, which covers drug offenses.								
HB2616	noxious weeds; government projects				1st Read: 01/30 NREW 02/04 - DP 11-1-0-0-1-0 RULES 02/10 - C&P 8-0-0-0-0-0 Maj Caucus: 02/11 Min Caucus: 02/11	CON CAL - 02/10 Object: No	2nd Read: 02/03 02/19 - PASSED 60-0-0-0-0-0	SPONSORS: GRIFFIN
Comments: 2/7: Staff noted that there have not been concerns on this bill since the language is permissive and the language described is already widely practiced. The LPC did not take a position on the bill, but directed staff to ensure there are no federal impacts from this legislation. 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.								
HB2631	PSPRS; local boards; duties; consolidation				1st Read: 01/28 GOV 01/30 - DP 10-0-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	2nd Read: 01/29	SPONSORS: BLACKMAN
Comments: 1/31: Staff noted this is a step in the right direction to improving PSPRS, with support from the unions and the League of Cities and Towns. The LPC did not take a position on the bill. Summary: Modifies the PSPRS local boards including establishing a uniform process for reviewing applications, requires independent legal to be obtained, and requires member training within 180 days of appointment.								

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
HB2717	treasurer; pension prefunding; investment accounts				SPONSORS: KAVANAGH			
					1st Read: 02/04		2nd Read: 02/05	
					GOV 02/13 - DPA 11-0-0-0-0-0			
					RULES None			
Comments: 2/7: Staff noted it is another tool in the toolbox, but does not exclude the money from the expenditure limit. The LPC did not take position on the bill.								
Summary: Authorizes the State Treasurer to invest and reinvest pension prefunding plan monies in equity securities for pension prefunding plan investment accounts.								
HB2761	property value determination; modifications; verification				SPONSORS: SHAH, FILLMORE, et al			
					1st Read: 02/04		2nd Read: 02/05	
					WM 02/12 - DP 8-1-0-1-0-0			
					RULES None			
Comments: 2/14: Staff explained this would be burdensome for assessors and that it would utilize more staff time and wages than necessary. The LPC voted to OPPOSE the bill.								
Summary: Prohibits the county assessor from establishing limited property value on the basis of construction, destruction, or demolition by using aerial surveillance photography. Specifies that the county assessor must physically inspect and verify the total value of the modification before assessing limited property value.								
HB2877	e-liquids; vapor products; tobacco products				SPONSORS: ALLEN J			
					1st Read: 02/12		2nd Read: 02/13	
					COM 02/18 - W/D			
					JUD None			
					RULES None			
Comments: 2/14: Staff noted the bill preempts county and municipal governments from regulating the sale and marketing of tobacco and vape products. This could affect county smoke-free areas and vending machine locations. The LPC voted to OPPOSE HB 2877.								
Summary: Codifies the federal government's raising of the tobacco minimum sales age from 18 to 21 in Arizona law. Preempts regulation of tobacco products, alternative nicotine products, e-liquids, and vapor products by cities, towns, and counties. Establishes a state license under the Board of liquor license and control. Establishes requirements for selling these products, procedures for revocation, suspension and appeals.								

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

HB2899 fuel; electric cars; hybrids; taxes

1st Read: 02/12

SPONSORS: CAMPBELL, BOWERS, et al

2nd Read: 02/13

TRANS 02/19 - DPA

6-0-0-0-3-0

RULES None

Comments: 2/14: Staff explained the bill increases the gas tax and establishes parity between alternative fuel vehicles and traditional vehicles. The LPC noted concerns with having to consult with the State Transportation Board on a 20-year plan.

Summary: Establishes per gallon taxes for motor vehicle fuel in FYs 2020-2024 by specified amounts and ties later increases to inflation. Establishes per gallon equivalent taxes for natural gas and propane in the same timeframe. Establishes an electricity per kilowatt tax. Establishes a yearly tax for electricity-only and hybrid vehicles, specifying the tax amount from FY 2020 to FY 2023. In following years, states that the tax will be tied to GDP. Establishes the Arizona road use account, specifies that the account is to be funded by the yearly taxes imposed by the bill, and states that the account is intended to be used only on maintaining streets, roads and highways. Prohibits the account from funding most law enforcement activities, the economic strength project fund, and highway patrol costs. Specifies that the account be distributed in the same way as HURF. Requires the state transportation board - in consultation with county and municipal governments and regional transportation planning agencies - to develop a comprehensive plan for use of the Arizona road use fund. Requires this plan to be updated at least once every five years for usage over the next twenty years. Specifies retail standards for how compressed/liquefied natural gas must be dispensed.

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

CON CAL -

02/17

RULES 02/17 - PFC

Object: Yes

Rep Caucus: 02/18

Dem Caucus: 02/18

Comments:

2/20: Last discussed at the LPC meeting on January 24th, staff stated that the bill prohibits local governments from imposing further regulations on industrial hemp sites. The definition of industrial hemp sites, which included growing and processing hemp, led to concerns about the safety of stymying regulations on the potentially volatile and explosive process of extracting CBD from hemp. While staff had advised patience due to a forthcoming amendment to address our concerns, conflict between the hemp and marijuana industries led to the amendment agreement falling apart. The sponsor also continues to threaten to move forward with the bill as originally written. The LPC voted to OPPOSE SB 1019.

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.

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 1st Read: 01/13 FIN01/22 - DP 8-2-0-0-0-0 RULES01/27 - PFC Rep Caucus: 01/28 Dem Caucus: 01/28					SPONSORS: LEACH 2nd Read: 01/14 01/30 - PASSED 30-0-0-0-0-0		
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 1st Read: 01/13 FINNone APPROPNone RULESNone					SPONSORS: BORRELLI 2nd Read: 01/14		
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 1st Read: 01/16 GOV02/10 - DPA 6-1-0-0-0-0 RULES02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18					SPONSORS: GRAY, FANN 2nd Read: 01/21		
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 disagree with an interim determination to file a claim in accordance with the terms of the contract.								
Update 2/10: Several changes were made from an amendment in committee, it specifies that the change order will be done in accordance with the terms of the construction contract, removes the new definition of construction contract, subcontractor and contractor, eliminated allowing oral agreements, and provided clarity regarding who the subcontractor is requesting payment from – specifies that subcontractor may requests payment from the contractor, not the owner. The bill does still allow for an interim determination, monthly payments based on the costs incurred for change orders, and a claims process for work for the costs of the work if there is a dispute.								

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 1st Read: 01/16 JUD 01/23 - DP 7-0-0-0-0-0 RULES 01/27 - PFC Rep Caucus: 01/28 Dem Caucus: 01/28				SPONSORS: LIVINGSTON, PRATT 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.			
SB1204	centrally assessed property; valuation; pipelines 1st Read: 01/22 FIN 01/29 - DPA 7-1-2-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: MESNARD, ALLEN S, et al Comments: 1/31: 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 (HB 2352) 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.			

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 1st Read: 01/29 FIN 02/05 - DPA 6-3-1-0-0-0 RULES 02/10 - PFC Rep Caucus: 02/11 Dem Caucus: 02/11	02/18 - DPA	2nd Read: 01/30 02/19 - PASSED 17-12-1-0-0-0					SPONSORS: MESNARD, ALLEN S, et al
Comments: 2/7: Staff explained the bill touches many different taxes, including income tax, property tax and fuel tax. Additionally, staff explained the proposed reduction in the Class 1 assessment ratio causes a shift to other property classes, although the reduction of the state equalization tax rate minimizes this effect. Staff also outlined how this would affect each county's tax collections. The LPC did not take a position on the bill. 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 1st Read: 01/29 JUD None RULES None		2nd Read: 01/30					SPONSORS: FARNSWORTH D. (16)
Comments: 2/7: Staff noted this would create an additional burden on government entities, counties may not be able to determine who would have a potential claim, invites additional claims, and would increase costs. The LPC voted to OPPOSE the bill. 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.								

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
SB1436	TPT; exemption; public safety equipment. 1st Read: 01/29 APPROP None RULES None				SPONSORS: GOWAN			
			2nd Read: 01/30					
Comments: 2/7: Staff noted this is an identical bill to SB 1116 the LPC voted to oppose on 1/24. The LPC voted to OPPOSE the bill.								
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.								
SB1459	private attorney retention; municipalities; counties 1st Read: 01/30 JUD 02/06 - DP 4-3-0-0-0-0 RULES None				SPONSORS: LEACH			
			2nd Read: 02/03					
Comments: 2/7: Staff noted this limits county authority to enter into a contingency fee contract with a private attorney and that there have been concerns brought up about conflict of interest with the required approval from the Attorney General's Office. The LPC voted to OPPOSE the bill.								
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.								
SB1487	caregiver protections; placement provider investigation 1st Read: 02/03 JUD 02/13 - DP 6-0-1-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: FARNSWORTH E. (12), FANN, et al			
		CON CAL - 02/17 Object: Yes	2nd Read: 02/04					
Comments: 2/14: Staff explained the bill requires the counties to provide indigent defense to out-of-home placement facilities housing children removed due to possible abuse. Staff stated this is an unfunded mandate. The LPC voted to OPPOSE the bill.								
Summary: Establishes additional caregiver protections for individuals who are providing out-of-home placement (foster parents / kinship placements) including some of the following: - Providing indigent defense if the child(ren) are removed from their custody because of possible abuse and a preliminary protective hearing. - Eliminates liability for the provider for (1) their own act or omission when acting in the capacity of a parent or (2) any act or omission of the child in their care if the biological, foster, or adoptive child brought into their home has behavioral health needs that pose a risk to the safety and welfare of other family members. - States that a provider that allows a child to participate in an appropriate activity is not civilly liable for any act in omission in allowing the child to participate if it is found that the provider acted according to a reasonable and prudent parenting standard.								

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
SB1510	public contracts; payment methods 1st Read: 02/03 GOV 02/17 - DP 6-0-1-0-0-0 RULES None		2nd Read: 02/04					SPONSORS: LIVINGSTON
Comments: 2/14: Staff explained the bill was held this week in committee pending a potential amendment that may ease the concerns of counties and municipalities. The LPC did not take a position on the bill.								
Summary: Allows contractor retention, at the option of the contractor, to be placed in money market or demand deposit accounts. Lack of security associated with the accounts. Note: the bill was held in committee pending an amendment. There have been some concerns raised regarding volatility and security associated with these types of accounts.								
SB1527	e-liquids; tobacco products; vapor products 1st Read: 02/03 COM None RULES None		2nd Read: 02/04					SPONSORS: LEACH, ALLEN J, et al
Comments: 2/7: Staff noted the bill establishes preemption on the sale and marketing of tobacco, vapor and nicotine products. The LPC voted to OPPOSE the bill.								
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								
SB1575	property tax exemptions; statutory conformity 1st Read: 02/04 FIN 02/12 - DPA 10-0-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18		2nd Read: 02/05					SPONSORS: MESNARD
Comments: 2/14: Staff explained this bill only makes conforming changes that would be necessary with the passage of SCR 1043 from the voters. The LPC voted to SUPPORT the bill.								
Summary: Coinciding with SCR 1043, which puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall. This bill merely makes statutory changes necessary to implement SCR 1043, if approved by the voters.								

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
SB1664	civil liability; gun-free zones 1st Read: 02/05 JUD 02/13 - DPA 4-3-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18		2nd Read: 02/06					SPONSORS: GOWAN, BORRELLI, et al
Comments: 2/7: Staff explained there are significant liability concerns associated with this bill. Counties have no control over court security, but the bill would statutorily assign financial liability to the county general fund, in case of an incident. Also, counties deploy a range of security measures. The bill would remove the ability to mitigate liability. The LPC voted to OPPOSE the bill.								
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.								
SB1665	misconduct involving weapons; classification 1st Read: 02/05 JUD None RULES None		2nd Read: 02/06					SPONSORS: GOWAN, BORRELLI, et al
Comments: 2/7: Staff noted the bill would result in reduced penalties for individuals that carry a firearm in to a public building or an election polling place. The LPC did not take a position on the bill.								
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 place it in temporary secure storage or entering an election polling place on election day carrying a deadly weapon.								
SB1667	fireworks; aerial devices 1st Read: 02/05 COM 02/13 - DPA 7-0-1-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18		2nd Read: 02/06					SPONSORS: GOWAN, PAYNE
Comments: 2/14: Staff explained the bill expands the types of fireworks allowed to be used. The LPC voted to OPPOSE the bill.								
Summary: Modifies the definition of permissible consumer fireworks by allowing mine devices and shell devices it also allows multiple-tube aerial devices in counties with 500,00 people or more.								

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
SCR1043	constitutional property tax exemptions				SPONSORS: MESNARD			
	1st Read: 02/04		2nd Read: 02/05					
	FIN 02/12 - DP 10-0-0-0-0-0	CON CAL - 02/17	02/20 - PASSED					
	RULES 02/17 - PFC	Object: No	25-0-5-0-0-0					
	Rep Caucus: 02/18							
	Dem Caucus: 02/18							

Comments: 2/14: Staff explained the bill reorganizes the constitutional property tax exemptions and reenacts the exemption for disabled veterans which has been unusable since 1989 per the courts. The LPC voted to SUPPORT SCR 1043.

Summary: Puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall.

Coincides with SB 1575, which makes necessary statutory changes, enacted conditionally upon the voters approving this SCR.

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: 02/24		2nd Read: 02/25		1st Read: 01/21		2nd Read: 01/22	
	GOV None				GOV 01/30 - DP 11-0-0-0-0-0		02/06 - DP 02/10 - PASSED	
	RULES None				RULES 02/03 - C&P 8-0-0-0-0-0		60-0-0-0-0-0	
					Maj Caucus: 02/04 Min Caucus: 02/04			
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.								

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
HB2479	juvenile dependency; state aid; appropriation				1st Read: 01/29 JUD 02/19 - DP 10-0-0-0-0-0 APPROP 02/24 - DP 10-1-0-0-0-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27		SPONSORS: BIASIUCCI, ALLEN J 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.								
HB2581	dangerous; incompetent person; evaluation; commitment				1st Read: 01/27 JUD 02/19 - DPA 6-4-0-0-0-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/26 - RET ON CAL	SPONSORS: ALLEN J 2nd Read: 01/28	
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.								

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
HB2875	regulation; short-term rentals				SPONSORS: KAVANAGH, ANDRADE, et al 1st Read: 02/12 2nd Read: 02/13 GOV 02/20 - DPA 7-3-0-1-0-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27			
Comments: Summary: Modifies the list of regulations that counties and municipalities are authorized to impose on vacation rentals or short-terms rentals including: requiring contact information for the owner of the rental to be posted on the front door or in another location on the property that is visible and accessible to the public; restricting the maximum number of adult occupants allowed on the property at one time; requiring the installation of safety and monitoring equipment that monitors and detects noise and notifies the owner if noise is unreasonable or in violation of a noise ordinance; prohibiting smoking outside within 100 feet of a residential structure; restricting occupants from checking in without the presence of the owner or the owner's designee; and prohibiting occupants from parking on public or private streets if on-property parking is available.								
SB1085	appropriation; heritage fund		2nd Read: 01/14		SPONSORS: BROPHY MCGEE			
1st Read: 01/13 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		2nd Read: 01/28		SPONSORS: MESNARD, GRAY			
1st Read: 01/27 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.								

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
SB1303	annexation of territory; requirements 1st Read: 01/28 GOV 02/17 - DP 7-0-0-0-0-0 RULES 02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25	CON CAL - 02/24 Object: Yes 02/27 - DPA	2nd Read: 01/29					SPONSORS: PRATT
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.								
SB1335	tourism marketing authorities 1st Read: 01/28 COM 02/11 - W/D FIN 02/19 - DPA 8-0-2-0-0-0 RULES 02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25		2nd Read: 01/29					SPONSORS: PACE, BOWIE
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 1st Read: 02/03 FIN 02/12 - DPA 8-2-0-0-0-0 RULES 02/17 - PFCA Rep Caucus: 02/18 Dem Caucus: 02/18	02/27 - RETAINED	2nd Read: 02/04					SPONSORS: MESNARD
Comments: 2/7: Staff noted the bill will be up in committee next week.								
Establishes a clear definition of commercial activity for property tax classification for short term vacation rentals.								

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
SB1554	short-term rental enforcement; penalties 1st Read: 02/04 COM 02/20 - DPA 5-3-0-0-0-0 RULES 02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25 Comments: Summary: Specifies if a vacation rental or short-term rental is not a person's primary or secondary residence or is owned or operated by a corporate entity, and a majority homeowner is not on the premises of the vacation rental or short-term rental for the duration of the rental, the property cannot be rented more than one time in a 30-day period unless a county or municipality adopts an ordinance allowing the owner to rent more frequently in a 30-day period. Vacation rentals and short-term rentals cannot advertise to exceed the occupancy limit of the dwelling or for any nonresidential use. An online lodging operator that falsifies information to an online lodging marketplace is guilty of a petty offense. Other penalties for violations are modified.		2nd Read: 02/05				SPONSORS: BROPHY MCGEE, BOWIE, et al	
SCR1042	short-term rentals; vacation rentals 1st Read: 02/04 COM None RULES None Comments: Summary: Sends to the voters a repeal of short-term rental prohibitions.		2nd Read: 02/05				SPONSORS: BROPHY MCGEE, BOWIE	

Running LPC/Board 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

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
NOW: penalties; civil traffic violation

SPONSORS: BIASIUCCI, BLACKMAN, et al

1st Read: 02/24

2nd Read: 02/25

1st Read: 01/13

2nd Read: 01/16

TPS None
JUD None
RULES None

JUD 02/05 - DPA/SE
6-4-0-0-0-0
RULES 02/10 - C&P
5-3-0-0-0-0

02/17 - DPA

02/17 -
PASSED

33-27-0-0-0-0

Maj Caucus: 02/11
Min Caucus: 02/11

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.

