



Cochise County Board of Supervisors

Public Programs...Personal Service
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THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

KIM LEMONS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
TUESDAY, APRIL 21, 2020 AT 10:15 AM (note time change)
BOARD OF SUPERVISORS EXECUTIVE CONFERENCE 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.

Due to health concerns related to COVID-19, the Board has suspended public group access to conference rooms located in County buildings. Members of the public who wish to attend these meetings remotely can call 602-609-7513 or 888-680-6714, Conference ID 542 165 53#. If you have trouble accessing this meeting remotely, call 520-432-9200 for direction. To comment on an agenda item, email the Clerk of the Board at board@cochise.az.gov by 5 p.m. the day before the meeting. Please include the date of the meeting and the agenda item number.

Call to the public will be suspended during the public health emergency, but comments submitted ahead of public hearings on specific agenda items will be read during the meeting.

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 April 7, 2020. -- Approved

County Sheriff

2. Approve Cooperative Service Agreement No. 20-73-04-0228-RA between Cochise County and the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service and Wildlife Services, to assign a Wildlife Specialist to Cochise County for predator and disease control under the Wildlife Damage Management program to be conducted, in the amount of \$40,491, effective July, 1 2020 through June 30, 2021.

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Approved

Finance

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

PUBLIC HEARINGS

Development Services

4. Adopt Zoning Ordinance 20-07 to rezone 16 acres in the Babocomari from R-36 (Residential, minimum 36,000 square feet) to RU-4 (Rural, minimum 4 acres), pursuant to the application of Maria Moreno. -- Approved
5. Adopt Zoning Ordinance 20-08 to rezone 5 acres in Sun Sites Ranches subdivision from R-36 (Residential, minimum 36,000 square feet) to RU-4 (Rural, minimum 4 acres), pursuant to the application of Larry Seal. -- Approved

ACTION

County Attorney

6. Approve the ADRS XML Automation Project, ACJC Grant No. AAP-20-001, in the amount of \$150,000, effective May 1, 2020 through December 31, 2020. -- Approved

County Schools

7. Approve Intergovernmental Agreement (IGA) between the Superior Court and the County School Superintendent, for Educational Services at the Juvenile Detention Center, effective July 1, 2020 through June 30, 2022. -- Approved

Emergency Services

8. Approve Authorized Agents Mr. Gabriel Lavine, Emergency Manager, and Mr. Daniel S. Duchon, Budget Manager, to pursue reimbursement through Federal National Emergency Declaration due to COVID-19 pandemic, via Federal Emergency Management Agency (FEMA)'s Public Assistance program; Authorized Agents will aggregate expense data and submit to Arizona Department of Emergency and Military Affairs (AZDEMA) for potential reimbursement. -- Approved
9. Approve an increase of \$271,000 to the Fiscal Year 2016 Emergency Management Performance Grant from state reallocation funding for public safety radio maintenance, effective April 21, 2020 through June 30, 2020. -- Approved

10. Approve Intergovernmental Agreement (IGA) between Cochise County and Cochise College for Non-Congregate Sheltering in support of the Covid-19 Emergency Response, effective April 21, 2020. -- Approved

Facilities

11. Approve grant of easement to Southwest Gas Corporation for parcel 405-37-008B, Bisbee Douglas International (BDI) Airport. -- Approved

Housing Authority

12. Approve the Renewal Family Self-Sufficiency Grant FSS20AZ3239-01-00 awarded by the U.S. Department of Housing and Urban Development to the Housing Authority of Cochise County, in the amount of \$58,420, effective January 1, 2020 through December 31, 2020. -- Approved

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. -- No Action Taken

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.

520-432-9200 520-432-5016 fax board@cochise.az.gov

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020

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 April 7, 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, APRIL 7, 2020**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, April 7, 2020 at 10:15 a.m. in the Board of Supervisors' Executive Conference Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Thomas E. Borer, Chairman; Ann English, Vice-Chairman, telephonic; Peggy Judd, Supervisor, telephonic

Staff Present: Sharon Gilman, Associate County Administrator; Christine Roberts, Chief Civil Deputy County Attorney, telephonic; Kim Lemons, Clerk of the Board, telephonic

Chairman Borer called the meeting to order at 10:15 a.m.

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

PLEDGE OF ALLEGIANCE

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

CONSENT

Adult Probation

1. Approve Fiscal Year 2019-2020 Drug, Gang, and Violent Crime Control Program (DGVCCP) funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), in the amount of \$45,536 and the required \$15,179 matching funds as budgeted in the general fund budget submitted by Adult Probation, effective July 1, 2019 through June 30, 2020.

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of March 24, 2020.
3. Pursuant to A.R.S. 11-584(10), authorize the Public Defender's Office to accept court-appointed representation of persons who are court-ordered for examination, monitoring, treatment, isolation or quarantine of an afflicted person pursuant to A.R.S. 36-726, and advise the Presiding Judge of the approved authorization.

County Attorney

4. Approve the proposed settlement of the Small Tax Appeal in Mr. Fix It Properties, LLC v. Cochise County, ST2019-000134, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Development Services

5. Approve appointment of Ms. Nancy Welch for the District 3 Commissioner position on the Planning & Zoning Commission to serve the remaining term of Ms. Carmen Miller, ending December 31, 2021.

Emergency Services

6. Approve Sub-Recipient Agreement for the Regional Technical Rescue Equipment project, between the Arizona Department of Homeland Security (AZDOHS) and Cochise County's Office of Emergency Services, in the amount of \$26,742, effective March 1, 2020 through July 31, 2020.

Finance

7. Approve demands and budget amendments for operating transfers.

Workforce Development

8. Approve appointment of Dr. Janice Lawhorn to the Local Workforce Development Board to fill an unexpired term, effective immediately through June, 30, 2024.

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

PUBLIC HEARINGS

Board of Supervisors

9. Approve a Series #10 (Beer & Wine Store) new liquor license application submitted by Mr. Kim Kenneth Kwiatkowski, for Circle K Store #9540, located at 3731 S. Hwy. 92, Sierra Vista, AZ 85635.

Ms. Kim Lemons, Clerk of the Board presented this item. Ms. Lemons 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 and asked the Clerk if she received any comments regarding this public hearing and Ms. Lemons stated there were none.

Chairman Borer closed the Public Hearing.

Supervisor Judd moved to approve a Series #10 (Beer & Wine Store) new liquor license application submitted by Mr. Kim Kenneth Kwiatkowski, for Circle K Store #9540, located at 3731 S. Hwy. 92, Sierra Vista, AZ 85635. Vice-Chairman English seconded the motion.

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

10. Approve a Series #13 (Farm Winery) new liquor license application submitted by Mr. Demion Sergus Clinco for Sandor Vineyards, located at 13154 S. Highway 181, Pearce, AZ 85643.

Ms. Kim Lemons, Clerk of the Board presented this item. Ms. Lemons 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 and asked the Clerk if she received any comments regarding this public hearing and Ms. Lemons stated there were none.

Chairman Borer closed the Public Hearing.

Vice-Chairman English moved to a Series #13 (Farm Winery) new liquor license application submitted by Mr. Demion Sergus Clinco for Sandor Vineyards, located at 13154 S. Highway 181, Pearce, AZ 85643. Supervisor Judd seconded the motion.

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

11. Approve a Series #6 (Bar) Owner Transfer liquor license application submitted by Ms. Amanda Susanne Salas for Mescal Bar & Grill, LLC., located at 70 N. Cherokee, Benson, AZ 85602.

Ms. Kim Lemons, Clerk of the Board presented this item. Ms. Lemons 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 and asked the Clerk if she received any comments regarding this public hearing and Ms. Lemons stated there were none.

Chairman Borer closed the Public Hearing.

Supervisor Judd moved to approve a Series #6 (Bar) Owner Transfer liquor license application submitted by Ms. Amanda Susanne Salas for Mescal Bar & Grill, LLC., located at 70 N. Cherokee, Benson, AZ 85602. Vice-Chairman English seconded the motion.

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

Development Services

12. Adopt Zoning Ordinance 20-05 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Jonathan and Ashley Longnecker.

Mr. Robert Kirschmann, Planner II, Development Services presented this item using a PowerPoint presentation. Mr. Kirschmann gave the background of the rezoning request and said the request will facilitate the use of the Owner Builder Opt-Out program and preserve open space. He referred to the parcel location and aerial photos of the area. He listed the factors in favor and against the rezoning; the department received two letters in support and six letters in opposition with compliance concerns. The Cochise County Planning and Zoning Commission recommended approval 5-2 at their March 11, 2020 meeting. Mr. Kirschmann said staff recommended conditional approval, and he listed those.

Chairman Borer opened the public hearing and asked if any additional comments regarding this public hearing were received and Mr. Kirschmann stated there were none.

Chairman Borer closed the public hearing.

Vice-Chairman English made a motion to adopt Zoning Ordinance 20-05 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Jonathan and Ashley Longnecker. Supervisor Judd seconded the motion.

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

13. Adopt Zoning Ordinance 20-06 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Charles and Karla Young.

Mr. Robert Kirschmann, Planner II, Development Services presented this item using a PowerPoint presentation. Mr. Kirschmann gave the background of the rezoning request and said the request will facilitate the use of the Owner Builder Opt-Out program and ensure the keeping of livestock in the future. He referred to the parcel location and aerial photos of the area. He listed the factors in favor and against the rezoning; the department received nine letters in support and thirteen letters in opposition with compliance concerns. The Cochise County Planning and Zoning Commission recommended approval 5-2 at their March 11, 2020 meeting. Mr. Kirschmann said staff recommended conditional approval, and he outlined those.

Chairman Borer opened the public hearing and asked if any additional comments regarding this public hearing were received and Mr. Kirschmann stated there were none.

Chairman Borer closed the public hearing.

Supervisor Judd made a motion to adopt Zoning Ordinance 20-06 amending certain Zoning district boundaries from SR43 (One dwelling per 43,000 square feet) to RU-4 (One dwelling per four acres), pursuant to the application of Charles and Karla Young. Vice-Chairman English seconded the motion.

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

ACTION

Emergency Services

14. Approve the Public Safety Mutual Aid Agreement between Cochise County and Fort Huachuca, effective April 7, 2020 through September 30, 2025.

Mr. Gabe Lavine, Emergency Services Director presented this item. Mr. Lavine stated this two-year project will allow quick sharing of emergency resources with Fort Huachuca and also allow the Fort to leverage additional resources, beyond Cochise County proper, with all stakeholders across public safety and jurisdictional enterprises, inside and outside the County.

Chairman Borer asked the Clerk if she received any comments regarding this item and Ms. Lemons stated there were none.

Vice-Chairman English made a motion to approve the Public Safety Mutual Aid Agreement between Cochise County and Fort Huachuca, effective April 7, 2020 through September 30, 2025. Supervisor Judd seconded the motion.

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

Facilities

15. Approve contract with Tecta America Arizona, LLC for roofing services, under State Contract ADSP017-174463, at the Bisbee County Jail in the amount of \$260,655.45 effective April 7, 2020.

Mr. Henry Meraz, Facilities Director, presented this item. Mr. Meraz said this contract was necessary in order to repair the roof within the next 30-60 days.

Chairman Borer asked the Clerk if she received any comments regarding this item and Ms. Lemons stated there were none.

Supervisor Judd made a motion to approve contract with Tecta America Arizona, LLC for roofing services, under State Contract ADSP017-174463, at the Bisbee County Jail in the amount of \$260,655.45 effective April 7, 2020. Vice-Chairman English seconded the motion.

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

Housing Authority

16. Adopt Resolution 20-02 to approve AZ034 Streamlined 5-Year 2020-2025 and Section 8 Housing Choice Voucher Administrative Plans for Fiscal Year 2020.

Ms. Anita Baca presented this item using a PowerPoint presentation. Ms. Baca said this a follow-up to a January Work Session. She outlined the streamlined 5-year plan stating the Mission; Goal and Objectives; the Progress Reports from previous plans; Violence Against Women Goals; summarized Significant Amendments or Modifications to previous plans; stated Resident Advisory Board Comments; and the Certification by a State or Local Official of PHA Plans Consistent with the Consolidated Plan or State Consolidated Plan.

Chairman Borer asked the Clerk if she received any comments regarding this item and Ms. Lemons stated there were none.

Vice-Chairman English moved to adopt Resolution 20-02 to approve AZ034 Streamlined 5-Year 2020-2025 and Section 8 Housing Choice Voucher Administrative Plans for Fiscal Year 2020. Supervisor Judd seconded the motion.

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

Information Technology

17. Approve acceptance of the 2018 Help America Vote Act (HAVA) Grant from the AZ Secretary of State Office for Cyber Security Assessments, in the amount of \$45,000, effective April 7, 2020.

Mr. Joe Casey, IT Director, presented this item. Ms. Casey said this is a grant to help improve the County's email security by reducing the amount of spam and phishing emails to

the end user throughout the system.

Chairman Borer asked the Clerk if she received any comments regarding this item and Ms. Lemons stated there were none.

Supervisor Judd made a motion to approve acceptance of the 2018 Help America Vote Act (HAVA) Grant from the AZ Secretary of State Office for Cyber Security Assessments, in the amount of \$45,000, effective April 7, 2020. Vice-Chairman English seconded the motion.

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

STATE & FEDERAL LEGISLATION

18. 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 stated the legislature is not in session, however the County Supervisors Association (CSA) is working hard for all counties that are members. One of those items is the possibility of an all-mail ballot for future elections. The Board took no action on this item.

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

Mr. Gilligan was not present for this meeting.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Supervisor Borer recognized and thanked County staff and partners in the communities.

Report by District 2 Supervisor, Ann English

Supervisor English complimented County employees on continuing to provide County Services through this health emergency.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd talked about a volunteer food pantry event where individuals participated while practicing social distancing.

Chairman Borer adjourned the meeting at 11:06 a.m.

APPROVED:

Thomas E. Borer, Chairman

ATTEST:

Kim Lemons, Clerk of the Board

Demands [04/02/20](#)
Date Range [03/20/20-04/03/20](#)
Warrant Range [39399-39821](#)

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39399	03/26/2020	Amaya, Dora	142.79
39400	03/26/2020	Arizona Counties Insurance Pool	14,322.15
39400	03/26/2020	Arizona Counties Insurance Pool	47,943.00
39401	03/26/2020	Arizona Department of Corrections	238.38
39402	03/26/2020	Arizona Machinery Company, LLC dba Stotz Equipment	525.08
39403	03/26/2020	Arizona Public Service - APS	1,822.60
39404	03/26/2020	Arizona State Land Department	788.57
39405	03/26/2020	Arizona Waste Oil Service, Inc.	600.00
39406	03/26/2020	Aztec Welding Supply Company	173.81
39407	03/26/2020	B & D Lumber and Hardware	314.54
39408	03/26/2020	Baker & Taylor, LLC	1,020.82
39408	03/26/2020	Baker & Taylor, LLC	669.76
39409	03/26/2020	Banner-University Physicians Healthcare, Inc.	1,000.00
39410	03/26/2020	Barkman, Weaver	4,500.00
39411	03/26/2020	Benjamin Supply Inc.	48.45
39412	03/26/2020	Benson, City of	260.91
39413	03/26/2020	Bisbee Napa	996.13
39413	03/26/2020	Bisbee Napa	1,088.77
39414	03/26/2020	Blackstone Audio, Inc.	35.00
39415	03/26/2020	Bob Barker Company, Inc.	981.52
39416	03/26/2020	Boyd Equipment Center	249.00
39417	03/26/2020	CDW LLC	1,100.91
39417	03/26/2020	CDW LLC	415.11
39418	03/26/2020	CenturyLink Communications	2,459.54
39419	03/26/2020	CenturyLink Communications	71.08
39419	03/26/2020	CenturyLink Communications	48.28
39419	03/26/2020	CenturyLink Communications	303.63