Updates: As of 1/16/2020, the CSA has not taken a position on this bill.

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes

HB2065	recorder; recording fees; lien fees		

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.

Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes

		SPONSORS: KAVANAGH	
1st Read: 01/29		2nd Read: 01/30	
GOV	02/13 - DP 8-2-0-1-0-0	02/27 - RET ON CAL	
RULES	02/24 - C&P 8-0-0-0-0-0		
Maj Caucus: 02/24			
Min Caucus: 02/24			

Comments: 1/31: Staff explained counties have voiced safety and liability concerns with the bill. We are working on an amendment that will keep the permitting process in place with passage of the bill. The LPC did not take a position on the bill.

Summary: Prevents a city, town, or county from requiring a property owner to obtain a construction/building permit if (1) the permit is for an international boundary wall, (2) the wall will be build adjacent to the international boundary line, and (3) the owner has provided written consent for the construction.

HB2099	property tax; mobile homes; delinquency	
	1st Read: 02/24	2nd Read: 02/25
	FIN None	
	RULES None	

1st Read: 01/13		2nd Read: 01/16	
WM	01/29 - DPA 10-0-0-0-0-0	02/10 - DPA	02/11 - PASSED
RULES	02/03 - C&P 8-0-0-0-0-0		59-0-1-0-0-0
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.

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
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			
					1st Read: 02/06		2nd Read: 02/10	
					WM None			
					RULES None			
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.								
HB2151	mobile homes; taxation; delinquency				SPONSORS: THORPE			
					1st Read: 02/06		2nd Read: 02/10	
					WM 02/19 - DP 8-2-0-0-0-0	02/25 - RET ON CAL		
					RULES 02/24 - C&P 8-0-0-0-0-0	02/27 - DPA		
					Maj Caucus: 02/24			
					Min Caucus: 02/24			
Comments: 2/20: Staff explained the bill transfers oversight of the sale of delinquent mobile homes from the county sheriff to the county Treasurer. Staff noted the county treasurers are largely opposed and that county sheriffs were assigned this duty because sheriffs are responsible for taking possession of personal property for safety concerns. The Board voted to OPPOSE the bill. Summary: Specifies that county treasurers are responsible for selling mobile homes (1) not on real property tax rolls, (2) without an affidavit of affixture, and (3) delinquent on their taxes, at auction, a responsibility that was previously the county sheriff's. Grants other county sheriff responsibilities to the treasurer, including providing notice for the auction and redeeming the property on payment of tax. Allows the treasurer to enter into a "payment plan" with the treasurer or provide partial payment of the delinquent taxes to secure redemption. Allows the county treasurer to issue a tax bill warrant for such a home at least two years after the tax has become delinquent. Prohibits a county sheriff from seizing a mobile home that was sold after the taxes had become delinquent, but allows collection of delinquent taxes from the original owner. Requires the county treasurer to send owners of delinquent property yearly notices of their delinquency.								

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
HB2227	criminal justice commission; data collection				1st Read: 01/21 JUD 01/29 - DISC/HELD RULES None		2nd Read: 01/22	SPONSORS: ALLEN J
Comments: 1/31: Staff explained this bill was brought forward by ACJC. Staff noted there may be concerns that there could be costs associated with collected new data that is not currently collected, but that stakeholders are working on a amendment. The LPC did not take a position on the bill. Summary: Requires criminal justice agencies to submit data to the Arizona Criminal Justice Commission unless they are prohibited by law or collection imposes a significant burden or cost.								
HB2231	Arizona criminal justice commission; members				1st Read: 01/21 JUD 02/05 - HELD RULES None		2nd Read: 01/22	SPONSORS: ALLEN J
Comments: 1/31: Staff explained that ACJC has recently voted to expand their membership and that this is just formalizing that action. The LPC did not take a position on the bill. Summary: Adds one public defender and one victim advocate to the Arizona Criminal Justice Commission, appointed by the Governor.								
HB2235	record of proceedings; certified reporter				1st Read: 01/28 JUD 02/19 - DPA 6-4-0-0-0-0 RULES 02/24 - C&P 8-0-0-0-0-0	02/25 - RET ON CAL	2nd Read: 01/29	SPONSORS: ALLEN J
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.					Maj Caucus: 02/24 Min Caucus: 02/24			

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 1st Read: 02/24 COM None RULES None		2nd Read: 02/25		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 SPONSORS: BOLICK 02/11 - PASSED 59-0-1-0-0-0	

Comments: 2/7: Staff explained there are limited concerns over the impact because it could move more work to the public fiduciaries office. The LPC did not take a position on the bill.

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 1st Read: 02/24 FIN None RULES None		2nd Read: 02/25		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		2nd Read: 01/27 SPONSORS: DUNN, COBB 02/11 - RET ON CAL 02/17 - PASSED 49-11-0-0-0-0	

Comments: 2/7: Staff explained the bill has an unknown fiscal impact because the energy storage industry does not yet exist in Arizona, but it could potentially reduce revenues in the future. The LPC did not take a position on the bill.

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.

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
HB2313	fire sprinklers; existing buildings; prohibition				1st Read: 01/23 RA 02/03 - DPA 4-3-0-0-0-0 RULES 02/10 - C&P 5-3-0-0-0-0 Maj Caucus: 02/11 Min Caucus: 02/11		SPONSORS: GRANTHAM 2nd Read: 01/27 02/17 - RET ON CAL 02/26 - PASSED 02/26 - DPA 31-29-0-0-0-0	

Comments: 2/7: Staff explained based on the feedback received counties generally only require sprinklers in new building project or in a change of property use, but there was some concern over fire safety that was expressed. The LPC did not take a position.

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.

HB2352	centrally assessed property; valuation; pipelines.				1st Read: 01/21 WM 02/19 - DPA 6-3-0-0-1-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/26 - DPA	SPONSORS: TOMA, BOLICK, et al 2nd Read: 01/22	

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.

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 1st Read: 02/27 GOV None RULES None				1st Read: 01/23 GOV 02/06 - DP 11-0-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	SPONSORS: UDALL, CAMPBELL, et al 2nd Read: 01/27 02/25 - PASSED 60-0-0-0-0-0	

Comments: 2/7: Staff explained there is concern that authorizing library districts to provide funding for these programs creates an expectation that the library will do so, without any funding. Staff also explained they will be meeting with stakeholders shortly to reach a consensus. The LPC did not take a position on the bill.

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				1st Read: 01/27 WM 02/12 - DP 6-4-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	SPONSORS: COBB 2nd Read: 01/28	

Comments: 2/7: Staff noted that the bill was held in committee. 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.

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
HB2442	highway safety fee repeal				SPONSORS: BIASIUCCI, BLACKMAN, et al 1st Read: 01/29 TRANS 02/05 - DP 5-4-0-0-0-0 APPROP 02/12 - DP 6-4-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18 2nd Read: 01/30 02/26 - PASSED 36-23-1-0-0-0			
Comments: 2/7: Staff noted that repealing the highway safety fee earlier and is expected to be a part of the budget negotiations. The LPC did not take a position on the bill. Summary: Repeals the highway safety fee.								
HB2445	right to redeem; lien; sale				SPONSORS: KERN 1st Read: 02/06 WM 02/19 - DP 5-4-0-0-1-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27 2nd Read: 02/10			
Comments: 2/7: Staff explained the bill removes BOS authorities and transfers them to the county treasurer. The bill also increases costs for counties and will lead to reduced interest in tax lien investment. The LPC voted to OPPOSE the bill. 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.								

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
HB2468	law enforcement; prosecution; grants; acceptance				1st Read: 01/28 PS 02/05 - DISC/HELD RULES None		2nd Read: 01/29	SPONSORS: PAYNE
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.				1st Read: 01/28 PS 02/12 - DPA 7-0-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18		2nd Read: 01/29	SPONSORS: PAYNE, BLACKMAN, et al
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.								
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.								

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
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				1st Read: 01/29		2nd Read: 01/30	SPONSORS: TOMA, COOK, et al
					WM 02/12 - DP 10-0-0-0-0-0	02/26 - RET ON CAL		
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
	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.							
HB2496	agricultural property classification; guest ranches				1st Read: 01/29		2nd Read: 01/30	SPONSORS: DUNN, BIASIUCCI, et al
					WM 02/12 - DPA 9-1-0-0-0-0			
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18 Min Caucus: 02/18			
	Comments: 2/14: Staff noted the Assessors Assn. has opposed the bill but that CSA is waiting on further feedback from the counties. The LPC did not take a position on the bill.							
	Summary: Allows guest ranches to be classified as agricultural real property for the purposes of property taxation (Moves from 18% class 1 to a 15% class 2). Requires that the guest ranch owner record a deed restriction on the property for ten years and specifies penalties for deviation. Outlines requirements for what constitutes a guest ranch including providing recreational activities, having a supervised horse program and providing three meals a day. This bill is retroactive to tax years beginning from December 31, 2019.							

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
HB2589	land divisions; county regulation; surveys				1st Read: 01/27 LAG 02/13 - DPA 4-2-0-0-1-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/25 - RET ON CAL 02/26 - DPA	SPONSORS: GRIFFIN, DUNN, et al 2nd Read: 01/28 02/26 - PASSED 31-28-1-0-0-0	

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.

HB2608	overdose; disease prevention; programs				1st Read: 01/28 HHS 02/06 - DP 8-0-0-1-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	SPONSORS: RIVERO 2nd Read: 01/29	

Comments: 2/7: Staff explained the bill noting that the county public health professionals have been supportive of in the past. The LPC did not take a position on the bill.

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 possession 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 notwithstanding by 13-3401-61, which covers drug offenses.

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
HB2616	noxious weeds; government projects 1st Read: 02/24 NRE None RULES None		2nd Read: 02/25		1st Read: 01/30 NREW 02/04 - DP 11-1-0-0-1-0 RULES 02/10 - C&P 8-0-0-0-0-0 Maj Caucus: 02/11 Min Caucus: 02/11		SPONSORS: GRIFFIN 2nd Read: 02/03 02/19 - PASSED 60-0-0-0-0-0	
Comments: 2/7: Staff noted that there have not been concerns on this bill since the language is permissive and the language described is already widely practiced. The LPC did not take a position on the bill, but directed staff to ensure there are no federal impacts from this legislation. 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.								
HB2631	PSPRS; local boards; duties; consolidation 1st Read: 02/27 FIN None RULES None				1st Read: 01/28 GOV 01/30 - DP 10-0-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18		SPONSORS: BLACKMAN 2nd Read: 01/29 02/25 - PASSED 60-0-0-0-0-0	
Comments: 1/31: Staff noted this is a step in the right direction to improving PSPRS, with support from the unions and the League of Cities and Towns. The LPC did not take a position on the bill. Summary: Modifies the PSPRS local boards including establishing a uniform process for reviewing applications, requires independent legal to be obtained, and requires member training within 180 days of appointment.								
HB2717	treasurer; pension prefunding; investment accounts				1st Read: 02/04 GOV 02/13 - DPA 11-0-0-0-0-0 RULES 02/25 - C&P 7-0-0-0-1-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/27 - DPA	SPONSORS: KAVANAGH 2nd Read: 02/05 02/27 - PASSED 60-0-0-0-0-0	

Comments: 2/7: Staff noted it is another tool in the toolbox, but does not exclude the money from the expenditure limit. The LPC did not take position on the bill.

Summary: Authorizes the State Treasurer to invest and reinvest pension prefunding plan monies in equity securities for pension prefunding plan investment accounts.

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
HB2761	property value determination; modifications; verification				1st Read: 02/04 WM 02/12 - DP 8-1-0-1-0-0 RULES None		SPONSORS: SHAH, FILLMORE, et al 2nd Read: 02/05	
Comments: 2/14: Staff explained this would be burdensome for assessors and that it would utilize more staff time and wages than necessary. The LPC voted to OPPOSE the bill. Summary: Prohibits the county assessor from establishing limited property value on the basis of construction, destruction, or demolition by using aerial surveillance photography. Specifies that the county assessor must physically inspect and verify the total value of the modification before assessing limited property value.								
HB2812	community facilities districts; viticulture				1st Read: 02/11 WM 02/19 - DP 8-2-0-0-0-0 RULES 02/25 - C&P 7-0-0-0-1-0 Maj Caucus: 02/25 Min Caucus: 02/25	CON CAL - 02/25 Object: No	2nd Read: 02/12 02/27 - PASSED 39-21-0-0-0-0	SPONSORS: PIERCE
Comments: 2/20: Staff explained the bill allows revenues collected through a community facilities district to be expended on a watering system for viticultural purposes. The LPC did not take a position on the bill. Summary: Adds water systems for viticulture to the definition of "public infrastructure," resulting in viticulture water systems being deemed a "beneficial use" and allowing community facilities districts to enter into contracts and expend monies on them.								
HB2877	e-liquids; vapor products; tobacco products				1st Read: 02/12 COM 02/18 - W/D JUD None RULES None		2nd Read: 02/13	SPONSORS: ALLEN J
Comments: 2/14: Staff noted the bill preempts county and municipal governments from regulating the sale and marketing of tobacco and vape products. This could affect county smoke-free areas and vending machine locations. The LPC voted to OPPOSE HB 2877. Summary: Codifies the federal government's raising of the tobacco minimum sales age from 18 to 21 in Arizona law. Preempts regulation of tobacco products, alternative nicotine products, e-liquids, and vapor products by cities, towns, and counties. Establishes a state license under the Board of liquor license and control. Establishes requirements for selling these products, procedures for revocation, suspension and appeals.								

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
HB2899	fuel; electric cars; hybrids; taxes				SPONSORS: CAMPBELL, BOWERS, et al 1st Read: 02/12 TRANS 02/19 - DPA 6-0-0-0-3-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27		2nd Read: 02/13	
Comments: 2/14: Staff explained the bill increases the gas tax and establishes parity between alternative fuel vehicles and traditional vehicles. The LPC noted concerns with having to consult with the State Transportation Board on a 20-year plan. Summary: Establishes per gallon taxes for motor vehicle fuel in FYs 2020-2024 by specified amounts and ties later increases to inflation. Establishes per gallon equivalent taxes for natural gas and propane in the same timeframe. Establishes an electricity per kilowatt tax. Establishes a yearly tax for electricity-only and hybrid vehicles, specifying the tax amount from FY 2020 to FY 2023. In following years, states that the tax will be tied to GDP. Establishes the Arizona road use account, specifies that the account is to be funded by the yearly taxes imposed by the bill, and states that the account is intended to be used only on maintaining streets, roads and highways. Prohibits the account from funding most law enforcement activities, the economic strength project fund, and highway patrol costs. Specifies that the account be distributed in the same way as HURF. Requires the state transportation board - in consultation with county and municipal governments and regional transportation planning agencies - to develop a comprehensive plan for use of the Arizona road use fund. Requires this plan to be updated at least once every five years for usage over the next twenty years. Specifies retail standards for how compressed/liquefied natural gas must be dispensed.								
SB1014	election procedures manual; rulemaking; GRRC		2nd Read: 01/14					SPONSORS: UGENTI-RITA
	1st Read: 01/13 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.

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
SB1019	prohibition; regulation; industrial hemp sites 1st Read: 01/13 GOV 02/03 - DP 6-1-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18 Comments: 2/20: Last discussed at the LPC meeting on January 24th, staff stated that the bill prohibits local governments from imposing further regulations on industrial hemp sites. The definition of industrial hemp sites, which included growing and processing hemp, led to concerns about the safety of stymying regulations on the potentially volatile and explosive process of extracting CBD from hemp. While staff had advised patience due to a forthcoming amendment to address our concerns, conflict between the hemp and marijuana industries led to the amendment agreement falling apart. The sponsor also continues to threaten to move forward with the bill as originally written. The LPC voted to OPPOSE SB 1019. 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.	CON CAL - 02/17 Object: Yes	2nd Read: 01/14				SPONSORS: BORRELLI	
SB1113	mortgaged property; tax statements; information 1st Read: 01/13 FIN 01/22 - DP 8-2-0-0-0-0 RULES 01/27 - PFC 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.	CON CAL - 01/27 Object: No	2nd Read: 01/14 01/30 - PASSED 30-0-0-0-0-0		1st Read: 02/27 WM None RULES None			SPONSORS: LEACH

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
SB1116	TPT; exemption; public safety equipment 1st Read: 01/13 FIN None APPROP None RULES None		2nd Read: 01/14					SPONSORS: BORRELLI
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 1st Read: 01/16 GOV 02/10 - DPA 6-1-0-0-0-0 RULES 02/17 - PFC	02/24 - DPA	2nd Read: 01/21 02/26 - PASSED 16-13-1-0-0-0					SPONSORS: GRAY, FANN
Rep Caucus: 02/18 Dem Caucus: 02/18 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 disagree with an interim determination to file a claim in accordance with the terms of the contract. Update 2/10: Several changes were made from an amendment in committee, it specifies that the change order will be done in accordance with the terms of the construction contract, removes the new definition of construction contract, subcontractor and contractor, eliminated allowing oral agreements, and provided clarity regarding who the subcontractor is requesting payment from – specifies that subcontractor may requests payment from the contractor, not the owner. The bill does still allow for an interim determination, monthly payments based on the costs incurred for change orders, and a claims process for work for the costs of the work if there is a dispute.								