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39419	03/26/2020	CenturyLink Communications	42.58
39419	03/26/2020	CenturyLink Communications	560.13
39419	03/26/2020	CenturyLink Communications	314.47
39419	03/26/2020	CenturyLink Communications	35.54
39420	03/26/2020	Cochise Private Industry Council, Inc.	232,546.00
39421	03/26/2020	Cochise Supplies, Inc.	147.72
39422	03/26/2020	Copper Queen Community Hospital	2,730.25
39422	03/26/2020	Copper Queen Community Hospital	65.00
39422	03/26/2020	Copper Queen Community Hospital	445.00
39423	03/26/2020	Copygraphix Inc.	174.92
39424	03/26/2020	Cryar, Steven	170.00
39425	03/26/2020	Diamondback Police Supply Co	2,242.38
39425	03/26/2020	Diamondback Police Supply Co	846.77
39425	03/26/2020	Diamondback Police Supply Co	999.76
39426	03/26/2020	Edgenuity Inc	27,851.25
39427	03/26/2020	Empire Southwest LLC	9,124.49
39428	03/26/2020	Ezzo Law	461.55
39429	03/26/2020	GM Propane	899.84
39430	03/26/2020	Golden Rule Creations	1,068.45
39431	03/26/2020	Gregan & Associates	900.00
39432	03/26/2020	Griffith, David Bruce	2,570.00
39433	03/26/2020	Hammerschmidt, Michael	5,000.00
39434	03/26/2020	High Desert Clinic Urgent & Occupational Care, LLC	30.00
39434	03/26/2020	High Desert Clinic Urgent & Occupational Care, LLC	30.00
39435	03/26/2020	Hodges Glass Co Inc	781.50
39436	03/26/2020	Honeman, Van G.	524.40
39437	03/26/2020	Interstate Battery	757.95
39437	03/26/2020	Interstate Battery	284.68
39438	03/26/2020	JWS Web Design LLC	625.00
39439	03/26/2020	Keefe Commissary Network, LLC	7,349.39

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39440	03/26/2020	Laboratory Corporation of America	119.00
39440	03/26/2020	Laboratory Corporation of America	125.00
39440	03/26/2020	Laboratory Corporation of America	35.00
39440	03/26/2020	Laboratory Corporation of America	36.00
39441	03/26/2020	Law Office of Linda Bergevin, PLLC	1,200.00
39442	03/26/2020	Mack's Auto Parts Inc	1,859.88
39443	03/26/2020	Merle's Automotive Supply	503.69
39444	03/26/2020	Northern Cochise Community Hospital, Inc.	33.00
39445	03/26/2020	OCLC Online Computer Library Center, Inc.	863.52
39446	03/26/2020	OverDrive, Inc.	1,061.33
39447	03/26/2020	PrevenTronics	1,760.00
39447	03/26/2020	PrevenTronics	331.90
39448	03/26/2020	Prudential Overall Supply	170.01
39448	03/26/2020	Prudential Overall Supply	126.17
39449	03/26/2020	Pueblo del Sol Water Company	2.16
39450	03/26/2020	Purcell Tire & Rubber Company	7,810.26
39451	03/26/2020	Relda LLC dba Dermatec	953.87
39452	03/26/2020	Robert J. Zohlmann, Esq.	600.00
39453	03/26/2020	RWC Group	5,694.16
39454	03/26/2020	Safelite Autoglass Corp.	1,557.50
39455	03/26/2020	San Diego Police Equipment Co	157.57
39455	03/26/2020	San Diego Police Equipment Co	24,855.56
39456	03/26/2020	Schlesinger, Aaron	325.00
39457	03/26/2020	Senergy Petroleum LLC	15,380.43
39457	03/26/2020	Senergy Petroleum LLC	9,092.05
39458	03/26/2020	Shannon, Neil	95.03
39459	03/26/2020	Sheakley Pension Administration Inc.	556.25
39460	03/26/2020	SHI International Corp.	35,264.82
39461	03/26/2020	Sierra Vista NAPA	576.22
39462	03/26/2020	Simpson Tool Box Company	372.95

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39463	03/26/2020	Southwest Gas Corporation	48.61
39464	03/26/2020	Southwestern Scale Company, Inc.	3,900.05
39465	03/26/2020	Stamback Septic Service	100.80
39466	03/26/2020	Stericycle Inc.	1,344.14
39467	03/26/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1,224.81
39467	03/26/2020	Sulphur Springs Valley Electric Cooperative, Inc.	945.86
39468	03/26/2020	The Master's Touch, LLC	8,229.70
39469	03/26/2020	Those Guys Auto	1,734.92
39470	03/26/2020	Total Equipment Service and Engineering LLC	347.66
39471	03/26/2020	United Fire Equipment Company	291.01
39472	03/26/2020	Unrein, Bruce	95.00
39473	03/26/2020	Valley Telephone Cooperative, Inc.	109.19
39473	03/26/2020	Valley Telephone Cooperative, Inc.	288.77
39473	03/26/2020	Valley Telephone Cooperative, Inc.	169.66
39474	03/26/2020	Voyager Fleet System, Inc.	5,865.14
39475	03/26/2020	Vulcan Materials	2,740.93
39476	03/26/2020	W. R. Ryan Company	1,971.86
39477	03/26/2020	Watson Chevrolet Inc	1,006.43
39478	03/26/2020	Waxie Sanitary Supply	929.18
39479	03/26/2020	West Press	72.35
39480	03/26/2020	Trachtman, Sean	1,242.50
39481	03/26/2020	John Alley	50.00
39482	03/26/2020	ALYSSA BELL	1,500.00
39483	03/26/2020	Bonilla, Veronica Rubio	66.00
39484	03/26/2020	Collins, Ollye	4.20
39485	03/26/2020	Coulter, Billy E	0.17
39486	03/26/2020	Jeremy Courtney	100.00
39487	03/26/2020	Dorame, Alex	109.98
39488	03/26/2020	Farmers Insurance	25.00
39489	03/26/2020	Flores, Margarita	126.05