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 1st Read: 01/16 JUD 01/23 - DP 7-0-0-0-0-0 RULES 01/27 - PFC	CON CAL - 01/27 Object: No	2nd Read: 01/21 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.								
SB1204	centrally assessed property; valuation; pipelines 1st Read: 01/22 FIN 01/29 - DPA 7-1-2-0-0-0 RULES 02/17 - PFC	02/24 - DPA	2nd Read: 01/23 02/26 - PASSED 22-7-1-0-0-0					
	Rep Caucus: 02/18 Dem Caucus: 02/18							

Comments: 1/31: 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 (HB 2352) 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.

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
SB1333	peace officer rights; due process 1st Read: 01/28 TPS 02/12 - DPA 5-0-3-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18 Comments: 2/20: Staff explained that the Sheriffs are concerned with the bill's prescriptions for internal investigations. The bill requires notice of intent to interview and contains additional language that limits the restriction on questions that arise from an interview. While an amendment to address concerns about the notice of intent is in the works, staff recommended to oppose the bill with the Sheriffs, AACo, and the League. The LPC voted to OPPOSE SB 1333. Summary: Makes a number of changes to statute involving internal investigations of law enforcement officers. These include (1) requiring the employer to provide the officer with notice of intent to interview, (2) limiting what an employer is allowed to say during an interview, (3) allowing an appeals board/commission hearing officer or judge to take evidence and subpoena witnesses, (4) limiting when the employer can order an officer to submit to a mental or behavioral examination, (5) extends and establishes timelines to the officer's benefit, (6) allows medical examinations to be conducted by professionals rather than only physicians, and (7) specifies that only a licensed psychiatrist/psychologist can make a diagnosis of post-traumatic stress. Removes the requirement that parties in an appeal of a disciplinary action taken against a law enforcement officer act in good faith.	02/24 - DPA	2nd Read: 01/29				SPONSORS: LIVINGSTON	
SB1398	tax omnibus 1st Read: 01/29 FIN 02/05 - DPA 6-3-1-0-0-0 RULES 02/10 - PFC Rep Caucus: 02/11 Dem Caucus: 02/11	02/18 - DPA	2nd Read: 01/30 02/19 - PASSED 17-12-1-0-0-0				SPONSORS: MESNARD, ALLEN S, et al	

Comments: 2/7: Staff explained the bill touches many different taxes, including income tax, property tax and fuel tax. Additionally, staff explained the proposed reduction in the Class 1 assessment ratio causes a shift to other property classes, although the reduction of the state equalization tax rate minimizes this effect. Staff also outlined how this would affect each county's tax collections. The LPC did not take a position on the bill.

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.

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
SB1416	claims; liability; notice 1st Read: 01/29 JUD None RULES None		2nd Read: 01/30					
Comments: 2/7: Staff noted this would create an additional burden on government entities, counties may not be able to determine who would have a potential claim, invites additional claims, and would increase costs. The LPC voted to OPPOSE the bill.					SPONSORS: FARNSWORTH D. (16)			
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. 1st Read: 01/29 APPROP None RULES None		2nd Read: 01/30					
Comments: 2/7: Staff noted this is an identical bill to SB 1116 the LPC voted to oppose on 1/24. The LPC voted to OPPOSE the bill.					SPONSORS: GOWAN			
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.								

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 1st Read: 01/30 JUD 02/06 - DP 4-3-0-0-0-0 RULES 02/24 - PFC W/FL Rep Caucus: 02/25 Dem Caucus: 02/25		2nd Read: 02/03					

SPONSORS: LEACH

Comments: 2/7: Staff noted this limits county authority to enter into a contingency fee contract with a private attorney and that there have been concerns brought up about conflict of interest with the required approval from the Attorney General's Office. The LPC voted to **OPPOSE** the bill.

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.

SB1487	caregiver protections; placement provider investigation 1st Read: 02/03 JUD 02/13 - DP 6-0-1-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18	CON CAL - 02/17 Object: Yes	2nd Read: 02/04					

SPONSORS: FARNSWORTH E. (12), FANN, et al

Comments: 2/14: Staff explained the bill requires the counties to provide indigent defense to out-of-home placement facilities housing children removed due to possible abuse. Staff stated this is an unfunded mandate. The LPC voted to **OPPOSE** the bill.

Summary: Establishes additional caregiver protections for individuals who are providing out-of-home placement (foster parents / kinship placements) including some of the following:

- Providing indigent defense if the child(ren) are removed from their custody because of possible abuse and a preliminary protective hearing.
- Eliminates liability for the provider for (1) their own act or omission when acting in the capacity of a parent or (2) any act or omission of the child in their care if the biological, foster, or adoptive child brought into their home has behavioral health needs that pose a risk to the safety and welfare of other family members.
- States that a provider that allows a child to participate in an appropriate activity is not civilly liable for any act in omission in allowing the child to participate if it is found that the provider acted according to a reasonable and prudent parenting standard.

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
SB1498	workers' compensation; physicians; expertise; hearings 1st Read: 02/03 COM 02/20 - DPA 6-2-0-0-0-0 RULES None		2nd Read: 02/04					SPONSORS: BOYER, CARTER

Comments: 2/20: Staff explained the bill allows an employee or an employee's designee that is seeking workers' compensation benefits to invite any individual of their choosing to their workers' compensation hearing at the Industrial Commission. Staff explained there are concerns with allowing anybody to sit in on a hearing to determine if a county employee qualifies for additional benefits. The LPC voted to **OPPOSE** the bill.

Summary: The bill has a two key provisions:

- Permits the employee (or the employee's estate, surviving spouse, or dependent if the employee is deceased) to bring any person of their choosing to any hearing without prior approval of the Administrative Law Judge and prohibits the Industrial Commission from adopting any rules that in any way restricts the right to bring any person of their choosing to a hearing.
- Requires a physician who performs an IME or any physician who testifies at an employee's hearing regarding the employee's condition to have expertise in diagnosing and treating the employee's specific injury.

SB1509	county officials; district board; salary 1st Read: 02/03 GOV 02/17 - DP 4-3-0-0-0-0 RULES None		2nd Read: 02/04					SPONSORS: LIVINGSTON, FARNSWORTH D. (16), et al

Comments: 2/20: Staff stated that the split position of the Board on this topic made action by individuals preferable. The LPC took no position on this bill.

Establishes a flat salary increase of \$12,000 to all county elected officials in A.R.S 11-419 and 12-281 (Attorneys, Assessors, Clerks of Superior Court, Recorders, School Superintendents, Sheriffs, Supervisors, and Treasurers), effective after the next election. Each member of the Maricopa community college district board of a district is required to receive a salary equal to the annual salary of the member of the Legislature. Effective January 1, 2021.

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
SB1510	public contracts; payment methods 1st Read: 02/03 GOV 02/17 - DP 6-0-1-0-0-0 RULES 02/24 - PFC	CON CAL - 02/24 Object: Yes 02/26 - RETAINED	2nd Read: 02/04					
	Rep Caucus: 02/25 Dem Caucus: 02/25							
Comments: 2/14: Staff explained the bill was held this week in committee pending a potential amendent that may ease the concerns of counties and municipalities. The LPC did not take a position on the bill.								
Summary: Allows contractor retention, at the option of the contractor, to be placed in money market or demand deposit accounts. Lack of security associated with the accounts. Note: the bill was held in committee pending an amendment. There have been some concerns raised regarding volatility and security associated with these types of accounts.								
SB1527	e-liquids; tobacco products; vapor products 1st Read: 02/03 COM None RULES None		2nd Read: 02/04					

SPONSORS: LIVINGSTON

SPONSORS: LEACH, ALLEN J, et al

Comments: 2/7: Staff noted the bill establishes preemption on the sale and marketing of tobacco, vapor and nicotine products. The LPC voted to **OPPOSE** the bill.

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

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

SB1575	property tax exemptions; statutory conformity 1st Read: 02/04 FIN 02/12 - DPA 10-0-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18	02/27 - DPA	2nd Read: 02/05					SPONSORS: MESNARD

Comments: 2/14: Staff explained this bill only makes conforming changes that would be necessary with the passage of SCR 1043 from the voters. The LPC voted to **SUPPORT** the bill.

Summary: Coinciding with SCR 1043, which puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall. This bill merely makes statutory changes necessary to implement SCR 1043, if approved by the voters.

SB1664	civil liability; gun-free zones 1st Read: 02/05 JUD 02/13 - DPA 4-3-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18		2nd Read: 02/06					SPONSORS: GOWAN, BORRELLI, et al

Comments: 2/7: Staff explained there are significant liability concerns associated with this bill. Counties have no control over court security, but the bill would statutorily assign financial liability to the county general fund, in case of an incident. Also, counties deploy a range of security measures. The bill would remove the ability to mitigate liability. The LPC voted to **OPPOSE** the bill.

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.

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 1st Read: 02/05 JUD None RULES None		2nd Read: 02/06		SPONSORS: GOWAN, BORRELLI, et al			
Comments: 2/7: Staff noted the bill would result in reduced penalties for individuals that carry a firearm in to a public building or an election polling place. The LPC did not take a position on the bill.								
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 place it in temporary secure storage or entering an election polling place on election day carrying a deadly weapon.								
SB1667	fireworks; aerial devices 1st Read: 02/05 COM 02/13 - DPA 7-0-1-0-0-0 RULES 02/17 - PFC	02/24 - DPA	2nd Read: 02/06 02/26 - FAILED 14-15-1-0-0-0		SPONSORS: GOWAN, PAYNE			
Rep Caucus: 02/18 Dem Caucus: 02/18								
Comments: 2/14: Staff explained the bill expands the types of fireworks allowed to be used. The LPC voted to OPPOSE the bill.								
Summary: Modifies the definition of permissible consumer fireworks by allowing mine devices and shell devices it also allows multiple-tube aerial devices in counties with 500,00 people or more.								
SCR1043	constitutional property tax exemptions 1st Read: 02/04 FIN 02/12 - DP 10-0-0-0-0-0 RULES 02/17 - PFC	CON CAL - 02/17 Object: No	2nd Read: 02/05 02/20 - PASSED 25-0-5-0-0-0		SPONSORS: MESNARD			
Rep Caucus: 02/18 Dem Caucus: 02/18								
Comments: 2/14: Staff explained the bill reorganizes the constitutional property tax exemptions and reenacts the exemption for disabled veterans which has been unusable since 1989 per the courts. The LPC voted to SUPPORT SCR 1043.								
Summary: Puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall.								
Coincides with SB 1575, which makes necessary statutory changes, enacted conditionally upon the voters approving this SCR.								



County Supervisors A S S O C I A T I O N o f a r i z o n a

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

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE AGENDA

March 6, 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-elect Steve Gallardo

A) CSA Legislative Agenda

- 1) CSA Budget Update
- 2) [HB 2899 fuel; electric cars; hybrids; taxes](#) (Campbell)
- 3) [HB 2478 rural counties; transient lodging tax](#) (Pierce)
- 4) [HB 2479 juvenile dependency; state aid; appropriation](#) (Biasiucci)
- 5) [HB 2551 appropriation; heritage fund](#) (Osborne)
- 6) [HB 2581 dangerous; incompetent person; evaluation; commitment](#) (J. Allen)
- 7) Short-term rental regulation
 - a) [HB 2875 regulation; short-term rentals](#) (Kavanagh)
 - b) [SB 1554 short-term rental enforcement; penalties](#) (Brophy McGee)
- 8) [SB 1280 pensions; unfunded liability; expenditure limits](#) (Mesnard)
- 9) [SB 1303 annexation of territory; requirements](#) (Pratt)
- 10) [SB 1335 tourism marketing authorities](#) (Pace)
- 11) [SB 1490 short-term rental properties; classification](#) (Mesnard)

B) Legislative Bills for Discussion

- 1) [HB 2058 delinquent property tax; interest; waiver](#) (Kavanagh)
- 2) [HB 2316 NOW: mental disorder; considerations; involuntary treatment](#) (Barto)
- 3) [HB 2389 public nuisance; noise; evidence](#) (Townsend)
- 4) [HB 2453 DHS; exemption; certain foods; wineries](#) (Griffin)
- 5) [HB 2739 liquor omnibus](#) (Weninger)
- 6) [SB 1531 technical correction; mandatory vehicle insurance](#) (Livingston)

C) Other Legislative Issues

D) Next Meeting Date and Time (*Friday, March 13, at 9:00 a.m.*)

E) Other Business

F) Adjourn

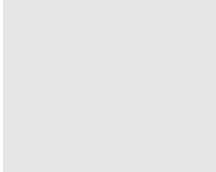
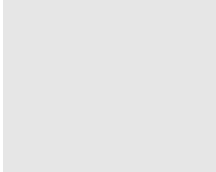
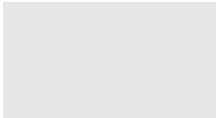
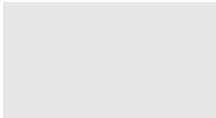
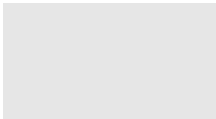
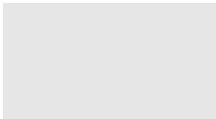
PLEASE POST NO LATER THAN 9:00 A.M., THURSDAY, MARCH 5, 2020
Attendance may occur by teleconference or videoconference

CSA Bills

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2350	counties; committed youth contributions; repeal 1st Read: 02/24 GOV None RULES None		2nd Read: 02/25		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	02/06 - DP	SPONSORS: TOMA, BOLICK, et al 2nd Read: 01/22 02/10 - PASSED 60-0-0-0-0-0	
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				1st Read: 01/29 JUD 02/19 - DP 10-0-0-0-0-0 APPROP 02/24 - DP 10-1-0-0-0-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27		SPONSORS: BIASIUCCI, ALLEN J 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.								

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 02/19 - DPA 6-4-0-0-0-0	02/26 - RET ON CAL		
					RULES 02/24 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/24 Min Caucus: 02/24			
	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.							
HB2875	regulation; short-term rentals				SPONSORS: KAVANAGH, ANDRADE, et al			
					1st Read: 02/12		2nd Read: 02/13	
					GOV 02/20 - DPA 7-3-0-1-0-0			
					RULES 02/27 - C&P 7-0-0-0-1-0			
					Maj Caucus: 02/27 Min Caucus: 02/27			
	Comments: Summary: Modifies the list of regulations that counties and municipalities are authorized to impose on vacation rentals or short-terms rentals including: requiring contact information for the owner of the rental to be posted on the front door or in another location on the property that is visible and accessible to the public; restricting the maximum number of adult occupants allowed on the property at one time; requiring the installation of safety and monitoring equipment that monitors and detects noise and notifies the owner if noise is unreasonable or in violation of a noise ordinance; prohibiting smoking outside within 100 feet of a residential structure; restricting occupants from checking in without the presence of the owner or the owner's designee; and prohibiting occupants from parking on public or private streets if on-property parking is available.							

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
HB2899	fuel; electric cars; hybrids; taxes				SPONSORS: CAMPBELL, BOWERS, et al			
					1st Read: 02/12		2nd Read: 02/13	
					TRANS 02/19 - DPA 6-0-0-0-3-0			
					RULES 02/27 - C&P 7-0-0-0-1-0			
					Maj Caucus: 02/27			
					Min Caucus: 02/27			
Comments: 2/14: Staff explained the bill increases the gas tax and establishes parity between alternative fuel vehicles and traditional vehicles. The LPC noted concerns with having to consult with the State Transportation Board on a 20-year plan.								
Summary: Establishes per gallon taxes for motor vehicle fuel in FYs 2020-2024 by specified amounts and ties later increases to inflation. Establishes per gallon equivalent taxes for natural gas and propane in the same timeframe. Establishes an electricity per kilowatt tax. Establishes a yearly tax for electricity-only and hybrid vehicles, specifying the tax amount from FY 2020 to FY 2023. In following years, states that the tax will be tied to GDP. Establishes the Arizona road use account, specifies that the account is to be funded by the yearly taxes imposed by the bill, and states that the account is intended to be used only on maintaining streets, roads and highways. Prohibits the account from funding most law enforcement activities, the economic strength project fund, and highway patrol costs. Specifies that the account be distributed in the same way as HURF. Requires the state transportation board - in consultation with county and municipal governments and regional transportation planning agencies - to develop a comprehensive plan for use of the Arizona road use fund. Requires this plan to be updated at least once every five years for usage over the next twenty years. Specifies retail standards for how compressed/liquefied natural gas must be dispensed.								
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 02/17 - DP 7-0-0-0-0-0	CON CAL - 02/24	03/02 - PASSED					
	RULES 02/24 - PFC	Object: Yes 02/27 - DPA	29-0-1-0-0-0					
	Rep Caucus: 02/25							
	Dem Caucus: 02/25							
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.								

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 1st Read: 01/28 COM 02/11 - W/D FIN 02/19 - DPA 8-0-2-0-0-0 RULES 02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25		2nd Read: 01/29 					SPONSORS: PACE, BOWIE 
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.								
SB1350	state parks; lottery; heritage fund 1st Read: 01/28 APPROP 02/25 - DPA 8-1-0-0-0-0 RULES 03/02 - PFC Rep Caucus: 03/03 Dem Caucus: 03/03		2nd Read: 01/29 					SPONSORS: BROPHY MCGEE, BOWIE 
Comments: Appropriates \$1 million from the State Lottery Revenue Bond Debt Service Fund to the Arizona State Parks Board Heritage Fund annually, when sufficient monies are available.								
SB1490	short-term rental properties; classification 1st Read: 02/03 FIN 02/12 - DPA 8-2-0-0-0-0 RULES 02/17 - PFCA Rep Caucus: 02/18 Dem Caucus: 02/18	02/27 - RETAINED	2nd Read: 02/04 					SPONSORS: MESNARD 
Comments: 2/7: Staff noted the bill will be up in committee next week.								
Establishes a clear definition of commercial activity for property tax classification for short term vacation rentals.								

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
SB1554	short-term rental enforcement; penalties 1st Read: 02/04 COM02/20 - DPA 5-3-0-0-0-0 RULES02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25				2nd Read: 02/05	SPONSORS: BROPHY MCGEE, BOWIE, et al		
Comments: Summary: Specifies if a vacation rental or short-term rental is not a person's primary or secondary residence or is owned or operated by a corporate entity, and a majority homeowner is not on the premises of the vacation rental or short-term rental for the duration of the rental, the property cannot be rented more than one time in a 30-day period unless a county or municipality adopts an ordinance allowing the owner to rent more frequently in a 30-day period. Vacation rentals and short-term rentals cannot advertise to exceed the occupancy limit of the dwelling or for any nonresidential use. An online lodging operator that falsifies information to an online lodging marketplace is guilty of a petty offense. Other penalties for violations are modified.								

LPC 3_6

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
HB2058	delinquent property tax; interest; waiver 1st Read: 02/24 FIN None RULES None		2nd Read: 02/25		1st Read: 01/13 WM 01/22 - DP 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	02/11 - DP	2nd Read: 01/16 02/11 - PASSED 59-0-1-0-0-0	SPONSORS: KAVANAGH
Comments: Summary: Allows a county treasurer to waive interest accrued on delinquent taxes during a one-year period after a property's mortgage or deed of trust is satisfied or otherwise released. Specifies that the county treasurer's waiver can also apply to any other penalties. Limits the waiver to once per property per owner.								
HB2316	technical correction; health services; fees NOW: mental disorder; considerations; involuntary treatment 1st Read: 03/02 HHS None RULES None		2nd Read: 03/03		1st Read: 02/17 HHS 02/20 - DPA/SE 9-0-0-0-0-0 RULES 02/25 - C&P 7-0-0-0-1-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/27 - DPA	2nd Read: 02/18 02/27 - PASSED 60-0-0-0-0-0	SPONSORS: BARTO
Comments: Summary: Modifies the definition of mental disorder for consideration for an evaluation and involuntary commitment to include (1) Individuals that present with impairments consistent with both a mental disorder and substance disorder (detoxification, and examination, and review of history), (2) Individuals with an intellectual disability will qualify if they have a mental disorder that would benefit from treatment, (3) Individual with a character or personality disorder including sexual behaviors that are abnormal and statutorily prohibited may be considered if the persona has a mental disorder that would benefit from treatment.								
HB2389	public nuisance; noise; evidence 1st Read: 03/03 JUD None RULES None				1st Read: 01/23 RA 02/03 - DP 5-1-0-1-0-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/25 - RET ON CAL 03/02 - DPA	2nd Read: 01/27 03/02 - PASSED 31-25-4-0-0-0	SPONSORS: TOWNSEND
Comments: Summary: Requires noise-related public nuisance prosecutions to include "an accurate recording and measurement of the noise by a peace officer or code enforcement officer." Specifies how the measurement must be taken.								

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
HB2453	DHS; exemption; certain foods; wineries 1st Read: 02/24 HHS None RULES None		2nd Read: 02/25		1st Read: 01/29 COM 02/11 - DPA 8-0-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	02/20 - DPA	2nd Read: 01/30 02/20 - PASSED 60-0-0-0-0-0	SPONSORS: GRIFFIN
Comments: Summary: Exempts liquor, wine, or beer that is produced on the premises and commercially prepackaged food commercially prepackaged food served on premises from ADHS food safety rules.								
HB2739	liquor omnibus 1st Read: 03/02 COM None RULES None		2nd Read: 03/03		1st Read: 02/04 COM 02/11 - DPA 7-1-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	02/26 - DPA	2nd Read: 02/05 02/26 - PASSED 57-2-1-0-0-0	SPONSORS: WENINGER
Comments: Summary: The bill increases sampling side from 12 to 16 ounces of beer and the amount a craft distiller may produce from 1,189 gallons to 3,566 gallons. The bill allows a retailer to purchase from a craft distiller and allows a producer or wholesaler's representative at a special event to consume small amounts of product for the purpose of quality control. Allows a person under the legal drinking age into an area on the licensed premise if accompanied by a grandparent, spouse, parent, legal guardian of legal drinking instead of an adult. Specifies that a retailer cannot be charged for overserving if a customer pours their own drink without the licensee's notice. The exemption for alcoholic beverages from the health code has been removed in the House Engrossed Version of the bill.								
SB1531	technical correction; mandatory vehicle insurance 1st Read: 02/04 TPS 02/19 - W/D APPROP 02/25 - DPA/SE 9-0-0-0-0-0 RULES None		2nd Read: 02/05					SPONSORS: LIVINGSTON
Comments: Summary: Specifies that the surviving spouse of a law enforcement officer killed in the line of duty will receive specific death benefits (66% of the deceased's average monthly wage) until their death, even in the case of remarriage. Adds that a surviving spouse/dependent of a CORP/PSPRS member is eligible to receive payment for the deceased member's unused sick leave.								

Running LPC/Board 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
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 NOW: penalties; civil traffic violation 1st Read: 02/24				SPONSORS: BIASIUCCI, BLACKMAN, et al			
			2nd Read: 02/25		1st Read: 01/13		2nd Read: 01/16	
	TPS None JUD None RULES None				JUD 02/05 - DPA/SE 6-4-0-0-0-0	02/17 - DPA	02/17 - PASSED	
					RULES 02/10 - C&P 5-3-0-0-0-0		33-27-0-0-0-0	
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.								

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
HB2065	recorder; recording fees; lien fees				1st Read: 01/29 GOV 02/13 - DP 8-2-0-1-0-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/27 - RET ON CAL	2nd Read: 01/30	SPONSORS: KAVANAGH
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.								
HB2084	international boundary wall; building permits				1st Read: 01/13 FR 01/22 - DPA 4-3-0-0-0-0 RULES 01/27 - C&P 7-0-0-0-1-0 Maj Caucus: 01/28 Min Caucus: 01/28	01/30 - DPA	2nd Read: 01/16	SPONSORS: PETERSEN, BARTO, et al
Comments: 1/31: Staff explained counties have voiced safety and liability concerns with the bill. We are working on an amendment that will keep the permitting process in place with passage of the bill. The LPC did not take a position on the bill.								
Summary: Prevents a city, town, or county from requiring a property owner to obtain a construction/building permit if (1) the permit is for an international boundary wall, (2) the wall will be build adjacent to the international boundary line, and (3) the owner has provided written consent for the construction.								
HB2099	property tax; mobile homes; delinquency				1st Read: 01/13 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	02/10 - DPA	2nd Read: 01/16	SPONSORS: GRIFFIN
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.								

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

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

1st Read: 02/06

2nd Read: 02/10

WM None**RULES** None

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.

HB2151 mobile homes; taxation; delinquency

SPONSORS: THORPE

1st Read: 02/06

2nd Read: 02/10

WM 02/19 - DP 02/25 - RET ON
8-2-0-0-0-0 CAL

RULES 02/24 - C&P 02/27 - DPA
8-0-0-0-0-0

Maj Caucus: 02/24

Min Caucus: 02/24

Comments: 2/20: Staff explained the bill transfers oversight of the sale of delinquent mobile homes from the county sheriff to the county Treasurer. Staff noted the county treasurers are largely opposed and that county sheriffs were assigned this duty because sheriffs are responsible for taking possession of personal property for safety concerns. The Board voted to OPPOSE the bill.

Summary: Specifies that county treasurers are responsible for selling mobile homes (1) not on real property tax rolls, (2) without an affidavit of affixture, and (3) delinquent on their taxes, at auction, a responsibility that was previously the county sheriff's. Grants other county sheriff responsibilities to the treasurer, including providing notice for the auction and redeeming the property on payment of tax. Allows the treasurer to enter into a "payment plan" with the treasurer or provide partial payment of the delinquent taxes to secure redemption. Allows the county treasurer to issue a tax bill warrant for such a home at least two years after the tax has become delinquent. Prohibits a county sheriff from seizing a mobile home that was sold after the taxes had become delinquent, but allows collection of delinquent taxes from the original owner. Requires the county treasurer to send owners of delinquent property yearly notices of their delinquency.

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

HB2227 criminal justice commission; data collection SPONSORS: ALLEN J

1st Read: 01/21 2nd Read: 01/22

JUD 01/29 - DISC/HELD

RULES None

Comments: 1/31: Staff explained this bill was brought forward by ACJC. Staff noted there may be concerns that there could be costs associated with collected new data that is not currently collected, but that stakeholders are working on a amendment. The LPC did not take a position on the bill.

Summary: Requires criminal justice agencies to submit data to the Arizona Criminal Justice Commission unless they are prohibited by law or collection imposes a significant burden or cost.

HB2231 Arizona criminal justice commission; members SPONSORS: ALLEN J

1st Read: 01/21 2nd Read: 01/22

JUD 02/05 - HELD

RULES None

Comments: 1/31: Staff explained that ACJC has recently voted to expand their membership and that this is just formalizing that action. The LPC did not take a position on the bill.

Summary: Adds one public defender and one victim advocate to the Arizona Criminal Justice Commission, appointed by the Governor.

HB2235 record of proceedings; certified reporter SPONSORS: ALLEN J

1st Read: 01/28 2nd Read: 01/29

JUD 02/19 - DPA 02/25 - RET ON
6-4-0-0-0-0 CAL

RULES 02/24 - C&P
8-0-0-0-0-0

Maj Caucus: 02/24

Min Caucus: 02/24

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.

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 1st Read: 02/24 COM None RULES None		2nd Read: 02/25		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	02/10 - DPA	2nd Read: 01/22 02/11 - PASSED 59-0-1-0-0-0	SPONSORS: BOLICK
Comments: 2/7: Staff explained there are limited concerns over the impact because it could move more work to the public fiduciaries office. The LPC did not take a position on the bill.								
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 1st Read: 02/24 FIN None RULES None		2nd Read: 02/25		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	02/11 - RET ON CAL 02/17 - DP	2nd Read: 01/27 02/17 - PASSED 49-11-0-0-0-0	SPONSORS: DUNN, COBB
Comments: 2/7: Staff explained the bill has an unknown fiscal impact because the energy storage industry does not yet exist in Arizona, but it could potentially reduce revenues in the future. The LPC did not take a position on the bill.								
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 1st Read: 03/02 GOV None RULES None		2nd Read: 03/03		1st Read: 01/23 RA 02/03 - DPA 4-3-0-0-0-0 RULES 02/10 - C&P 5-3-0-0-0-0 Maj Caucus: 02/11 Min Caucus: 02/11	02/17 - RET ON CAL 02/26 - DPA	2nd Read: 01/27 02/26 - PASSED 31-29-0-0-0-0	SPONSORS: GRANTHAM
Comments: 2/7: Staff explained based on the feedback received counties generally only require sprinklers in new building project or in a change of property use, but there was some concern over fire safety that was expressed. The LPC did not take a position.								
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.								

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.

1st Read: 03/03

FIN None
RULES None

SPONSORS: TOMA, BOLICK, et al

1st Read: 01/21

WM 02/19 - DPA
6-3-0-0-1-0
RULES 02/24 - C&P
8-0-0-0-0-0

02/26 - DPA

2nd Read: 01/22

03/02 - PASSED

31-25-4-0-0-0

Maj Caucus: 02/24

Min Caucus: 02/24

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.

HB2386 county free library districts; programs

1st Read: 02/27

GOV None
RULES None

2nd Read: 03/02

SPONSORS: UDALL, CAMPBELL, et al

1st Read: 01/23

GOV 02/06 - DP
11-0-0-0-0-0
RULES 02/17 - C&P
8-0-0-0-0-0

CON CAL - 02/17
Object: No

2nd Read: 01/27

02/25 - PASSED

60-0-0-0-0-0

Maj Caucus: 02/18

Min Caucus: 02/18

Comments: 2/7: Staff explained there is concern that authorizing library districts to provide funding for these programs creates an expectation that the library will do so, without any funding. Staff also explained they will be meeting with stakeholders shortly to reach a consensus. The LPC did not take a position on the bill.

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.

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

HB2404 TPT; prime contracting; exemptions; certificates

SPONSORS: COBB

1st Read: 01/27

2nd Read: 01/28

WM 02/12 - DP
6-4-0-0-0-0

RULES 02/17 - C&P
8-0-0-0-0-0

CON CAL - 02/17
Object: No

Maj Caucus: 02/18
Min Caucus: 02/18

Comments: 2/7: Staff noted that the bill was held in committee. 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

1st Read: 03/02

2nd Read: 03/03

TPS None
APPROP None
RULES None

1st Read: 01/29

SPONSORS: BIASIUCCI, BLACKMAN, et al

2nd Read: 01/30

TRANS 02/05 - DP
5-4-0-0-0-0

APPROP 02/12 - DP
6-4-0-0-1-0

RULES 02/17 - C&P
8-0-0-0-0-0

02/24 - DP

02/26 - PASSED

36-23-1-0-0-0

Maj Caucus: 02/18
Min Caucus: 02/18

Comments: 2/7: Staff noted that repealing the highway safety fee earlier and is expected to be a part of the budget negotiations. The LPC did not take a position on the bill.

Summary: Repeals the highway safety fee.

HB2445 right to redeem; lien; sale

SPONSORS: KERN

1st Read: 02/06

2nd Read: 02/10

WM 02/19 - DP
5-4-0-0-1-0

RULES 02/27 - C&P
7-0-0-0-1-0

Maj Caucus: 02/27
Min Caucus: 02/27

Comments: 2/7: Staff explained the bill removes BOS authorities and transfers them to the county treasurer. The bill also increases costs for counties and will lead to reduced interest in tax lien investment. The LPC voted to OPPOSE the bill.

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.

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
HB2468	law enforcement; prosecution; grants; acceptance				SPONSORS: PAYNE			
					1st Read: 01/28 PS 02/05 - DISC/HELD RULES None		2nd Read: 01/29	
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 PS 02/12 - DPA 7-0-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0		2nd Read: 01/29	
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.								
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.								

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

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 02/12 - DP
10-0-0-0-0-0

02/26 - RET ON
CAL

RULES 02/17 - C&P
8-0-0-0-0-0

Maj Caucus: 02/18

Min Caucus: 02/18

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.

HB2496 agricultural property classification; guest ranches

SPONSORS: DUNN, BIASIUCCI, et al

1st Read: 01/29

2nd Read: 01/30

WM 02/12 - DPA
9-1-0-0-0-0

RULES 02/17 - C&P
8-0-0-0-0-0

Maj Caucus: 02/18

Min Caucus: 02/18

Comments: 2/14: Staff noted the Assessors Assn. has opposed the bill but that CSA is waiting on further feedback from the counties. The LPC did not take a position on the bill.

Summary: Allows guest ranches to be classified as agricultural real property for the purposes of property taxation (Moves from 18% class 1 to a 15% class 2). Requires that the guest ranch owner record a deed restriction on the property for ten years and specifies penalties for deviation. Outlines requirements for what constitutes a guest ranch including providing recreational activities, having a supervised horse program and providing three meals a day. This bill is retroactive to tax years beginning from December 31, 2019.