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39490	03/26/2020	Ramon Guerrero	200.00
39491	03/26/2020	Hanson, Jessica	332.00
39492	03/26/2020	TAWNI KUNARD	2,500.00
39493	03/26/2020	Llanes, Luz	30.00
39494	03/26/2020	ELIZABETH LOPEZ	295.60
39495	03/26/2020	Alistar McEwan	25.00
39496	03/26/2020	SARAH PIETRO	100.00
39497	03/26/2020	Safeway Stores Inc.	30.97
39498	03/26/2020	Target	24.00
39499	03/26/2020	US Bureau of Land Management	100.00
39500	03/26/2020	Walmart	91.00
39500	03/26/2020	Walmart	530.60
39501	03/26/2020	Walters, Ruben	421.00
39502	4/1/2020	Amarillas-Alvarez, Stephanie	155.60
39503	4/1/2020	Anable, Sylvia M	15.00
39504	4/1/2020	Andrews , Janis B.	150.96
39505	4/1/2020	Andrews, Joseph , Joseph L. , SR	115.00
39506	4/1/2020	Barnes , Margery O.	32.40
39507	4/1/2020	Behrens, Anna M	115.00
39508	4/1/2020	Benavidez, Frank P.	115.00
39509	4/1/2020	Bohling, Linda K	132.40
39510	4/1/2020	Boleslawski, Madeleine	115.00
39511	4/1/2020	Boone, Rhonda R	100.00
39512	4/1/2020	Bos, Wanda Jean	141.68
39513	4/1/2020	Bright, Christopher	132.40
39514	4/1/2020	Brown, Michele M	115.00
39515	4/1/2020	Brownell , Richard N.	174.80
39516	4/1/2020	Brownell, Catherine Anne	115.00
39517	4/1/2020	Bunyard, Laura Anne	115.00
39518	4/1/2020	Carberry, Lucinda Louise	115.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39519	4/1/2020	Cardona, Joan M.	21.00
39520	4/1/2020	Cardoza, Rose Marie E	150.96
39521	4/1/2020	Carrillo, David V	129.50
39522	4/1/2020	Carroll, Timothy P, Jr	15.00
39523	4/1/2020	Cochran, Claude	154.44
39524	4/1/2020	Cohorn, Phyllis L.	115.00
39525	4/1/2020	Contreras, Maria G.	115.00
39526	4/1/2020	Cotton, Terry Michael	152.82
39527	4/1/2020	Couchenour, Terry Edward	31.50
39528	4/1/2020	Crowell, Patricia	217.14
39529	4/1/2020	Dacus, Pamela Arlene , Pamela	132.40
39530	4/1/2020	Dandurand, Felicia L	138.20
39531	4/1/2020	Davis, Arnold Dell Jr.	115.00
39532	4/1/2020	Davis, Arnold III	115.00
39533	4/1/2020	Davis, Jeanette H	157.76
39534	4/1/2020	Dekeizer, John P	132.40
39535	4/1/2020	Dillingham, Bruce Edward	100.00
39536	4/1/2020	Dobkowski, John J	154.44
39537	4/1/2020	Doran, Margaret E	136.46
39538	4/1/2020	Earhart, Barbara J	237.96
39539	4/1/2020	Escobedo, Cesar Martin	177.64
39540	4/1/2020	Farley, Peggy	202.00
39541	4/1/2020	Fernandez, Delia	178.80
39542	4/1/2020	Fimbres, Javier F	149.80
39543	4/1/2020	Forbes , Janet L.	127.76
39544	4/1/2020	Fox, Marilyn Louise	115.00
39545	4/1/2020	Frakes , Elanore Mae	159.08
39546	4/1/2020	Frank, Audrey Rose	115.00
39547	4/1/2020	Frank, Pamela Gail	163.20
39548	4/1/2020	Fry, Michelle I.	285.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39549	4/1/2020	Fuentes, Lorenzo G	219.40
39550	4/1/2020	Gacon , Richelle J.	202.00
39551	4/1/2020	Garan, CJ	189.24
39552	4/1/2020	Gasper, Jo Ann	177.12
39553	4/1/2020	Geminder, Hope	115.00
39554	4/1/2020	Grady, Carolyn J	151.54
39555	4/1/2020	Grady, Michael Edward	150.96
39556	4/1/2020	Grainger, Roberta	263.48
39557	4/1/2020	Gutierrez, Linda	115.00
39558	4/1/2020	Guzman, Delia T	287.32
39559	4/1/2020	Hady, Nora	115.00
39560	4/1/2020	Haller, Cynthia	132.40
39561	4/1/2020	Hanigan, Thomas Henry	100.00
39562	4/1/2020	Heideman, Cynthia A	137.04
39563	4/1/2020	Himes, Leslie Ann	137.62
39564	4/1/2020	Hirst, Darla R.	228.68
39565	4/1/2020	Holder, Maxine P	115.00
39566	4/1/2020	Jansen, Keith	115.00
39567	4/1/2020	Johnson, Tiffany Marie Sanzon , Anne	122.96
39568	4/1/2020	Jones, Dolores G	115.00
39569	4/1/2020	Jones, Florence J	42.26
39570	4/1/2020	Jones, Harlan LeRoy	115.00
39571	4/1/2020	Jones, Linda H	149.22
39572	4/1/2020	Kirkley, Linda D	115.00
39573	4/1/2020	Klump, J. Kathryn	115.00
39574	4/1/2020	Kunkel, Jessica Lynn	115.00
39575	4/1/2020	Kunzer, Elizabeth	115.00
39576	4/1/2020	Lambert , Leslie L.	134.72
39577	4/1/2020	Landwerlen , Loretta T.	190.40
39578	4/1/2020	Larned, Michele I.	115.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39579	4/1/2020	Lenhardt, Becky Lou	141.68
39580	4/1/2020	Lepard, Charlet C.	115.00
39581	4/1/2020	Levin , Joel B.	154.44
39582	4/1/2020	Lewis, David Alen	100.00
39583	4/1/2020	Leyva, Patricia	150.96
39584	4/1/2020	Love, Glenda M	210.70
39585	4/1/2020	Lujan Robert E	288.48
39586	4/1/2020	Lujan, Charlene L	115.00
39587	4/1/2020	Marcell, Susan	115.00
39588	4/1/2020	Martzke, James F.	115.00
39589	4/1/2020	Martzke, Vicki J.	314.00
39590	4/1/2020	Mason, Barbara Jean	115.00
39591	4/1/2020	Mastin, Georgia Ann	115.00
39592	4/1/2020	Middleton , Benjamin Hamp	15.00
39593	4/1/2020	Mietzner, Michelle Grimes	49.80
39594	4/1/2020	Montano, Daisy T	115.00
39595	4/1/2020	Moon, Charlotte K	126.60
39596	4/1/2020	Morales, Maria Guadalupe	191.04
39597	4/1/2020	Moringello, Anthony	100.00
39598	4/1/2020	Mundt, Cloey	166.04
39599	4/1/2020	Naugle, James R	205.48
39600	4/1/2020	Nishikida, Deborah	115.00
39601	4/1/2020	Oertel, Brian L	135.88
39602	4/1/2020	Oertel, Victoria	115.00
39603	4/1/2020	Onken, Jane	115.00
39604	4/1/2020	Peralta, Raul	149.80
39605	4/1/2020	Phillips, Christy	115.00
39606	4/1/2020	Pike, Wanda E	221.20
39607	4/1/2020	Priest, Nancy H	414.75
39608	4/1/2020	Proll, Lu	150.96

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39609	4/1/2020	Ragan, Dean	237.96
39610	4/1/2020	Rauch, Arlie David	147.48
39611	4/1/2020	Redding, Gary L	132.40
39612	4/1/2020	Redding, Joye L	115.00
39613	4/1/2020	Reynolds, Janet	105.00
39614	4/1/2020	Rineer, Patsy Laverne	144.00
39615	4/1/2020	Rivas, Maria Ellen	15.00
39616	4/1/2020	Rivera, Guadalupe A	293.12
39617	4/1/2020	Rodriguez , Arthur E.	127.76
39618	4/1/2020	Rodriguez , Jay J.	127.18
39619	4/1/2020	Ruiz, Gabriel	278.25
39620	4/1/2020	Ruiz, Irene G	73.50
39621	4/1/2020	Santi, Linda Delli	155.60
39622	4/1/2020	Scarce, Linda S.	125.44
39623	4/1/2020	Schneider , Carol L.	50.46
39624	4/1/2020	Schueman, Edgar Louis	148.06
39625	4/1/2020	Scott, Johanna	115.00
39626	4/1/2020	Seagren, Lillian	100.00
39627	4/1/2020	Sedam, Rocky Gene	15.00
39628	4/1/2020	Shaver, Linda Joyce	159.50
39629	4/1/2020	Sheldahl, Lois Marie	100.00
39630	4/1/2020	Simmons, Sara Lynn	209.60
39631	4/1/2020	Slater, Howard F	150.96
39632	4/1/2020	Smith, Linda S	378.00
39633	4/1/2020	Stanberry, Kathleen	115.00
39634	4/1/2020	Stephens, Asa	32.40
39635	4/1/2020	Stickler , Patricia Ronell	192.72
39636	4/1/2020	Straka, Darla E.	115.00
39637	4/1/2020	Straka, James E.	135.88
39638	4/1/2020	Sugitan, Corinne D.	159.08

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39639	4/1/2020	Sullins, Christie Ann	15.00
39640	4/1/2020	Sullivan, Jean	211.92
39641	4/1/2020	Terry, Candy	15.00
39642	4/1/2020	Thames, Dolores Kathleen	133.56
39643	4/1/2020	Tingle, Joyce S	232.80
39644	4/1/2020	Tiuan, Maryclare	115.00
39645	4/1/2020	Ullom, Ronald James	167.20
39646	4/1/2020	Walker , Nora Sue	126.60
39647	4/1/2020	Walker, David B	160.88
39648	4/1/2020	Wangsness, Peter	124.28
39649	4/1/2020	Wangsness, Theresa Phyllis	182.28
39650	4/1/2020	Ward, Myrtle H	132.40
39651	4/1/2020	Whiteman, Mary	115.00
39652	4/1/2020	Whiteman, Thomas	149.80
39653	4/1/2020	Whittaker, Brenda Jean	190.46
39654	4/1/2020	Wilhelm, Edward	132.40
39655	4/1/2020	Williams, Patricia A.	115.00
39656	4/1/2020	Woods, Julietta	126.02
39657	4/1/2020	Wysong, Lorenza Lopez	115.00
39658	04/02/20	Arizona Department of Administration - Risk Management	5,416.62
39659	04/02/20	Cochise County/Sheakley/National Bank	4,356.14
39660	04/02/20	A Check America	97.50
39661	04/02/20	ADC-Health Services	277.00
39662	04/02/20	Amazon.com LLC	1,300.95
39663	04/02/20	Arizona Department of Corrections	890.00
39664	04/02/20	Arizona Department of Transportation	1,245.64
39665	04/02/20	Arizona Medical Waste, LLC	298.88
39666	04/02/20	Arizona Public Service - APS	31,239.66
39667	04/02/20	Arizona State Land Department	2,491.69
39668	04/02/20	Arizona State Prison Complex	3,665.68

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39669	04/02/20	Arizona Water Company	861.56
39670	04/02/20	Arizona Water Company	4,448.91
39671	04/02/20	Arnold Machinery Company	597.92
39672	04/02/20	Atomic Nutrition, LLC	2,888.00
39673	04/02/20	Atomic Nutrition, LLC	2,641.00
39674	04/02/20	Aztec Welding Supply Company	57.05
39675	04/02/20	B & D Lumber and Hardware	66.47
39676	04/02/20	B & D Lumber and Hardware	182.37
39677	04/02/20	B & S Supply Co, Inc	1,356.47
39678	04/02/20	Baker Distributing Company	3,108.82
39679	04/02/20	Bank of America	104,937.05
39680	04/02/20	Barnett's Towing & Oxygen LLC	142.50
39681	04/02/20	Beacon Secure	55.00
39682	04/02/20	Bella Vista Water Company-Liberty Water	1,257.44
39683	04/02/20	Bisbee NAPA	815.57
39684	04/02/20	Blackstone Audio, Inc.	35.00
39685	04/02/20	Boyd Equipment Center	249.00
39686	04/02/20	Bron, Inc	150.00
39687	04/02/20	Bureau of Vital Records	387.30
39688	04/02/20	C & C Manufacturing LLC	2,774.92
39689	04/02/20	Cable One dba Sparklight	93.98
39690	04/02/20	Camacho, Ramiro	1,447.00
39691	04/02/20	Catholic Community Services Southern Arizona, Inc.	1,870.12
39692	04/02/20	CDW LLC	18,010.36
39693	04/02/20	Cengage Learning, Inc. dba GALE	184.52
39694	04/02/20	Central Alarm Incorporated	20.00
39695	04/02/20	CenturyLink Communications	4,655.82
39696	04/02/20	CenturyLink Communications	7,193.60
39697	04/02/20	CenturyLink Communications	206.83
39698	04/02/20	CenturyLink Communications	275.83

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39699	04/02/20	Cintas Corporation No. 445	578.23
39700	04/02/20	City of Sierra Vista	262,270.00
39701	04/02/20	Clear Springs Utility, Inc.	172.83
39702	04/02/20	Cochise Animal Hospital	100.25
39703	04/02/20	Cochise Floor Covering	801.67
39704	04/02/20	Cochise Supplies, Inc.	184.16
39705	04/02/20	Colville & Dippel LLC	551.95
39706	04/02/20	Contract Pharmacy Services, Inc.	7,551.33
39707	04/02/20	Copper Queen Community Hospital	20.00
39708	04/02/20	COX Communication Arizona, LLC	224.80
39709	04/02/20	CRM of America LLC	11,610.04
39710	04/02/20	Culligan of Tucson	209.81
39711	04/02/20	D and M Well Service, LLC	8,238.20
39712	04/02/20	DataBank IMX LLC	1,158.00
39713	04/02/20	Demco Inc.	125.37
39714	04/02/20	Deneke, Buffy	189.00
39715	04/02/20	Dominion Environmental Consultants, Inc.	7,870.25
39716	04/02/20	Douglas, City of	392.61
39717	04/02/20	Elfrida Water Improvement District	36.06
39718	04/02/20	Empire Southwest LLC	4,876.04
39719	04/02/20	Environmental Systems Research Institute, Inc ESRI	13,173.92
39720	04/02/20	ExhibitOne Corporation	500.00
39721	04/02/20	Federal Express Corporation	187.62
39722	04/02/20	Garden Canyon Towing, LLC	100.00
39723	04/02/20	Hatfield Funeral Home	500.00
39724	04/02/20	Hatfield Funeral Home	320.00
39725	04/02/20	Hodges Glass Co Inc	1,412.97
39726	04/02/20	Honeman, Van G.	56.00
39727	04/02/20	HOV Services Inc/Lason Systems	106.58
39728	04/02/20	IronHawk Elevator LLC	9,085.60

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39729	04/02/20	JE Fuller Hydrology & Geomorphology, Inc.	15,735.00
39730	04/02/20	Jensen's Sierra Vista Mortuary	500.00
39731	04/02/20	JWS Web Design LLC	500.00
39732	04/02/20	KE&G Construction Inc.	10,940.06
39733	04/02/20	KE&G Construction Inc.	1,482.77
39734	04/02/20	Kimminau Law Firm PC	2,760.19
39735	04/02/20	Law Office of Janelle A. McEachern	500.00
39736	04/02/20	Law Office of Joan M Sacramento	2,400.00
39737	04/02/20	Law Office of Stephanie C. Stoltman	2,324.25
39738	04/02/20	Legend Technical Services of Arizona, Inc.	32.00
39739	04/02/20	Lowell A. Jensen, PLC	4,000.00
39740	04/02/20	Mack's Auto Parts Inc	526.42
39741	04/02/20	Manch Law Firm PLLC	2,700.00
39742	04/02/20	Mascot Home and Construction, LLC	21,860.00
39743	04/02/20	Merle's Automotive Supply	1,050.53
39744	04/02/20	Norwood Equipment Inc.	1,301.32
39745	04/02/20	Nyander, Penny Sue	995.90
39746	04/02/20	O'Rielly Chevrolet, Inc.	326.97
39747	04/02/20	OverDrive, Inc.	993.17
39748	04/02/20	Pima County	87,500.00
39749	04/02/20	Pitney Bowes, Inc.	138.10
39750	04/02/20	PrevenTronics	4,571.94
39751	04/02/20	Prudential Overall Supply	367.24
39752	04/02/20	Pueblo Mechanical & Controls, Inc.	540.00
39753	04/02/20	Purcell Tire & Rubber Company	1,610.74
39754	04/02/20	Ron Turley Associates, Inc.	16.62
39755	04/02/20	Rothrock Investigations, LLC	616.20
39756	04/02/20	Runbeck Election Services Inc.	4,899.17
39757	04/02/20	RWC Group	8,529.45
39758	04/02/20	Safelite Autoglass Corp.	202.06

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39759	04/02/20	San Diego Police Equipment Co	2,861.81
39760	04/02/20	Sanofi Pasteur	3,159.75
39761	04/02/20	Senergy Petroleum LLC	1,411.43
39762	04/02/20	Senergy Petroleum LLC	18,954.90
39763	04/02/20	Servicemaster Commercial Cleaning Services, LLC	1,845.00
39764	04/02/20	Sierra Vista Glass	174.63
39765	04/02/20	Sierra Vista NAPA	273.31
39766	04/02/20	Southern Computer Warehouse, Inc.	988.85
39767	04/02/20	Southwest Gas Corporation	1,397.73
39768	04/02/20	Sparkletts	334.79
39769	04/02/20	Stamback Septic Service	813.09
39770	04/02/20	Stan's Fence Co., Inc.	19,777.00
39771	04/02/20	Stericycle Inc.	825.11
39772	04/02/20	Sulphur Springs Valley Electric Cooperative, Inc.	5,028.32
39773	04/02/20	The Law Offices of Harriette P Levitt, PLLC	302.00
39774	04/02/20	Titan Alarm, Inc.	449.91
39775	04/02/20	Total Equipment Service and Engineering LLC	350.00
39776	04/02/20	Trinity Services Group, Inc.	38,188.92
39777	04/02/20	U S Postal Service	3,240.00
39778	04/02/20	UniFirst Corporation	98.35
39779	04/02/20	University of Arizona	28,953.25
39780	04/02/20	US Imaging Inc.	29,239.00
39781	04/02/20	VCA Apache Animal Hospital	638.03
39782	04/02/20	Vulcan Materials	9,086.45
39783	04/02/20	W W Grainger Inc	12,219.85
39784	04/02/20	W W Grainger Inc	4,518.46
39785	04/02/20	W. R. Ryan Company	3,193.16
39786	04/02/20	Waste Management of Arizona, Inc.	643.70
39787	04/02/20	Waste Management of Arizona, Inc.	600.89
39788	04/02/20	Watson Chevrolet Inc	1,025.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39789	04/02/20	Waxie Sanitary Supply	9,235.36
39790	04/02/20	WEST Consultants, Inc.	27,716.80
39791	04/02/20	West Press	1,770.92
39792	04/02/20	Willcox, City of	2,444.52
39793	04/02/20	WIST Office Products Co	1,400.12
39794	04/02/20	Chiricahua Community Health Centers, INC	499.66
39795	04/02/20	Cochise Lock and Safe, Inc.	5,846.00
39796	04/02/20	Laboratory Corporation of America	207.31
39797	04/02/20	Trachtman, Sean	1,085.00
39798	04/02/20	Van Heen, Peter	3,299.45
39799	04/02/20	Acosta , Erica	25.00
39800	04/02/20	Canyon Vista Medical Center	1,002.00
39801	04/02/20	Circle K Store	100.00
39802	04/02/20	Cornel , Petra	32.56
39803	04/02/20	Fields, Pierre	200.00
39804	04/02/20	Fitzgerald , Colleen	1,500.00
39805	04/02/20	Giant Store	1.79
39806	04/02/20	GRANDE , CHRISTOPHER	650.00
39807	04/02/20	Herrera , Rene Heriberto	182.60
39808	04/02/20	Jennings, Jeffrey	16.81
39809	04/02/20	McDonald's	50.00
39810	04/02/20	Micholason, Ron	51.47
39811	04/02/20	Murphy, Cindy	42.02
39812	04/02/20	Outland , Lisa Georgene	252.10
39813	04/02/20	Ragland , Burt	50.00
39814	04/02/20	Rivera , Claudia Susana	25.00
39815	04/02/20	Ryan , Thomas	60.50
39816	04/02/20	Sodari , Alva	750.00
39817	04/02/20	Stram , Aubrey	50.00
39818	04/02/20	Walmart	10.89