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
HB2589	land divisions; county regulation; surveys 1st Read: 03/02 GOV None RULES None		2nd Read: 03/03		1st Read: 01/27 LAG 02/13 - DPA 4-2-0-0-1-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/25 - RET ON CAL 02/26 - DPA	SPONSORS: GRIFFIN, DUNN, et al 2nd Read: 01/28 02/26 - PASSED 31-28-1-0-0-0	
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.								
HB2608	overdose; disease prevention; programs				1st Read: 01/28 HHS 02/06 - DP 8-0-0-1-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	2nd Read: 01/29	SPONSORS: RIVERO
Comments: 2/7: Staff explained the bill noting that the county public health professionals have been supportive of in the past. The LPC did not take a position on the bill.								
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 possession 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 notwithstanding by 13-3401-61, which covers drug offenses.								
HB2616	noxious weeds; government projects 1st Read: 02/24 NRE None RULES None		2nd Read: 02/25		1st Read: 01/30 NREW 02/04 - DP 11-1-0-0-1-0 RULES 02/10 - C&P 8-0-0-0-0-0 Maj Caucus: 02/11 Min Caucus: 02/11	CON CAL - 02/10 Object: No	2nd Read: 02/03 02/19 - PASSED 60-0-0-0-0-0	SPONSORS: GRIFFIN
Comments: 2/7: Staff noted that there have not been concerns on this bill since the language is permissive and the language described is already widely practiced. The LPC did not take a position on the bill, but directed staff to ensure there are no federal impacts from this legislation.								
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.								

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	
HB2631	PSPRS; local boards; duties; consolidation 1st Read: 02/27 FIN None RULES None				2nd Read: 03/02 	SPONSORS: BLACKMAN 1st Read: 01/28 GOV 01/30 - DP 10-0-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18			2nd Read: 01/29 02/25 - PASSED 60-0-0-0-0-0
Comments: 1/31: Staff noted this is a step in the right direction to improving PSPRS, with support from the unions and the League of Cities and Towns. The LPC did not take a position on the bill. Summary: Modifies the PSPRS local boards including establishing a uniform process for reviewing applications, requires independent legal to be obtained, and requires member training within 180 days of appointment.									
HB2717	treasurer; pension prefunding; investment accounts 1st Read: 03/02 FIN None RULES None				2nd Read: 03/03 	SPONSORS: KAVANAGH 1st Read: 02/04 GOV 02/13 - DPA 11-0-0-0-0-0 RULES 02/25 - C&P 7-0-0-0-1-0 Maj Caucus: 02/25 Min Caucus: 02/25			2nd Read: 02/05 02/27 - PASSED 60-0-0-0-0-0
Comments: 2/7: Staff noted it is another tool in the toolbox, but does not exclude the money from the expenditure limit. The LPC did not take position on the bill. Summary: Authorizes the State Treasurer to invest and reinvest pension prefunding plan monies in equity securities for pension prefunding plan investment accounts.									
HB2761	property value determination; modifications; verification 					SPONSORS: SHAH, FILLMORE, et al 1st Read: 02/04 WM 02/12 - DP 8-1-0-1-0-0 RULES None			2nd Read: 02/05
Comments: 2/14: Staff explained this would be burdensome for assessors and that it would utilize more staff time and wages than necessary. The LPC voted to OPPOSE the bill. Summary: Prohibits the county assessor from establishing limited property value on the basis of construction, destruction, or demolition by using aerial surveillance photography. Specifies that the county assessor must physically inspect and verify the total value of the modification before assessing limited property value.									

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
HB2812	community facilities districts; viticulture 1st Read: 03/02 FIN None RULES None				1st Read: 02/11 WM 02/19 - DP 8-2-0-0-0-0 RULES 02/25 - C&P 7-0-0-0-1-0 Maj Caucus: 02/25 Min Caucus: 02/25			
			2nd Read: 03/03			CON CAL - 02/25 Object: No	2nd Read: 02/12 02/27 - PASSED 39-21-0-0-0-0	SPONSORS: PIERCE
Comments: 2/20: Staff explained the bill allows revenues collected through a community facilities district to be expended on a watering system for viticultural purposes. The LPC did not take a position on the bill. Summary: Adds water systems for viticulture to the definition of "public infrastructure," resulting in viticulture water systems being deemed a "beneficial use" and allowing community facilities districts to enter into contracts and expend monies on them.								
HB2877	e-liquids; vapor products; tobacco products				1st Read: 02/12 COM 02/18 - W/D JUD None RULES None			
							2nd Read: 02/13	SPONSORS: ALLEN J
Comments: 2/14: Staff noted the bill preempts county and municipal governments from regulating the sale and marketing of tobacco and vape products. This could affect county smoke-free areas and vending machine locations. The LPC voted to OPPOSE HB 2877. Summary: Codifies the federal government's raising of the tobacco minimum sales age from 18 to 21 in Arizona law. Preempts regulation of tobacco products, alternative nicotine products, e-liquids, and vapor products by cities, towns, and counties. Establishes a state license under the Board of liquor license and control. Establishes requirements for selling these products, procedures for revocation, suspension and appeals.								
HB2899	fuel; electric cars; hybrids; taxes				1st Read: 02/12 TRANS 02/19 - DPA 6-0-0-0-3-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27			
							2nd Read: 02/13	SPONSORS: CAMPBELL, BOWERS, et al
Comments: 2/14: Staff explained the bill increases the gas tax and establishes parity between alternative fuel vehicles and traditional vehicles. The LPC noted concerns with having to consult with the State Transportation Board on a 20-year plan. Summary: Establishes per gallon taxes for motor vehicle fuel in FYs 2020-2024 by specified amounts and ties later increases to inflation. Establishes per gallon equivalent taxes for natural gas and propane in the same timeframe. Establishes an electricity per kilowatt tax. Establishes a yearly tax for electricity-only and hybrid vehicles, specifying the tax amount from FY 2020 to FY 2023. In following years, states that the tax will be tied to GDP. Establishes the Arizona road use account, specifies that the account is to be funded by the yearly taxes imposed by the bill, and states that the account is intended to be used only on maintaining streets, roads and highways. Prohibits the account from funding most law enforcement activities, the economic strength project fund, and highway patrol costs. Specifies that the account be distributed in the same way as HURF. Requires the state transportation board - in consultation with county and municipal governments and regional transportation planning agencies - to develop a comprehensive plan for use of the Arizona road use fund. Requires this plan to be updated at least once every five years for usage over the next twenty years. Specifies retail standards for how compressed/liquefied natural gas must be dispensed.								

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; GRRRC 1st Read: 01/13 JUDNone RULESNone				SPONSORS: UGENTI-RITA 2nd Read: 01/14			
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 1st Read: 01/13 GOV02/03 - DP 6-1-0-0-0-0 RULES02/17 - PFC				SPONSORS: BORRELLI 2nd Read: 01/14 CON CAL - 02/17 Object: Yes 03/02 - RETAINED			
Rep Caucus: 02/18 Dem Caucus: 02/18								
Comments: 2/20: Last discussed at the LPC meeting on January 24th, staff stated that the bill prohibits local governments from imposing further regulations on industrial hemp sites. The definition of industrial hemp sites, which included growing and processing hemp, led to concerns about the safety of stymying regulations on the potentially volatile and explosive process of extracting CBD from hemp. While staff had advised patience due to a forthcoming amendment to address our concerns, conflict between the hemp and marijuana industries led to the amendment agreement falling apart. The sponsor also continues to threaten to move forward with the bill as originally written. The LPC voted to OPPOSE SB 1019.								
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.								
SB1113	mortgaged property; tax statements; information 1st Read: 01/13 FIN01/22 - DP 8-2-0-0-0-0 RULES01/27 - PFC				SPONSORS: LEACH 1st Read: 02/27 WMNone RULESNone			
2nd Read: 01/14 01/30 - PASSED 30-0-0-0-0-0								
2nd Read: 03/02								
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.								

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			
SB1116	TPT; exemption; public safety equipment 1st Read: 01/13 FIN None APPROP None RULES None					2nd Read: 01/14 			SPONSORS: BORRELLI 		
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 1st Read: 01/16 GOV 02/10 - DPA 6-1-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				02/24 - DPA	2nd Read: 01/21 02/26 - PASSED 16-13-1-0-0-0		SPONSORS: GRAY, FANN 			
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 disagree with an interim determination to file a claim in accordance with the terms of the contract. Update 2/10: Several changes were made from an amendment in committee, it specifies that the change order will be done in accordance with the terms of the construction contract, removes the new definition of construction contract, subcontractor and contractor, eliminated allowing oral agreements, and provided clarity regarding who the subcontractor is requesting payment from – specifies that subcontractor may requests payment from the contractor, not the owner. The bill does still allow for an interim determination, monthly payments based on the costs incurred for change orders, and a claims process for work for the costs of the work if there is a dispute.											
SB1141	detention officers; arrest warrant; custody 1st Read: 01/16 JUD 01/23 - DP 7-0-0-0-0-0 RULES 01/27 - PFC Rep Caucus: 01/28 Dem Caucus: 01/28				CON CAL - 01/27 Object: No	2nd Read: 01/21 01/30 - PASSED 17-13-0-0-0-0		SPONSORS: LIVINGSTON, PRATT 			
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.											

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

SB1204	centrally assessed property; valuation; pipelines 1st Read: 01/22 FIN 01/29 - DPA 7-1-2-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18	02/24 - DPA	2nd Read: 01/23 02/26 - PASSED 22-7-1-0-0-0				SPONSORS: MESNARD, ALLEN S, et al	

Comments: 1/31: 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 (HB 2352) 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.

SB1333	peace officer rights; due process 1st Read: 01/28 TPS 02/12 - DPA 5-0-3-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18	02/24 - DPA	2nd Read: 01/29				SPONSORS: LIVINGSTON	

Comments:

2/20: Staff explained that the Sheriffs are concerned with the bill's prescriptions for internal investigations. The bill requires notice of intent to interview and contains additional language that limits the restriction on questions that arise from an interview. While an amendment to address concerns about the notice of intent is in the works, staff recommended to oppose the bill with the Sheriffs, AACo, and the League. The LPC voted to OPPOSE SB 1333.

Summary: Makes a number of changes to statute involving internal investigations of law enforcement officers. These include (1) requiring the employer to provide the officer with notice of intent to interview, (2) limiting what an employer is allowed to say during an interview, (3) allowing an appeals board/commission hearing officer or judge to take evidence and subpoena witnesses, (4) limiting when the employer can order an officer to submit to a mental or behavioral examination, (5) extends and establishes timelines to the officer's benefit, (6) allows medical examinations to be conducted by professionals rather than only physicians, and (7) specifies that only a licensed psychiatrist/psychologist can make a diagnosis of post-traumatic stress. Removes the requirement that parties in an appeal of a disciplinary action taken against a law enforcement officer act in good faith.

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 1st Read: 01/29 FIN 02/05 - DPA 02/18 - DPA 6-3-1-0-0-0 RULES 02/10 - PFC Rep Caucus: 02/11 Dem Caucus: 02/11				SPONSORS: MESNARD, ALLEN S, et al			
			2nd Read: 01/30 02/19 - PASSED 17-12-1-0-0-0					
Comments: 2/7: Staff explained the bill touches many different taxes, including income tax, property tax and fuel tax. Additionally, staff explained the proposed reduction in the Class 1 assessment ratio causes a shift to other property classes, although the reduction of the state equalization tax rate minimizes this effect. Staff also outlined how this would affect each county's tax collections. The LPC did not take a position on the bill. 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 1st Read: 01/29 JUD None RULES None				SPONSORS: FARNSWORTH D. (16)			
			2nd Read: 01/30					
Comments: 2/7: Staff noted this would create an additional burden on government entities, counties may not be able to determine who would have a potential claim, invites additional claims, and would increase costs. The LPC voted to OPPOSE the bill. 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.								

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
SB1436	TPT; exemption; public safety equipment. 1st Read: 01/29 APPROP None RULES None				SPONSORS: GOWAN			
Comments: 2/7: Staff noted this is an identical bill to SB 1116 the LPC voted to oppose on 1/24. The LPC voted to OPPOSE the bill. 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.								
SB1459	private attorney retention; municipalities; counties 1st Read: 01/30 JUD 02/06 - DP 4-3-0-0-0-0 RULES 02/24 - PFC W/FL Rep Caucus: 02/25 Dem Caucus: 02/25				SPONSORS: LEACH			
Comments: 2/7: Staff noted this limits county authority to enter into a contingency fee contract with a private attorney and that there have been concerns brought up about conflict of interest with the required approval from the Attorney General's Office. The LPC voted to OPPOSE the bill. 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.								
SB1487	caregiver protections; placement provider investigation 1st Read: 02/03 JUD 02/13 - DP 6-0-1-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: FARNSWORTH E. (12), FANN, et al			
Comments: 2/14: Staff explained the bill requires the counties to provide indigent defense to out-of-home placement facilities housing children removed due to possible abuse. Staff stated this is an unfunded mandate. The LPC voted to OPPOSE the bill. Summary: Establishes additional caregiver protections for individuals who are providing out-of-home placement (foster parents / kinship placements) including some of the following: - Providing indigent defense if the child(ren) are removed from their custody because of possible abuse and a preliminary protective hearing. - Eliminates liability for the provider for (1) their own act or omission when acting in the capacity of a parent or (2) any act or omission of the child in their care if the biological, foster, or adoptive child brought into their home has behavioral health needs that pose a risk to the safety and welfare of other family members. - States that a provider that allows a child to participate in an appropriate activity is not civilly liable for any act in omission in allowing the child to participate if it is found that the provider acted according to a reasonable and prudent parenting standard.								

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
SB1498	workers' compensation; physicians; expertise; hearings 1st Read: 02/03 COM 02/20 - DPA 6-2-0-0-0-0 RULES None				SPONSORS: BOYER, CARTER			
Comments: 2/20: Staff explained the bill allows an employee or an employee's designee that is seeking workers' compensation benefits to invite any individual of their choosing to their workers' compensation hearing at the Industrial Commission. Staff explained there are concerns with allowing anybody to sit in on a hearing to determine if a county employee qualifies for additional benefits. The LPC voted to OPPOSE the bill. Summary: The bill has a two key provisions: • Permits the employee (or the employee's estate, surviving spouse, or dependent if the employee is deceased) to bring any person of their choosing to any hearing without prior approval of the Administrative Law Judge and prohibits the Industrial Commission from adopting any rules that in any way restricts the right to bring any person of their choosing to a hearing. • Requires a physician who performs an IME or any physician who testifies at an employee's hearing regarding the employee's condition to have expertise in diagnosing and treating the employee's specific injury.								
SB1509	county officials; district board; salary NOW: county officials; salary 1st Read: 02/03 GOV 02/17 - DP 4-3-0-0-0-0 RULES 03/02 - PFC Rep Caucus: 03/03 Dem Caucus: 03/03				SPONSORS: LIVINGSTON, FARNSWORTH D. (16), et al			
Comments: 2/20: Staff stated that the split position of the Board on this topic made action by individuals preferable. The LPC took no position on this bill. Establishes a flat salary increase of \$12,000 to all county elected officials in A.R.S 11-419 and 12-281 (Attorneys, Assessors, Clerks of Superior Court, Recorders, School Superintendents, Sheriffs, Supervisors, and Treasurers), effective after the next election. Each member of the Maricopa community college district board of a district is required to receive a salary equal to the annual salary of the member of the Legislature. Effective January 1, 2021.								
SB1510	public contracts; payment methods 1st Read: 02/03 GOV 02/17 - DP 6-0-1-0-0-0 RULES 02/24 - PFC				SPONSORS: LIVINGSTON			
CON CAL - 02/24 Object: Yes 02/26 - RETAINED 03/02 - DPA								
Rep Caucus: 02/25 Dem Caucus: 02/25								
Comments: 2/14: Staff explained the bill was held this week in committee pending a potential amendent that may ease the concerns of counties and municipalities. The LPC did not take a position on the bill. Summary: Allows contractor retention, at the option of the contractor, to be placed in money market or demand deposit accounts. Lack of security associated with the accounts. Note: the bill was held in committee pending an amendment. There have been some concerns raised regarding volatility and security associated with these types of accounts.								

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
SB1527	e-liquids; tobacco products; vapor products 1st Read: 02/03 COM None RULES None				SPONSORS: LEACH, ALLEN J, et al			
			2nd Read: 02/04					

Comments: 2/7: Staff noted the bill establishes preemption on the sale and marketing of tobacco, vapor and nicotine products. The LPC voted to OPPOSE the bill.

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

SB1575	property tax exemptions; statutory conformity 1st Read: 02/04 FIN 02/12 - DPA 10-0-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: MESNARD			
		02/27 - DPA	2nd Read: 02/05 03/02 - PASSED 28-0-2-0-0-0					

Comments: 2/14: Staff explained this bill only makes conforming changes that would be necessary with the passage of SCR 1043 from the voters. The LPC voted to SUPPORT the bill.

Summary: Coinciding with SCR 1043, which puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall. This bill merely makes statutory changes necessary to implement SCR 1043, if approved by the voters.

SB1664	civil liability; gun-free zones 1st Read: 02/05 JUD 02/13 - DPA 4-3-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: GOWAN, BORRELLI, et al			
			2nd Read: 02/06					

Comments: 2/7: Staff explained there are significant liability concerns associated with this bill. Counties have no control over court security, but the bill would statutorily assign financial liability to the county general fund, in case of an incident. Also, counties deploy a range of security measures. The bill would remove the ability to mitigate liability. The LPC voted to OPPOSE the bill.

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.

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 1st Read: 02/05 JUD None RULES None				SPONSORS: GOWAN, BORRELLI, et al			
			2nd Read: 02/06					
Comments: 2/7: Staff noted the bill would result in reduced penalties for individuals that carry a firearm in to a public building or an election polling place. The LPC did not take a position on the bill.								
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 place it in temporary secure storage or entering an election polling place on election day carrying a deadly weapon.								
SB1667	fireworks; aerial devices 1st Read: 02/05 COM 02/13 - DPA 7-0-1-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: GOWAN, PAYNE			
		02/24 - DPA	2nd Read: 02/06 02/26 - FAILED 14-15-1-0-0-0					
Comments: 2/14: Staff explained the bill expands the types of fireworks allowed to be used. The LPC voted to OPPOSE the bill.								
Summary: Modifies the definition of permissible consumer fireworks by allowing mine devices and shell devices it also allows multiple-tube aerial devices in counties with 500,00 people or more.								
SCR1043	constitutional property tax exemptions 1st Read: 02/04 FIN 02/12 - DP 10-0-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: MESNARD			
		CON CAL - 02/17 Object: No	2nd Read: 02/05 02/20 - PASSED 25-0-5-0-0-0					
Comments: 2/14: Staff explained the bill reorganizes the constitutional property tax exemptions and reenacts the exemption for disabled veterans which has been unusable since 1989 per the courts. The LPC voted to SUPPORT SCR 1043.								
Summary: Puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall.								
Coincides with SB 1575, which makes necessary statutory changes, enacted conditionally upon the voters approving this SCR.								



County Supervisors ASSOCIATION of arizona

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

(Teleconference Made Available)

County Supervisors Association

1905 West Washington

Phoenix, Arizona

MINUTES

March 6, 2020

Call to Order:	Steve Gallardo	9:00 a.m.
Present In Person:	Steve Gallardo	Maricopa County
Present Telephonically:		
	Ann English	Cochise County
	Liz Archuleta	Coconino County
	Tommie Martin	Gila County
	Jim Palmer	Graham County
	Richard Lunt	Greenlee County
	D. L. Wilson	La Paz County
	Randy Garrison	Yavapai County
	Russell McCloud	Yuma County
Absent:		
	Alton Joe Shepherd	Apache County
	Hildy Angius	Mohave County
	Jason Whiting	Navajo County
	Sharon Bronson	Pima County
	Todd House	Pinal County
	Rudy Molera	Santa Cruz County
Proxies:		
	Duce Minor	La Paz County
	Jason Whiting	Navajo County

Others present telephonically: Glenn Kephart, Phil Bourdon, Brandi Bateman, Angelica Terrazas, Yvonne Ortega

Others present in person: Danny De Hoog, Mark Barnes, Craig Sullivan, Penny Adams, Robin Hillyard, Vanessa Fielder, Michael Madden, Jacob Emnett

President-elect Steve Gallardo welcomed everyone and called the meeting to order. Penny Adams called roll and a quorum was not present. President-elect Gallardo stated roll call would be revisited after the CSA legislative agenda was presented.

CSA Legislative Agenda

- 1) [CSA Legislative Budget Priorities](#). Craig Sullivan reported this week was the first week to hear bills in the opposite chamber. He noted the budget would determine the pace of the session. Craig reported that the House and the Senate came to an agreement on a budget amongst themselves, which would now need to be reviewed by the Governor's office. He noted that CSA heard there were missing items from the Governor's budget in the House/Senate package. He reported that the Department of Juvenile Corrections piece was scored as a one-time item for Maricopa and Pima counties. Craig stated that transportation continues to be ongoing in budget negotiations and CSA continues to push for an infrastructure investment in every county.
- 2) [HB 2899 fuel; electric cars; hybrids; taxes](#). Michael Madden reported that although the bill passed through Rules and Caucus last week, it did not move this week. A teleconference was held this week with the coalition and there could be a possible amendment on this into a Senator Mesnard bill to get it into the tax package. Michael advised that Arizona Capitol Times will be hosting a Morning Scoop next Tuesday on road funding in Arizona. He stated that CSA and the League of

Arizona Cities and Towns would be participating in a press conference later that day with the Road Info Program on statistics in Arizona.

- 3) [HB 2478 rural counties; transient lodging tax.](#)
- 4) [HB 2479 juvenile dependency; state aid; appropriation.](#) Robin Hillyard reported this bill passed through to the Senate.
- 5) [HB 2551 appropriation; heritage fund.](#) Robin reported this bill passed through to the Senate.
- 6) [HB 2581 dangerous; incompetent person; evaluation; commitment.](#) Robin reported this bill passed through to the Senate.
- 7) Short-term rental regulation
 - a. [HB 2875 regulation; short-term rentals.](#) Robin reported the bill failed on the floor yesterday.
 - b. [SB 1554 short-term rental enforcement; penalties.](#) Robin reported there are negotiations between the Governor, Airbnb, and the League, on possible amendments.
- 8) [SB 1280 pensions; unfunded liability; expenditure limits.](#)
- 9) [SB 1303 annexation of territory; requirements.](#) Robin reported the bill passed through to the House on Monday.
- 10) [SB 1335 tourism marketing authorities.](#) Robin reported the bill passed through to the House yesterday.
- 11) [SB 1490 short-term rental properties; classification.](#) Robin reported the bill is currently stalled with a possible amendment forthcoming.

Legislative Bills For Discussion

President-elect Gallardo revisited attendance; a few more members had joined, but a quorum was still not present. President-elect Gallardo reported that because a quorum was not present, the LPC would not be taking a position on the following bills.

- 1) [HB 2058 delinquent property tax; interest; waiver.](#) Robin Hillyard reported CSA would recommend opposing this bill until it was satisfactorily amended to include the requirement of the board of supervisors' approval. Discussion occurred.
- 2) [HB 2316 NOW: mental disorder; considerations; involuntary treatment.](#) Robin reported receiving feedback from the counties expressing concerns on the bill, as written.
- 3) [HB 2389 public nuisance; noise; evidence.](#) Robin reported the League, AACo, and the chiefs of police are opposed to this bill due to concerns about the recording devices. Discussion occurred.
- 4) [HB 2453 DHS; exemption; certain foods; wineries.](#) Robin reported the county public health people expressed concerns with this bill and that CSA has been working with them on a possible amendment. Discussion followed.
- 5) [HB 2739 liquor omnibus.](#) Robin reported the bill has been amended and passed through the Senate. CSA will continue to work with the public health folks to address concerns.
- 6) [SB 1531 technical correction; mandatory vehicle insurance.](#) Michael Madden reported that this striker is the third iteration of this issue. He stated that the Joint Legislative Budget Committee fiscal note estimates this would cost the counties \$80,000 annually. Discussion followed.

Other Legislative Issues

Supervisor Liz Archuleta stated she would follow up with CSA staff on HB 2316 to get more information because Coconino County is considering taking a position to monitor or support it. Craig Sullivan provided Supervisor Richard Lunt with the status of SB 1280 and stated the bill won't be moving forward in the process because of the Arizona Tax Research Association's opposition. Michael Madden provided Supervisor Russell McCloud with the status of HB 2445 and stated a meeting is scheduled for Monday morning with the bill sponsor, CSA, and county treasurers to address concerns. He thanked county supervisors for their advocacy, which helped get the bill pulled from the Third Read agenda.

Next Meeting Date and Time

President-elect Steve Gallardo stated that the next meeting will be held on Friday, March 13, at 9:00 a.m. He thanked everyone for their participation.

Other Business and Adjournment

There being no further business, President-elect Steve Gallardo adjourned the meeting at 9:41 a.m.

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
HB2350	counties; committed youth contributions; repeal 1st Read: 02/24 GOV None RULES None		2nd Read: 02/25		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	02/06 - DP	SPONSORS: TOMA, BOLICK, et al 2nd Read: 01/22 02/10 - PASSED 60-0-0-0-0-0	
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				1st Read: 01/29 JUD 02/19 - DP 10-0-0-0-0-0 APPROP 02/24 - DP 10-1-0-0-0-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27	03/05 - DP	SPONSORS: BIASIUCCI, ALLEN J 2nd Read: 01/30 03/05 - PASSED 56-4-0-0-0-0	
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.								

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 JUD 02/19 - DPA 6-4-0-0-0-0 RULES 02/24 - C&P 8-0-0-0-0-0	02/26 - RET ON CAL 03/03 - RET ON CAL 03/04 - RET ON CAL 03/05 - DPA	2nd Read: 01/28 03/05 - PASSED 55-5-0-0-0-0	
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.					Maj Caucus: 02/24 Min Caucus: 02/24			
HB2875	regulation; short-term rentals				SPONSORS: KAVANAGH, ANDRADE, et al			
					1st Read: 02/12 GOV 02/20 - DPA 7-3-0-1-0-0 RULES 02/27 - C&P 7-0-0-0-1-0	03/04 - DPA	2nd Read: 02/13 03/05 - FAILED 25-35-0-0-0-0	
Comments: Summary: Modifies the list of regulations that counties and municipalities are authorized to impose on vacation rentals or short-terms rentals including: requiring contact information for the owner of the rental to be posted on the front door or in another location on the property that is visible and accessible to the public; restricting the maximum number of adult occupants allowed on the property at one time; requiring the installation of safety and monitoring equipment that monitors and detects noise and notifies the owner if noise is unreasonable or in violation of a noise ordinance; prohibiting smoking outside within 100 feet of a residential structure; restricting occupants from checking in without the presence of the owner or the owner's designee; and prohibiting occupants from parking on public or private streets if on-property parking is available.					Maj Caucus: 02/27 Min Caucus: 02/27			

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
HB2899	fuel; electric cars; hybrids; taxes				SPONSORS: CAMPBELL, BOWERS, et al			
					1st Read: 02/12		2nd Read: 02/13	
					TRANS 02/19 - DPA 6-0-0-0-3-0			
					RULES 02/27 - C&P 7-0-0-0-1-0			
					Maj Caucus: 02/27 Min Caucus: 02/27			
Comments: 2/14: Staff explained the bill increases the gas tax and establishes parity between alternative fuel vehicles and traditional vehicles. The LPC noted concerns with having to consult with the State Transportation Board on a 20-year plan.								
Summary: Establishes per gallon taxes for motor vehicle fuel in FYs 2020-2024 by specified amounts and ties later increases to inflation. Establishes per gallon equivalent taxes for natural gas and propane in the same timeframe. Establishes an electricity per kilowatt tax. Establishes a yearly tax for electricity-only and hybrid vehicles, specifying the tax amount from FY 2020 to FY 2023. In following years, states that the tax will be tied to GDP. Establishes the Arizona road use account, specifies that the account is to be funded by the yearly taxes imposed by the bill, and states that the account is intended to be used only on maintaining streets, roads and highways. Prohibits the account from funding most law enforcement activities, the economic strength project fund, and highway patrol costs. Specifies that the account be distributed in the same way as HURF. Requires the state transportation board - in consultation with county and municipal governments and regional transportation planning agencies - to develop a comprehensive plan for use of the Arizona road use fund. Requires this plan to be updated at least once every five years for usage over the next twenty years. Specifies retail standards for how compressed/liquefied natural gas must be dispensed.								
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 02/17 - DP 7-0-0-0-0-0	CON CAL - 02/24 Object: Yes	03/02 - PASSED					
	RULES 02/24 - PFC	02/27 - DPA	29-0-1-0-0-0					
	Rep Caucus: 02/25 Dem Caucus: 02/25							
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.								

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 1st Read: 01/28 COM 02/11 - W/D FIN 02/19 - DPA 8-0-2-0-0-0 RULES 02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25	03/04 - DPA	2nd Read: 01/29 03/05 - PASSED 25-4-1-0-0-0					SPONSORS: PACE, BOWIE
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.								
SB1350	state parks; lottery; heritage fund 1st Read: 01/28 APPROP 02/25 - DPA 8-1-0-0-0-0 RULES 03/02 - PFC Rep Caucus: 03/03 Dem Caucus: 03/03	03/04 - DPA	2nd Read: 01/29 03/05 - PASSED 29-0-1-0-0-0					SPONSORS: BROPHY MCGEE, BOWIE
Comments: Appropriates \$1 million from the State Lottery Revenue Bond Debt Service Fund to the Arizona State Parks Board Heritage Fund annually, when sufficient monies are available.								
SB1490	short-term rental properties; classification 1st Read: 02/03 FIN 02/12 - DPA 8-2-0-0-0-0 RULES 02/17 - PFCA Rep Caucus: 02/18 Dem Caucus: 02/18	02/27 - RETAINED 03/05 - RETAINED	2nd Read: 02/04					SPONSORS: MESNARD
Comments: 2/7: Staff noted the bill will be up in committee next week.								
Establishes a clear definition of commercial activity for property tax classification for short term vacation rentals.								

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
SB1554	short-term rental enforcement; penalties 1st Read: 02/04 COM 02/20 - DPA 5-3-0-0-0-0 RULES 02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25		2nd Read: 02/05					SPONSORS: BROPHY MCGEE, BOWIE, et al
Comments: Summary: Specifies if a vacation rental or short-term rental is not a person's primary or secondary residence or is owned or operated by a corporate entity, and a majority homeowner is not on the premises of the vacation rental or short-term rental for the duration of the rental, the property cannot be rented more than one time in a 30-day period unless a county or municipality adopts an ordinance allowing the owner to rent more frequently in a 30-day period. Vacation rentals and short-term rentals cannot advertise to exceed the occupancy limit of the dwelling or for any nonresidential use. An online lodging operator that falsifies information to an online lodging marketplace is guilty of a petty offense. Other penalties for violations are modified.								

LPC Bills Reviewed March 6, 2020

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes

HB2058	delinquent property tax; interest; waiver				SPONSORS: KAVANAGH			
	1st Read: 02/24				2nd Read: 01/16			
	FIN None RULES None				WM 01/22 - DP 10-0-0-0-0-0 RULES 02/03 - C&P 8-0-0-0-0-0			
					02/11 - DP 02/11 - PASSED 59-0-1-0-0-0 Maj Caucus: 02/04 Min Caucus: 02/04			

Comments: 3/6: Staff noted the bill allows the Treasurer to waive interest and penalties without the Board's input. Staff also explained they are trying to amend it to require approval by the Board. Staff recommended the opposing the bill. No action was taken on the bill due to a lack of quorum.

Summary: Allows a county treasurer to waive interest accrued on delinquent taxes during a one-year period after a property's mortgage or deed of trust is satisfied or otherwise released. Specifies that the county treasurer's waiver can also apply to any other penalties. Limits the waiver to once per property per owner.

HB2316	technical correction; health services; fees				SPONSORS: BARTO			
	NOW: mental disorder; considerations; involuntary treatment							
	1st Read: 03/02		2nd Read: 03/03		1st Read: 02/17		2nd Read: 02/18	
	HHS None				HHS 02/20 - DPA/SE		02/27 - DPA	
	RULES None				9-0-0-0-0-0		02/27 - PASSED	
					RULES 02/25 - C&P		60-0-0-0-0-0	
					7-0-0-0-1-0			
					Maj Caucus: 02/25			
					Min Caucus: 02/25			

Comments: 3/6: Staff explained the bill complicates the process and that no stakeholder input was accepted. The bill also does not allow enough time to evaluate an individual's mental health status. Staff recommended the LPC oppose the bill. No action was taken on the bill due to a lack of quorum.

Summary: Modifies the definition of mental disorder for consideration for an evaluation and involuntary commitment to include (1) Individuals that present with impairments consistent with both a mental disorder and substance disorder (detoxification, and examination, and review of history), (2) Individuals with an intellectual disability will qualify if they have a mental disorder that would benefit from treatment, (3) Individual with a character or personality disorder including sexual behaviors that are abnormal and statutorily prohibited may be considered if the persona has a mental disorder that would benefit from treatment.

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

HB2389	public nuisance; noise; evidence 1st Read: 03/03		2nd Read: 03/04		1st Read: 01/23		2nd Read: 01/27	SPONSORS: TOWNSEND
	JUD None RULES None				RA 02/03 - DP 5-1-0-1-0-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/25 - RET ON CAL 03/02 - DPA	03/02 - PASSED 31-25-4-0-0-0	

Comments: 3/6: Staff explained there are concerns about the cost of purchasing new equipment and the feasibility of being able to capture all noises being made by someone who is being a public nuisance. Staff recommended the LPC oppose the bill. No action was taken on the bill due to a lack of quorum.

Summary: Requires noise-related public nuisance prosecutions to include "an accurate recording and measurement of the noise by a peace officer or code enforcement officer." Specifies how the measurement must be taken.

HB2453	DHS; exemption; certain foods; wineries 1st Read: 02/24		2nd Read: 02/25		1st Read: 01/29		2nd Read: 01/30	SPONSORS: GRIFFIN
	HHS None RULES None				COM 02/11 - DPA 8-0-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	02/20 - DPA	02/20 - PASSED 60-0-0-0-0-0	

Comments: 3/6: Staff noted the bill exempts wineries or beer or liquor producers that offer tastings from ADHS food safety rules. Staff explained there are concerns about the health and safety of customers, but that an amendment is being worked on. Staff recommended the LPC oppose the bill. No action was taken on the bill due to a lack of quorum.