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39819	04/02/20	Walmart	42.02
39820	04/02/20	Wilson , Darryll	81.00
39821	04/03/20	City Electric Supply	9,557.38
			1,538,055.47

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020
U.S. Department of Agriculture Agreement
Submitted By: Curtis Wilkins, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required
NAME of PRESENTER: Curtis Wilkins
Mandated Function?: Not Mandated

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Cooperative Service Agreement No. 20-73-04-0228-RA between Cochise County and the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service and Wildlife Services, to assign a Wildlife Specialist to Cochise County for predator and disease control under the Wildlife Damage Management program to be conducted, in the amount of \$40,491, effective July, 1 2020 through June 30, 2021.

Background:

This agreement is a continuing and annual agreement between Cochise County and the USDA, Animal and Plant Health Inspection Service, Wildlife Services. This agreement provides for a Wildlife Specialist to be assigned to Cochise County to manage damage caused by wild and feral animals to livestock, agriculture commodities and public health. The Wildlife Specialist works with the Sheriff's Office Animal Control Officers. The cost of the position and equipment to Cochise County is \$40,491. This is a slight increase of \$2,784.00 over the previous year. The remainder of the costs related to this position to be borne by USDA. This agreement has been budgeted from the General Fund for the past several years.

Department's Next Steps (if approved):

Continue with the services as provided to mitigate predators and health issues related to animals within the county.

Impact of NOT Approving/Alternatives:

County Animal Control Officers are not able to respond to wildlife animal calls and therefore there will be a degradation in response to these calls.

To BOS Staff: Document Disposition/Follow-Up:

Please sign both agreements and return to the Sheriff's Office

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2020/2021

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

Ongoing Costs? (\$\$\$): 40491.00

County Match Required? (\$\$\$): 0.00

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0.00

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

The fiscal impact is 40,491 and will come out of the Sheriff's Office general fund which has been continuously budgeted for the past several years.

Attachments

USDA agreement 2020

WORK AND FINANCIAL PLAN
between
COUNTY OF COCHISE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 18-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2020 through June 30, 2021.

I. OBJECTIVES/GOALS

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture, and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

- a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
- b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
- c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

II. PLAN OF ACTION

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the damage management or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

In addition to above, WS will conduct feral, free-ranging and hybrid dog management to protect agriculture and animal Husbandry (e.g. Livestock, poultry) and natural resources in both rural and urban settings. Where applicable; WS will coordinate dog management with the Sheriff's office.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans

are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona State Land Department with participation by the Arizona Game and Fish Department, and Arizona Department of Agriculture. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

III. REPORTS

APHIS-WS will provide a quarterly report of activities to the Cooperator.

IV. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed **\$40,491**. WS shall submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan. Such costs may include, but are not limited to, salary/benefits, vehicle use, supplies/equipment, APHIS overhead and pooled cost. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories as needed.

Cochise Estimated Costs	
Salary/Benefits	\$34,845
Dept. of Ag	\$-3,000
Total	\$31,845
APHIS Overhead (16.15%)	\$5,143
Pooled Cost (11.0%)	\$3,503
Total	\$40,491

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

V. AUTHORIZATION

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

COUNTY OF COCHISE
COCHISE COUNTY BOARD OF SUPERVISORS
205 N. JUDD DRIVE
BISBEE, AZ 85603
520-432-9200
Tax Identification Number: 86-6000398 B

APPROVED AS TO FORM

Cochise County Attorney Date

Chairman, Cochise County Board of Supervisors

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

David Bergman, State Director, Arizona

Date

Jason Suckow, Director, Western Region

Date

WORK AND FINANCIAL PLAN
between
COUNTY OF COCHISE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 18-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2020 through June 30, 2021.

I. OBJECTIVES/GOALS

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture, and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

- a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
- b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
- c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

II. PLAN OF ACTION

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the damage management or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

In addition to above, WS will conduct feral, free-ranging and hybrid dog management to protect agriculture and animal Husbandry (e.g. Livestock, poultry) and natural resources in both rural and urban settings. Where applicable; WS will coordinate dog management with the Sheriff's office.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans

are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona State Land Department with participation by the Arizona Game and Fish Department, and Arizona Department of Agriculture. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

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Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

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APPROVED AS TO FORM

Cochise County Attorney Date

Chairman, Cochise County Board of Supervisors

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
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David Bergman, State Director, Arizona

Date

Jason Suckow, Director, Western Region

Date



United States
Department of
Agriculture

Marketing and
Regulatory
Programs

8836 N 23 Avenue
Suite 2
Phoenix, Arizona
85021

March 18, 2020

COUNTY OF COCHISE
COCHISE COUNTY BOARD OF SUPERVISORS
205 N. JUDD DRIVE
BISBEE, AZ 85603
520-432-9200



Enclosed are 2 copies of the 2020 Work and Financial Plan between Cochise County and USDA/APHIS Wildlife Services, Phoenix Arizona. Please sign both copies and return back to me. A completely endorsed original will be sent to you as soon as I receive all the signatures.

If you have any questions, please feel free to contact me.

Sincerely,

Daniel Williams
Budget Analyst
AZ State Office
(602)870-2081

Enclosure

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020

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
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Demands

Demands 04/16/20
 Date Range 04/03/20-04/17/20
 Warrant Range 39822-40102

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39822	4/9/2020	A+ Language Services	46.00
39823	4/9/2020	Active Expert LLC	1,875.00
39824	4/9/2020	ADVANCE FORENSIC ASSESSMENTS, INC.	550.00
39825	4/9/2020	Amazon.com LLC	902.49
39826	4/9/2020	Arizona Department of Corrections	475.23
39827	4/9/2020	Arizona Department of Public Safety	44,616.74
39828	4/9/2020	Arizona Forensic Services, LLC	3,200.00
39829	4/9/2020	Arizona Machinery Company, LLC dba Stotz Equipment	172.47
39830	4/9/2020	Arizona Police Psychology, PLLC	1,500.00
39831	4/9/2020	Arizona Public Service - APS	788.81
39832	4/9/2020	Arizona State Treasurer	184,567.00
39833	4/9/2020	Arizona Water Company	6,204.77
39834	4/9/2020	B & D Lumber and Hardware	46.46
39835	4/9/2020	Baker & Taylor, LLC	1,287.36
39836	4/9/2020	Banner-University Physicians Healthcare, Inc.	1,500.00
39837	4/9/2020	Barnett's Towing & Oxygen LLC	247.00
39838	4/9/2020	Bisbee NAPA	1,479.90
39839	4/9/2020	Borer, Thomas Edward	313.78
39840	4/9/2020	Bowie Water Improvement District	90.96
39841	4/9/2020	Boyd Equipment Center	498.00
39842	4/9/2020	Bug-Wiser Exterminating, Inc.	395.00
39843	4/9/2020	Cable One dba Sparklight	574.81
39844	4/9/2020	CDW LLC	22,083.01
39845	4/9/2020	Cengage Learning, Inc. dba GALE	98.11
39846	4/9/2020	Cengage Learning, Inc. dba GALE	24.69
39847	4/9/2020	CenturyLink Communications	326.21
39848	4/9/2020	Cintas Corporation No. 445	3,862.46