Summary: Exempts liquor, wine, or beer that is produced on the premises and commercially prepackaged food commercially prepackaged food served on premises from ADHS food safety rules.

HB2739	liquor omnibus 1st Read: 03/02		2nd Read: 03/03		1st Read: 02/04		2nd Read: 02/05	SPONSORS: WENINGER
	COM None RULES None				COM 02/11 - DPA 7-1-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	02/26 - DPA	02/26 - PASSED 57-2-1-0-0-0	

Comments: 3/6: Staff explained the liquor omnibus originally exempted all beer, wine and liquor from the food code. That provision has since been removed after concerns were stated. Staff also noted the alcohol producers have concerns about their amount of regulation and that the sides are considering options.

Summary: The bill increases sampling side from 12 to 16 ounces of beer and the amount a craft distiller may produce from 1,189 gallons to 3,566 gallons. The bill allows a retailer to purchase from a craft distiller and allows a producer or wholesaler's representative at a special event to consume small amounts of product for the purpose of quality control. Allows a person under the legal drinking age into an area on the licensed premise if accompanied by a grandparent, spouse, parent, legal guardian of legal drinking instead of an adult. Specifies that a retailer cannot be charged for overserving if a customer pours their own drink without the licensee's notice. The exemption for alcoholic beverages from the health code has been removed in the House Engrossed Version of the bill.

Senate Information					House Information			
Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1531	technical correction; mandatory vehicle insurance 1st Read: 02/04 TPS 02/19 - W/D APPROP 02/25 - DPA/SE 9-0-0-0-0-0 RULES None		2nd Read: 02/05					

SPONSORS: LIVINGSTON

Comments: 3/6 Staff explained this is the third iteration of this bill this session and that the bill language had been significantly dialed back from the first bill ([HB 2469](#)). Supervisors questioned the need for this legislation and discussed continuing to monitor the bill while maintaining the original position of opposition taken on HB 2469.

Summary: Specifies that the surviving spouse of a law enforcement officer killed in the line of duty will receive specific death benefits (66% of the deceased's average monthly wage) until their death, even in the case of remarriage. Adds that a surviving spouse/dependent of a CORP/PSPRS member is eligible to receive payment for the deceased member's unused sick leave.

Running LPC/Board 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

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
NOW: penalties; civil traffic violation

SPONSORS: BIASIUCCI, BLACKMAN, et al

1st Read: 02/24

2nd Read: 02/25

1st Read: 01/13

2nd Read: 01/16

TPS 03/04 - DP
5-3-0-0-0-0
JUD 03/05 - W/D
RULES None

JUD 02/05 - DPA/SE
6-4-0-0-0-0
RULES 02/10 - C&P
5-3-0-0-0-0

02/17 - DPA

02/17 - PASSED
33-27-0-0-0-0

Maj Caucus: 02/11
Min Caucus: 02/11

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.

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

HB2065 recorder; recording fees; lien fees

SPONSORS: KAVANAGH

1st Read: 01/29

GOV 02/13 - DP
8-2-0-1-0-0

02/27 - RET ON
CAL

2nd Read: 01/30

03/04 - FAILED

RULES 02/24 - C&P
8-0-0-0-0-0

03/03 - DPA

8-52-0-0-0-0

Maj Caucus: 02/24

Min Caucus: 02/24

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. As amended the bill also establishes a study committee on the maintenance and retention of records to review statutory requirements for recording and maintaining public records.

HB2084 international boundary wall; building permits

1st Read: 02/24

2nd Read: 02/25

GOV 03/02 - HELD
RULES None

1st Read: 01/13

FR 01/22 - DPA
4-3-0-0-0-0

01/30 - DPA

SPONSORS: PETERSEN, BARTO, et al

2nd Read: 01/16

RULES 01/27 - C&P
7-0-0-0-1-0

02/06 - PASSED

31-29-0-0-0-0

Maj Caucus: 01/28

Min Caucus: 01/28

Comments: 1/31: Staff explained counties have voiced safety and liability concerns with the bill. We are working on an amendment that will keep the permitting process in place with passage of the bill. The LPC did not take a position on the bill.

Summary: Prevents a city, town, or county from requiring a property owner to obtain a construction/building permit if (1) the permit is for an international boundary wall, (2) the wall will be build adjacent to the international boundary line, and (3) the owner has provided written consent for the construction.

HB2099 property tax; mobile homes; delinquency

1st Read: 02/24

2nd Read: 02/25

FIN 03/04 - DP
10-0-0-0-0-0

RULES None

1st Read: 01/13

WM 01/29 - DPA
10-0-0-0-0-0

02/10 - DPA

2nd Read: 01/16

02/11 - PASSED

RULES 02/03 - C&P
8-0-0-0-0-0

59-0-1-0-0-0

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.

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

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

1st Read: 02/06

2nd Read: 02/10

WM None**RULES** None

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.

HB2151 mobile homes; taxation; delinquency

SPONSORS: THORPE

1st Read: 02/06

2nd Read: 02/10

WM 02/19 - DP
8-2-0-0-0-002/25 - RET ON
CAL**RULES** 02/24 - C&P
8-0-0-0-0-0

02/27 - DPA

Maj Caucus: 02/24

Min Caucus: 02/24

Comments: 2/20: Staff explained the bill transfers oversight of the sale of delinquent mobile homes from the county sheriff to the county Treasurer. Staff noted the county treasurers are largely opposed and that county sheriffs were assigned this duty because sheriffs are responsible for taking possession of personal property for safety concerns. The Board voted to OPPOSE the bill.

Summary: Specifies that county treasurers are responsible for selling mobile homes (1) not on real property tax rolls, (2) without an affidavit of affixture, and (3) delinquent on their taxes, at auction, a responsibility that was previously the county sheriff's. Grants other county sheriff responsibilities to the treasurer, including providing notice for the auction and redeeming the property on payment of tax. Allows the treasurer to enter into a "payment plan" with the treasurer or provide partial payment of the delinquent taxes to secure redemption. Allows the county treasurer to issue a tax bill warrant for such a home at least two years after the tax has become delinquent. Prohibits a county sheriff from seizing a mobile home that was sold after the taxes had become delinquent, but allows collection of delinquent taxes from the original owner. Requires the county treasurer to send owners of delinquent property yearly notices of their delinquency.

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
HB2227	criminal justice commission; data collection				SPONSORS: ALLEN J			
					1st Read: 01/21		2nd Read: 01/22	
					JUD 01/29 - DISC/HELD			
					RULES None			
Comments: 1/31: Staff explained this bill was brought forward by ACJC. Staff noted there may be concerns that there could be costs associated with collected new data that is not currently collected, but that stakeholders are working on a amendment. The LPC did not take a position on the bill.								
Summary: Requires criminal justice agencies to submit data to the Arizona Criminal Justice Commission unless they are prohibited by law or collection imposes a significant burden or cost.								
HB2231	Arizona criminal justice commission; members				SPONSORS: ALLEN J			
					1st Read: 01/21		2nd Read: 01/22	
					JUD 02/05 - HELD			
					RULES None			
Comments: 1/31: Staff explained that ACJC has recently voted to expand their membership and that this is just formalizing that action. The LPC did not take a position on the bill.								
Summary: Adds one public defender and one victim advocate to the Arizona Criminal Justice Commission, appointed by the Governor.								
HB2235	record of proceedings; certified reporter				SPONSORS: ALLEN J			
					1st Read: 01/28		2nd Read: 01/29	
					JUD 02/19 - DPA	02/25 - RET ON	03/04 - FAILED	
					6-4-0-0-0-0	CAL		
					RULES 02/24 - C&P		30-30-0-0-0-0	
					8-0-0-0-0-0	03/03 - DPA		
					Maj Caucus: 02/24			
					Min Caucus: 02/24			
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.								
HB2249	personal representatives; funeral directors; prohibition				SPONSORS: BOLICK			
	1st Read: 02/24		2nd Read: 02/25		1st Read: 01/21		2nd Read: 01/22	
	COM 03/05 - DP				RA 01/27 - DPA	02/10 - DPA	02/11 - PASSED	
	7-1-0-0-0-0				7-0-0-0-0-0			
	RULES None				RULES 02/03 - C&P		59-0-1-0-0-0	
					8-0-0-0-0-0			
					Maj Caucus: 02/04			
					Min Caucus: 02/04			
Comments: 2/7: Staff explained there are limited concerns over the impact because it could move more work to the public fiduciaries office. The LPC did not take a position on the bill.								
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.								

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
HB2293	renewable energy storage equipment; valuation 1st Read: 02/24 FIN None RULES None		2nd Read: 02/25		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	02/11 - RET ON CAL 02/17 - DP	SPONSORS: DUNN, COBB 2nd Read: 01/27 02/17 - PASSED 49-11-0-0-0-0	

Comments: 2/7: Staff explained the bill has an unknown fiscal impact because the energy storage industry does not yet exist in Arizona, but it could potentially reduce revenues in the future. The LPC did not take a position on the bill.

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 1st Read: 03/02 GOV None RULES None		2nd Read: 03/03		1st Read: 01/23 RA 02/03 - DPA 4-3-0-0-0-0 RULES 02/10 - C&P 5-3-0-0-0-0 Maj Caucus: 02/11 Min Caucus: 02/11	02/17 - RET ON CAL 02/26 - DPA	SPONSORS: GRANTHAM 2nd Read: 01/27 02/26 - PASSED 31-29-0-0-0-0	

Comments: 2/7: Staff explained based on the feedback received counties generally only require sprinklers in new building project or in a change of property use, but there was some concern over fire safety that was expressed. The LPC did not take a position.

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.

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. 1st Read: 03/03 FIN None RULES None		2nd Read: 03/04		1st Read: 01/21 WM 02/19 - DPA 6-3-0-0-1-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/26 - DPA	SPONSORS: TOMA, BOLICK, et al 2nd Read: 01/22 03/02 - PASSED 31-25-4-0-0-0	
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.								
HB2386	county free library districts; programs 1st Read: 02/27 GOV None RULES None		2nd Read: 03/02		1st Read: 01/23 GOV 02/06 - DP 11-0-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	SPONSORS: UDALL, CAMPBELL, et al 2nd Read: 01/27 02/25 - PASSED 60-0-0-0-0-0	
Comments: 2/7: Staff explained there is concern that authorizing library districts to provide funding for these programs creates an expectation that the library will do so, without any funding. Staff also explained they will be meeting with stakeholders shortly to reach a consensus. The LPC did not take a position on the bill. 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				1st Read: 01/27 WM 02/12 - DP 6-4-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	2nd Read: 01/28	SPONSORS: COBB
Comments: 2/7: Staff noted that the bill was held in committee. 1/31: Staff noted that we are waiting to hear more about the economic impact this could have on rural counties.								

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes

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 1st Read: 03/02 TPS None APPROP None RULES None		2nd Read: 03/03		1st Read: 01/29 TRANS 02/05 - DP 5-4-0-0-0-0 APPROP 02/12 - DP 6-4-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	02/24 - DP	SPONSORS: BIASIUCCI, BLACKMAN, et al 2nd Read: 01/30 02/26 - PASSED 36-23-1-0-0-0	

Comments: 2/7: Staff noted that repealing the highway safety fee earlier and is expected to be a part of the budget negotiations. The LPC did not take a position on the bill.

Summary: Repeals the highway safety fee.

HB2445	right to redeem; lien; sale				1st Read: 02/06 WM 02/19 - DP 5-4-0-0-1-0 RULES 02/27 - C&P 7-0-0-0-1-0 Maj Caucus: 02/27 Min Caucus: 02/27	03/03 - DP	2nd Read: 02/10 SPONSORS: KERN	

Comments: 2/7: Staff explained the bill removes BOS authorities and transfers them to the county treasurer. The bill also increases costs for counties and will lead to reduced interest in tax lien investment. The LPC voted to OPPOSE the bill.

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.

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
HB2468	law enforcement; prosecution; grants; acceptance				SPONSORS: PAYNE			
					1st Read: 01/28		2nd Read: 01/29	
					PS 02/05 - DISC/HELD			
					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 02/12 - DPA 7-0-0-0-0-0			
					RULES 02/17 - C&P 8-0-0-0-0-0			
					Maj Caucus: 02/18			
					Min Caucus: 02/18			
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.								
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.								

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
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 1st Read: 03/05				SPONSORS: TOMA, COOK, et al			
	FIN None RULES None				1st Read: 01/29 WM 02/12 - DP 10-0-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18			
					02/26 - RET ON CAL 03/03 - DPA 2nd Read: 01/30 03/04 - PASSED 53-7-0-0-0-0			
	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.							
HB2496	agricultural property classification; guest ranches				SPONSORS: DUNN, BIASIUCCI, et al			
					1st Read: 01/29 WM 02/12 - DPA 9-1-0-0-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18			
					03/05 - DPA 2nd Read: 01/30 03/05 - PASSED 45-15-0-0-0-0			
	Comments: 2/14: Staff noted the Assessors Assn. has opposed the bill but that CSA is waiting on further feedback from the counties. The LPC did not take a position on the bill.							
	Summary: Allows guest ranches to be classified as agricultural real property for the purposes of property taxation (Moves from 18% class 1 to a 15% class 2). Requires that the guest ranch owner record a deed restriction on the property for ten years and specifies penalties for deviation. Outlines requirements for what constitutes a guest ranch including providing recreational activities, having a supervised horse program and providing three meals a day. This bill is retroactive to tax years beginning from December 31, 2019.							

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
HB2589	land divisions; county regulation; surveys 1st Read: 03/02 GOV None RULES None		2nd Read: 03/03		1st Read: 01/27 LAG 02/13 - DPA 4-2-0-0-1-0 RULES 02/24 - C&P 8-0-0-0-0-0 Maj Caucus: 02/24 Min Caucus: 02/24	02/25 - RET ON CAL 02/26 - DPA	SPONSORS: GRIFFIN, DUNN, et al 2nd Read: 01/28 02/26 - PASSED 31-28-1-0-0-0	
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.								
HB2608	overdose; disease prevention; programs 1st Read: 03/05 HHS None RULES None				1st Read: 01/28 HHS 02/06 - DP 8-0-0-1-0-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	SPONSORS: RIVERO 2nd Read: 01/29 03/04 - PASSED 50-10-0-0-0-0	
Comments: 2/7: Staff explained the bill noting that the county public health professionals have been supportive of in the past. The LPC did not take a position on the bill.								
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 possession 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 notwithstanding by 13-3401-61, which covers drug offenses.								
HB2616	noxious weeds; government projects 1st Read: 02/24 NRE 03/04 - DP 7-0-0-0-0-0 RULES None		2nd Read: 02/25		1st Read: 01/30 NREW 02/04 - DP 11-1-0-0-1-0 RULES 02/10 - C&P 8-0-0-0-0-0 Maj Caucus: 02/11 Min Caucus: 02/11	CON CAL - 02/10 Object: No	SPONSORS: GRIFFIN 2nd Read: 02/03 02/19 - PASSED 60-0-0-0-0-0	
Comments: 2/7: Staff noted that there have not been concerns on this bill since the language is permissive and the language described is already widely practiced. The LPC did not take a position on the bill, but directed staff to ensure there are no federal impacts from this legislation.								
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.								

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
HB2631	PSPRS; local boards; duties; consolidation 1st Read: 02/27 FIN 03/04 - DP 10-0-0-0-0-0 RULES None		2nd Read: 03/02		1st Read: 01/28 GOV 01/30 - DP 10-0-0-0-1-0 RULES 02/17 - C&P 8-0-0-0-0-0 Maj Caucus: 02/18 Min Caucus: 02/18	CON CAL - 02/17 Object: No	SPONSORS: BLACKMAN 2nd Read: 01/29 02/25 - PASSED 60-0-0-0-0-0	
Comments: 1/31: Staff noted this is a step in the right direction to improving PSPRS, with support from the unions and the League of Cities and Towns. The LPC did not take a position on the bill.								
Summary: Modifies the PSPRS local boards including establishing a uniform process for reviewing applications, requires independent legal to be obtained, and requires member training within 180 days of appointment.								
HB2717	treasurer; pension prefunding; investment accounts 1st Read: 03/02 FIN None RULES None		2nd Read: 03/03		1st Read: 02/04 GOV 02/13 - DPA 11-0-0-0-0-0 RULES 02/25 - C&P 7-0-0-0-1-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/27 - DPA	SPONSORS: KAVANAGH 2nd Read: 02/05 02/27 - PASSED 60-0-0-0-0-0	
Comments: 2/7: Staff noted it is another tool in the toolbox, but does not exclude the money from the expenditure limit. The LPC did not take position on the bill.								
Summary: Authorizes the State Treasurer to invest and reinvest pension prefunding plan monies in equity securities for pension prefunding plan investment accounts.								
HB2761	property value determination; modifications; verification				1st Read: 02/04 WM 02/12 - DP 8-1-0-1-0-0 RULES None		SPONSORS: SHAH, FILLMORE, et al 2nd Read: 02/05	
Comments: 2/14: Staff explained this would be burdensome for assessors and that it would utilize more staff time and wages than necessary. The LPC voted to OPPOSE the bill.								
Summary: Prohibits the county assessor from establishing limited property value on the basis of construction, destruction, or demolition by using aerial surveillance photography. Specifies that the county assessor must physically inspect and verify the total value of the modification before assessing limited property value.								

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
HB2812	community facilities districts; viticulture 1st Read: 03/02 FIN None RULES None				SPONSORS: PIERCE 1st Read: 02/11 WM 02/19 - DP 8-2-0-0-0-0 RULES 02/25 - C&P 7-0-0-0-1-0 Maj Caucus: 02/25 Min Caucus: 02/25			
			2nd Read: 03/03			CON CAL - 02/25 Object: No	2nd Read: 02/12 02/27 - PASSED 39-21-0-0-0-0	
Comments: 2/20: Staff explained the bill allows revenues collected through a community facilities district to be expended on a watering system for viticultural purposes. The LPC did not take a position on the bill.								
Summary: Adds water systems for viticulture to the definition of "public infrastructure," resulting in viticulture water systems being deemed a "beneficial use" and allowing community facilities districts to enter into contracts and expend monies on them.								
HB2877	e-liquids; vapor products; tobacco products				SPONSORS: ALLEN J 1st Read: 02/12 COM 02/18 - W/D JUD None RULES None			
							2nd Read: 02/13	
Comments: 2/14: Staff noted the bill preempts county and municipal governments from regulating the sale and marketing of tobacco and vape products. This could affect county smoke-free areas and vending machine locations. The LPC voted to OPPOSE HB 2877.								
Summary: Codifies the federal government's raising of the tobacco minimum sales age from 18 to 21 in Arizona law. Preempts regulation of tobacco products, alternative nicotine products, e-liquids, and vapor products by cities, towns, and counties. Establishes a state license under the Board of liquor license and control. Establishes requirements for selling these products, procedures for revocation, suspension and appeals.								

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
HB2899	fuel; electric cars; hybrids; taxes				SPONSORS: CAMPBELL, BOWERS, et al			
					1st Read: 02/12		2nd Read: 02/13	
					TRANS 02/19 - DPA 6-0-0-0-3-0			
					RULES 02/27 - C&P 7-0-0-0-1-0			
					Maj Caucus: 02/27			
					Min Caucus: 02/27			
Comments: 2/14: Staff explained the bill increases the gas tax and establishes parity between alternative fuel vehicles and traditional vehicles. The LPC noted concerns with having to consult with the State Transportation Board on a 20-year plan.								
Summary: Establishes per gallon taxes for motor vehicle fuel in FYs 2020-2024 by specified amounts and ties later increases to inflation. Establishes per gallon equivalent taxes for natural gas and propane in the same timeframe. Establishes an electricity per kilowatt tax. Establishes a yearly tax for electricity-only and hybrid vehicles, specifying the tax amount from FY 2020 to FY 2023. In following years, states that the tax will be tied to GDP. Establishes the Arizona road use account, specifies that the account is to be funded by the yearly taxes imposed by the bill, and states that the account is intended to be used only on maintaining streets, roads and highways. Prohibits the account from funding most law enforcement activities, the economic strength project fund, and highway patrol costs. Specifies that the account be distributed in the same way as HURF. Requires the state transportation board - in consultation with county and municipal governments and regional transportation planning agencies - to develop a comprehensive plan for use of the Arizona road use fund. Requires this plan to be updated at least once every five years for usage over the next twenty years. Specifies retail standards for how compressed/liquefied natural gas must be dispensed.								
SB1014	election procedures manual; rulemaking; GRRRC				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.								

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
SB1019	prohibition; regulation; industrial hemp sites 1st Read: 01/13 GOV 02/03 - DP 6-1-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18 Comments: 2/20: Last discussed at the LPC meeting on January 24th, staff stated that the bill prohibits local governments from imposing further regulations on industrial hemp sites. The definition of industrial hemp sites, which included growing and processing hemp, led to concerns about the safety of stymying regulations on the potentially volatile and explosive process of extracting CBD from hemp. While staff had advised patience due to a forthcoming amendment to address our concerns, conflict between the hemp and marijuana industries led to the amendment agreement falling apart. The sponsor also continues to threaten to move forward with the bill as originally written. The LPC voted to OPPOSE SB 1019. 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.	CON CAL - 02/17 Object: Yes 03/02 - RETAINED	2nd Read: 01/14				SPONSORS: BORRELLI	
SB1113	mortgaged property; tax statements; information 1st Read: 01/13 FIN 01/22 - DP 8-2-0-0-0-0 RULES 01/27 - PFC 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.	CON CAL - 01/27 Object: No	2nd Read: 01/14 01/30 - PASSED 30-0-0-0-0-0		1st Read: 02/27 WM 03/04 - DP 10-0-0-0-0-0 RULES None		2nd Read: 03/02	SPONSORS: LEACH
SB1116	TPT; exemption; public safety equipment 1st Read: 01/13 FIN None APPROP None RULES None		2nd Read: 01/14					SPONSORS: BORRELLI
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.								

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

SB1133	public works; contracts; payment				SPONSORS: GRAY, FANN			
	1st Read: 01/16				2nd Read: 03/05			
	GOV 02/10 - DPA 6-1-0-0-0-0	02/24 - DPA	02/26 - PASSED		COM None			
	RULES 02/17 - PFC		16-13-1-0-0-0		RULES None			
	Rep Caucus: 02/18 Dem Caucus: 02/18							

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 disagree with an interim determination to file a claim in accordance with the terms of the contract.

Update 2/10: Several changes were made from an amendment in committee, it specifies that the change order will be done in accordance with the terms of the construction contract, removes the new definition of construction contract, subcontractor and contractor, eliminated allowing oral agreements, and provided clarity regarding who the subcontractor is requesting payment from – specifies that subcontractor may requests payment from the contractor, not the owner. The bill does still allow for an interim determination, monthly payments based on the costs incurred for change orders, and a claims process for work for the costs of the work if there is a dispute.

SB1141	detention officers; arrest warrant; custody				SPONSORS: LIVINGSTON, PRATT			
	1st Read: 01/16				2nd Read: 03/05			
	JUD 01/23 - DP 7-0-0-0-0-0	CON CAL - 01/27 Object: No	01/30 - PASSED		PS None			
	RULES 01/27 - PFC		17-13-0-0-0-0		RULES None			
	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.

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
SB1204	centrally assessed property; valuation; pipelines 1st Read: 01/22 FIN 01/29 - DPA 7-1-2-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: MESNARD, ALLEN S, et al			
		02/24 - DPA	2nd Read: 01/23 02/26 - PASSED 22-7-1-0-0-0					
Comments: 1/31: 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 (HB 2352) 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.								
SB1333	peace officer rights; due process 1st Read: 01/28 TPS 02/12 - DPA 5-0-3-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: LIVINGSTON			
		02/24 - DPA	2nd Read: 01/29 03/04 - FAILED 12-17-1-0-0-0					
Comments: 2/20: Staff explained that the Sheriffs are concerned with the bill's prescriptions for internal investigations. The bill requires notice of intent to interview and contains additional language that limits the restriction on questions that arise from an interview. While an amendment to address concerns about the notice of intent is in the works, staff recommended to oppose the bill with the Sheriffs, AACo, and the League. The LPC voted to OPPOSE SB 1333. Summary: Makes a number of changes to statute involving internal investigations of law enforcement officers. These include (1) requiring the employer to provide the officer with notice of intent to interview, (2) limiting what an employer is allowed to say during an interview, (3) allowing an appeals board/commission hearing officer or judge to take evidence and subpoena witnesses, (4) limiting when the employer can order an officer to submit to a mental or behavioral examination, (5) extends and establishes timelines to the officer's benefit, (6) allows medical examinations to be conducted by professionals rather than only physicians, and (7) specifies that only a licensed psychiatrist/psychologist can make a diagnosis of post-traumatic stress. Removes the requirement that parties in an appeal of a disciplinary action taken against a law enforcement officer act in good faith.								

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 1st Read: 01/29 FIN 02/05 - DPA 6-3-1-0-0-0 RULES 02/10 - PFC Rep Caucus: 02/11 Dem Caucus: 02/11	02/18 - DPA	2nd Read: 01/30 02/19 - PASSED 17-12-1-0-0-0				SPONSORS: MESNARD, ALLEN S, et al	
Comments: 2/7: Staff explained the bill touches many different taxes, including income tax, property tax and fuel tax. Additionally, staff explained the proposed reduction in the Class 1 assessment ratio causes a shift to other property classes, although the reduction of the state equalization tax rate minimizes this effect. Staff also outlined how this would affect each county's tax collections. The LPC did not take a position on the bill. 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 1st Read: 01/29 JUD None RULES None		2nd Read: 01/30				SPONSORS: FARNSWORTH D. (16)	
Comments: 2/7: Staff noted this would create an additional burden on government entities, counties may not be able to determine who would have a potential claim, invites additional claims, and would increase costs. The LPC voted to OPPOSE the bill. 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. 1st Read: 01/29 APPROP None RULES None		2nd Read: 01/30				SPONSORS: GOWAN	
Comments: 2/7: Staff noted this is an identical bill to SB 1116 the LPC voted to oppose on 1/24. The LPC voted to OPPOSE the bill. 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.								

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SB1459	private attorney retention; municipalities; counties 1st Read: 01/30 JUD 02/06 - DP 4-3-0-0-0-0 RULES 02/24 - PFC W/FL Rep Caucus: 02/25 Dem Caucus: 02/25		2nd Read: 02/03					SPONSORS: LEACH
Comments: 2/7: Staff noted this limits county authority to enter into a contingency fee contract with a private attorney and that there have been concerns brought up about conflict of interest with the required approval from the Attorney General's Office. The LPC voted to OPPOSE the bill. 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.								
SB1487	caregiver protections; placement provider investigation 1st Read: 02/03 JUD 02/13 - DP 6-0-1-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18	CON CAL - 02/17 Object: Yes	2nd Read: 02/04					SPONSORS: FARNSWORTH E. (12), FANN, et al
Comments: 2/14: Staff explained the bill requires the counties to provide indigent defense to out-of-home placement facilities housing children removed due to possible abuse. Staff stated this is an unfunded mandate. The LPC voted to OPPOSE the bill. Summary: Establishes additional caregiver protections for individuals who are providing out-of-home placement (foster parents / kinship placements) including some of the following: - Providing indigent defense if the child(ren) are removed from their custody because of possible abuse and a preliminary protective hearing. - Eliminates liability for the provider for (1) their own act or omission when acting in the capacity of a parent or (2) any act or omission of the child in their care if the biological, foster, or adoptive child brought into their home has behavioral health needs that pose a risk to the safety and welfare of other family members. - States that a provider that allows a child to participate in an appropriate activity is not civilly liable for any act in omission in allowing the child to participate if it is found that the provider acted according to a reasonable and prudent parenting standard.								
SB1498	workers' compensation; physicians; expertise; hearings 1st Read: 02/03 COM 02/20 - DPA 6-2-0-0-0-0 RULES None		2nd Read: 02/04					SPONSORS: BOYER, CARTER
Comments: 2/20: Staff explained the bill allows an employee or an employee's designee that is seeking workers' compensation benefits to invite any individual of their choosing to their workers'								

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Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes

compensation hearing at the Industrial Commission. Staff explained there are concerns with allowing anybody to sit in on a hearing to determine if a county employee qualifies for additional benefits. The LPC voted to OPPOSE the bill.

Summary: The bill has a two key provisions:

- Permits the employee (or the employee's estate, surviving spouse, or dependent if the employee is deceased) to bring any person of their choosing to any hearing without prior approval of the Administrative Law Judge and prohibits the Industrial Commission from adopting any rules that in any way restricts the right to bring any person of their choosing to a hearing.
- Requires a physician who performs an IME or any physician who testifies at an employee's hearing regarding the employee's condition to have expertise in diagnosing and treating the employee's specific injury.

SB1509	county officials; district board; salary NOW: county officials; salary 1st Read: 02/03 GOV 02/17 - DP 4-3-0-0-0-0 RULES 03/02 - PFC Rep Caucus: 03/03 Dem Caucus: 03/03	03/03 - DPA	2nd Read: 02/04 03/03 - PASSED 22-8-0-0-0-0				SPONSORS: LIVINGSTON, FARNSWORTH D. (16), et al

Comments: 2/20: Staff stated that the split position of the Board on this topic made action by individuals preferable. The LPC took no position on this bill.

Establishes a flat salary increase of \$12,000 to all county elected officials in A.R.S 11-419 and 12-281 (Attorneys, Assessors, Clerks of Superior Court, Records, School Superintendents, Sheriffs, Supervisors, and Treasurers), effective after the next election. Each member of the Maricopa community college district board of a district is required to receive a salary equal to the annual salary of the member of the Legislature. Effective January 1, 2021.

SB1510	public contracts; payment methods 1st Read: 02/03 GOV 02/17 - DP 6-0-1-0-0-0 RULES 02/24 - PFC Rep Caucus: 02/25 Dem Caucus: 02/25	CON CAL - 02/24 Object: Yes 02/26 - RETAINED 03/02 - DPA	2nd Read: 02/04 03/03 - PASSED 30-0-0-0-0-0				SPONSORS: LIVINGSTON

Comments: 2/14: Staff explained the bill was held this week in committee pending a potential amendment that may ease the concerns of counties and municipalities. The LPC did not take a position on the bill.

Summary: Allows contractor retention, at the option of the contractor, to be placed in money market or demand deposit accounts. Lack of security associated with the accounts. Note: the bill was held in committee pending an amendment. There have been some concerns raised regarding volatility and security associated with these types of accounts

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Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes

SB1527	e-liquids; tobacco products; vapor products 1st Read: 02/03 COM None RULES None		2nd Read: 02/04				SPONSORS: LEACH, ALLEN J, et al	

Comments: 2/7: Staff noted the bill establishes preemption on the sale and marketing of tobacco, vapor and nicotine products. The LPC voted to OPPOSE the bill.

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

SB1575	property tax exemptions; statutory conformity 1st Read: 02/04 FIN 02/12 - DPA 10-0-0-0-0-0 RULES 02/17 - PFC	02/27 - DPA	2nd Read: 02/05 03/02 - PASSED 28-0-2-0-0-0				SPONSORS: MESNARD	

Rep Caucus: 02/18

Dem Caucus: 02/18

Comments: 2/14: Staff explained this bill only makes conforming changes that would be necessary with the passage of SCR 1043 from the voters. The LPC voted to SUPPORT the bill.

Summary: Coinciding with SCR 1043, which puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall. This bill merely makes statutory changes necessary to implement SCR 1043, if approved by the voters.

SB1664	civil liability; gun-free zones 1st Read: 02/05 JUD 02/13 - DPA 4-3-0-0-0-0 RULES 02/17 - PFC	03/04 - DPA	2nd Read: 02/06 03/05 - FAILED 13-16-1-0-0-0				SPONSORS: GOWAN, BORRELLI, et al	

Rep Caucus: 02/18

Dem Caucus: 02/18

Comments: 2/7: Staff explained there are significant liability concerns associated with this bill. Counties have no control over court security, but the bill would statutorily assign financial liability to the county general fund, in case of an incident. Also, counties deploy a range of security measures. The bill would remove the ability to mitigate liability. The LPC voted to OPPOSE the bill.

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.

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 1st Read: 02/05 JUD None RULES None				SPONSORS: GOWAN, BORRELLI, et al			
			2nd Read: 02/06					
Comments: 2/7: Staff noted the bill would result in reduced penalties for individuals that carry a firearm in to a public building or an election polling place. The LPC did not take a position on the bill.								
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 place it in temporary secure storage or entering an election polling place on election day carrying a deadly weapon.								
SB1667	fireworks; aerial devices 1st Read: 02/05 COM 02/13 - DPA 7-0-1-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: GOWAN, PAYNE			
		02/24 - DPA	2nd Read: 02/06 02/26 - FAILED					
			14-15-1-0-0-0					
Comments: 2/14: Staff explained the bill expands the types of fireworks allowed to be used. The LPC voted to OPPOSE the bill.								
Summary: Modifies the definition of permissible consumer fireworks by allowing mine devices and shell devices it also allows multiple-tube aerial devices in counties with 500,00 people or more.								
SCR1043	constitutional property tax exemptions 1st Read: 02/04 FIN 02/12 - DP 10-0-0-0-0-0 RULES 02/17 - PFC Rep Caucus: 02/18 Dem Caucus: 02/18				SPONSORS: MESNARD			
		CON CAL - 02/17 Object: No	2nd Read: 02/05 02/20 - PASSED					
			25-0-5-0-0-0					
Comments: 2/14: Staff explained the bill reorganizes the constitutional property tax exemptions and reenacts the exemption for disabled veterans which has been unusable since 1989 per the courts. The LPC voted to SUPPORT SCR 1043.								
Summary: Puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall.								
Coincides with SB 1575, which makes necessary statutory changes, enacted conditionally upon the voters approving this SCR.								