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39849	4/9/2020	City of Sierra Vista	25,506.90
39850	4/9/2020	Cochise Family Advocacy Center	4,175.00
39851	4/9/2020	Concentra Medical Centers	188.50
39852	4/9/2020	Cool Dreams Window Tinting	200.00
39853	4/9/2020	Copygraphix Inc.	23,218.76
39854	4/9/2020	COX Communication Arizona, LLC	305.00
39855	4/9/2020	Culligan of Tucson	470.97
39856	4/9/2020	Deneke, Buffy	491.20
39857	4/9/2020	Dominion Environmental Consultants, Inc.	1,287.50
39858	4/9/2020	Douglas, City of	975.59
39859	4/9/2020	EBSCO Subscription Service	890.52
39860	4/9/2020	Election Systems & Software LLC	9,677.96
39861	4/9/2020	Empire Southwest LLC	1,171.04
39862	4/9/2020	English, Ann S.	554.55
39863	4/9/2020	Ferguson Enterprises, Inc.	453.33
39864	4/9/2020	Gomez, Lionor	400.00
39865	4/9/2020	Hariton, Theodore N. MD, FACOG	1,900.00
39866	4/9/2020	Huachuca City Police Dept	2,051.93
39867	4/9/2020	Hubble, Anthony D	250.00
39868	4/9/2020	Interstate Battery	403.00
39869	4/9/2020	IronHawk Elevator LLC	1,137.00
39870	4/9/2020	Jellison Law Offices, PLLC	2,806.00
39871	4/9/2020	JWS Web Design LLC	375.00
39872	4/9/2020	K12 Handhelds, Inc.	750.00
39873	4/9/2020	Keefe Commissary Network, LLC	1,605.38
39874	4/9/2020	Laboratory Corporation of America	35.00
39875	4/9/2020	M&R Auto Inc	2,281.15
39876	4/9/2020	Mack's Auto Parts Inc	1,406.69
39877	4/9/2020	Merle's Automotive Supply	2,003.85
39878	4/9/2020	Nalley's Pit Stop	140.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39879	4/9/2020	Northern Cochise Community Hospital, Inc.	33.00
39880	4/9/2020	O'Rielly Chevrolet, Inc.	273.77
39881	4/9/2020	OCLC Online Computer Library Center, Inc.	863.52
39882	4/9/2020	Olivares, Veronica	80.00
39883	4/9/2020	OverDrive, Inc.	2,445.48
39884	4/9/2020	Pitney Bowes, Inc.	241.67
39885	4/9/2020	Porta-Pot	750.75
39886	4/9/2020	Prudential Overall Supply	608.47
39887	4/9/2020	Purcell Tire & Rubber Company	51,837.47
39888	4/9/2020	RevolutionaryText, LLC	12,784.80
39889	4/9/2020	Ron Turley Associates, Inc.	3,521.04
39890	4/9/2020	Runbeck Election Services Inc.	2,073.88
39891	4/9/2020	RWC Group	4,017.37
39892	4/9/2020	Safelite Autoglass Corp.	1,134.91
39893	4/9/2020	San Diego Police Equipment Co	7,167.41
39894	4/9/2020	Schlesinger, Aaron	1,002.00
39895	4/9/2020	Senergy Petroleum LLC	4,099.18
39896	4/9/2020	Senergy Petroleum LLC	16,161.16
39897	4/9/2020	SHI International Corp.	26,026.33
39898	4/9/2020	Shreve , Virginia A	250.00
39899	4/9/2020	Southwest Disposal LC	131.25
39900	4/9/2020	Southwest Gas Corporation	1,470.55
39901	4/9/2020	Sparkletts	288.79
39902	4/9/2020	Stantec Consulting Services, Inc.	11,896.29
39903	4/9/2020	Streitfeld, Stephen V. MD PC	1,000.00
39904	4/9/2020	Sune D14 Misc-A Holdings, LLC	8,383.36
39905	4/9/2020	The Bisbee Observer LLC	417.02
39906	4/9/2020	Thomson West	486.68
39907	4/9/2020	Titan Machinery Inc.	36.96
39908	4/9/2020	TransUnion Risk and Alternative Data Solutions	54.80

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39909	4/9/2020	Traywick, Catherine Lynn	662.43
39910	4/9/2020	UniFirst Corporation	449.29
39911	4/9/2020	Valley Telephone Cooperative, Inc.	855.08
39912	4/9/2020	VCA Apache Animal Hospital	898.20
39913	4/9/2020	Verizon Wireless	11,678.15
39914	4/9/2020	W W Grainger Inc	209.76
39915	4/9/2020	W. R. Ryan Company	2,122.94
39916	4/9/2020	Walston, Marc	100.00
39917	4/9/2020	Watson Chevrolet Inc	275.31
39918	4/9/2020	Waxie Sanitary Supply	6,757.69
39919	4/9/2020	West Press	7,569.87
39920	4/9/2020	Western Emulsion, Inc	5,101.30
39921	4/9/2020	Wick Communications	549.37
39922	4/9/2020	WilliamsRDM, Inc.	8,996.20
39923	4/9/2020	City of Sierra Vista	394.58
39924	4/9/2020	Hopper Jr., Albert N	3,300.00
39925	4/9/2020	PACHECO , BRESENIA	700.00
39926	4/9/2020	Anderson , Riley	200.00
39927	4/9/2020	B & D Lumber and Hardware	29.47
39928	4/9/2020	Border Mart	5.84
39929	4/9/2020	COLEMAN , SHERRY	3,500.00
39930	4/9/2020	Hurtado , Arnoldo	27.33
39931	4/9/2020	Lee , Janelle U.	340.60
39932	4/9/2020	Pesina, Francisco	100.00
39933	4/9/2020	Ramage , Leslie	50.00
39934	4/9/2020	Richard , Jaquary	37.34
39935	4/9/2020	Rodriguez , Christopher	136.96
39936	4/9/2020	RODRIGUEZ NUNEZ , NICHOLAS SAINT	1,500.00
39937	4/9/2020	Walmart	21.01
39938	4/9/2020	Walmart	30.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39939	4/16/2020	4imprint, Inc.	1,849.08
39940	4/16/2020	A&R Fire Protection LLC	5,000.00
39941	4/16/2020	Address Data Services, Inc.	625.00
39942	4/16/2020	Alex Espinosa's Bisbee Funeral Home	1,207.00
39943	4/16/2020	Alloway, Michael E.	166.13
39944	4/16/2020	Amazon.com LLC	816.02
39945	4/16/2020	Apex Equipment Sales, Inc	7,991.86
39946	4/16/2020	Applied Rite Doors & Docks, Inc.	6,950.00
39947	4/16/2020	Arizona Ambulance Transport	2,863.13
39948	4/16/2020	Arizona Counties Insurance Pool	4,435.00
39949	4/16/2020	Arizona Department of Corrections	299.69
39950	4/16/2020	Arizona Department of Corrections ASPC-Tucson	118.50
39951	4/16/2020	Arizona Emergency Products, Inc.	5,682.34
39952	4/16/2020	Arizona Hiking Shack Rescue (AHS)	8,926.90
39953	4/16/2020	Arizona Inpatient Medicine Associates	159.31
39954	4/16/2020	Arizona Machinery Company, LLC dba Stotz Equipment	219.17
39955	4/16/2020	Arizona Public Service - APS	169.13
39956	4/16/2020	Arizona State Prison Complex	3,067.46
39957	4/16/2020	Arizona Water Company	72.78
39958	4/16/2020	Ascent Aviation Group, Inc.	16,204.78
39959	4/16/2020	Azam, Syed T.	1,250.00
39960	4/16/2020	Aztec Welding Supply Company	243.13
39961	4/16/2020	Baker Distributing Company	834.52
39962	4/16/2020	Baker, Peterson, Baker & Associates, Inc.	2,250.00
39963	4/16/2020	Barnett's Towing & Oxygen LLC	243.75
39964	4/16/2020	BEJARANO , SASHA MARIE	135.00
39965	4/16/2020	Benson, City of	381.90
39966	4/16/2020	Bisbee NAPA	1,941.27
39967	4/16/2020	Blackstone Audio, Inc.	437.97
39968	4/16/2020	Bowie Water Improvement District	45.48

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39969	4/16/2020	Bug-Wiser Exterminating, Inc.	730.00
39970	4/16/2020	Bureau of Vital Records	9,185.00
39971	4/16/2020	Canyon Vista Medical Center	2,700.00
39972	4/16/2020	Cardinal Health Inc.	77.42
39973	4/16/2020	CDW LLC	14,951.82
39974	4/16/2020	CEMEX Construction Materials South, LLC	913.97
39975	4/16/2020	Cengage Learning, Inc. dba GALE	56.78
39976	4/16/2020	Center for Disease Detection, LLC	391.00
39977	4/16/2020	Central Alarm Incorporated	672.00
39978	4/16/2020	CenturyLink Communications	1,654.49
39979	4/16/2020	CenturyLink Communications	68.76
39980	4/16/2020	CenturyLink Communications	1,124.42
39981	4/16/2020	Cintas Corporation No. 445	247.40
39982	4/16/2020	City of Bisbee	7,446.51
39983	4/16/2020	City of Sierra Vista	1,006.39
39984	4/16/2020	Cloud, Shelly R.	250.00
39985	4/16/2020	Cochise County Farmers Association	1,249.55
39986	4/16/2020	Cochise Lock and Safe, Inc.	5,792.25
39987	4/16/2020	Cochise Lock and Safe, Inc.	426.34
39988	4/16/2020	Cochise Motorsports Inc.	42,839.00
39989	4/16/2020	Community Bridges, Inc.	13,650.00
39990	4/16/2020	Copper Queen Community Hospital	1,738.53
39991	4/16/2020	CRM of America LLC	7,357.50
39992	4/16/2020	Culligan of Tucson	747.78
39993	4/16/2020	CureMD.com, Inc.	305.00
39994	4/16/2020	David M Waterman dba Law Offices of David Waterman	2,200.00
39995	4/16/2020	Diagnostic Pathology Consultants PC	206.60
39996	4/16/2020	DLT Solutions, LLC	3,519.45
39997	4/16/2020	Eaton Corporation	4,684.68
39998	4/16/2020	Election Systems & Software LLC	232.85

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
39999	4/16/2020	Empire Southwest LLC	1,504.64
40000	4/16/2020	Federal Express Corporation	24.50
40001	4/16/2020	Fry Fire District	1,047.17
40002	4/16/2020	Goserco, Inc.	28,700.45
40003	4/16/2020	Griffith, David Bruce	6,245.00
40004	4/16/2020	Griffith, John W	1,000.00
40005	4/16/2020	Hardt, Candace Joann	21.60
40006	4/16/2020	Healthcare Innovations, Inc.	1,663.48
40007	4/16/2020	Hill Brothers Chemical Co.	1,397.20
40008	4/16/2020	Hodges Glass Co Inc	986.40
40009	4/16/2020	Honeman, Van G.	1,089.50
40010	4/16/2020	International Chemtex Corporation	737.00
40011	4/16/2020	John William Lovell, PC	7,144.20
40012	4/16/2020	Johnson, Tiffany Marie Sanzon	122.96
40013	4/16/2020	JWS Web Design LLC	375.00
40014	4/16/2020	KE&G Construction Inc.	50,398.58
40015	4/16/2020	Kelly, Peter A.	10,800.43
40016	4/16/2020	Law Office of Joan M Sacramento	1,500.00
40017	4/16/2020	Lawley Motors LLC	1,651.76
40018	4/16/2020	Logicalis, Inc.	20,519.74
40019	4/16/2020	Long, Jerrod D. DDS	729.00
40020	4/16/2020	Lowell A. Jensen, PLC	1,100.00
40021	4/16/2020	Mack's Auto Parts Inc	7,194.05
40022	4/16/2020	Martinez, Sergio I. Ph.D., LLC	2,975.00
40023	4/16/2020	Mason, Barbara Jean	35.38
40024	4/16/2020	McCook Boiler & Pump Company	2,588.00
40025	4/16/2020	McGowan, Mark J.	12,000.00
40026	4/16/2020	Merle's Automotive Supply	1,351.69
40027	4/16/2020	Mindful Lactation	888.00
40028	4/16/2020	Monroe Systems For Business Inc.	234.85

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40029	4/16/2020	Moody Enterprises Inc	204.00
40030	4/16/2020	Morgan, J. Michael Ph. D.	295.00
40031	4/16/2020	NI Government Services Inc	221.18
40032	4/16/2020	Northern Cochise Community Hospital, Inc.	648.29
40033	4/16/2020	Nyander, Penny Sue	717.50
40034	4/16/2020	OverDrive, Inc.	1,367.27
40035	4/16/2020	Prudential Overall Supply	605.20
40036	4/16/2020	Riggs, Karen C.	1,320.00
40037	4/16/2020	Robert J. Zohlmann, Esq.	916.95
40038	4/16/2020	Rothbauer, Donna Jo	100.00
40039	4/16/2020	Rothrock Investigations, LLC	288.42
40040	4/16/2020	RWC Group	10,633.13
40041	4/16/2020	RWC Group	298.00
40042	4/16/2020	Sahuaro Trophy Co.	500.18
40043	4/16/2020	Schiff, Laurence	2,800.00
40044	4/16/2020	Schlesinger, Aaron	325.00
40045	4/16/2020	Schlievert, Scott W.	120.00
40046	4/16/2020	Securus Technologies, Inc	2,553.73
40047	4/16/2020	Senergy Petroleum LLC	8,445.24
40048	4/16/2020	Senergy Petroleum LLC	14,236.16
40049	4/16/2020	Sierra Vista Medical Group	109.75
40050	4/16/2020	Sierra Vista NAPA	419.34
40051	4/16/2020	Southeast Arizona Legal Support (SEALS)	11,797.50
40052	4/16/2020	Southwest Gas Corporation	10,248.19
40053	4/16/2020	Southwestern Scale Company, Inc.	3,392.02
40054	4/16/2020	Stantec Consulting Services, Inc.	5,051.00
40055	4/16/2020	Stericycle Inc.	1,597.08
40056	4/16/2020	Streitfeld, Stephen V. MD PC	1,500.00
40057	4/16/2020	Sulphur Springs Valley Electric Cooperative, Inc.	1,641.12
40058	4/16/2020	Sulphur Springs Valley Electric Cooperative, Inc.	14,290.79

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40059	4/16/2020	The Bisbee Observer LLC	189.25
40060	4/16/2020	The Law Offices of Harriette P Levitt, PLLC	1,546.11
40061	4/16/2020	The Oschmann Organization, Inc , dbaOschmann Employee Scre	35.00
40062	4/16/2020	The W Law Firm PLLC	10,741.00
40063	4/16/2020	The Walden Group	1,000.00
40064	4/16/2020	Thomson West	289.74
40065	4/16/2020	Thomson West	3,731.57
40066	4/16/2020	Those Guys Auto	254.80
40067	4/16/2020	Titan Machinery Inc.	25.67
40068	4/16/2020	Tyler Technologies, Inc.	13,170.97
40069	4/16/2020	UniFirst Corporation	153.28
40070	4/16/2020	United States Department of the Interior	14,900.00
40071	4/16/2020	USDA, Animal & Plant Health Inspection	8,288.05
40072	4/16/2020	Valley Telephone Cooperative, Inc.	263.32
40073	4/16/2020	Verizon Wireless	12,723.34
40074	4/16/2020	Vulcan Materials	4,706.75
40075	4/16/2020	W W Grainger Inc	486.28
40076	4/16/2020	W. R. Ryan Company	1,433.07
40077	4/16/2020	Watson Chevrolet Inc	1,872.79
40078	4/16/2020	Waxie Sanitary Supply	527.05
40079	4/16/2020	West Coast Plastics	2,367.00
40080	4/16/2020	WEST Consultants, Inc.	10,763.73
40081	4/16/2020	Westlawn Chapel & Mortuary	1,006.50
40082	4/16/2020	Whetstone Water Improvement District	67.90
40083	4/16/2020	Wick Communications	46.25
40084	4/16/2020	Wick Communications	933.17
40085	4/16/2020	WilliamsRDM, Inc.	8,996.20
40086	4/16/2020	Arizona Department of Health Services	111,832.14
40087	4/16/2020	Mule Mountain Users Association	250.00
40088	4/16/2020	Trachtman, Sean	2,625.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40089	4/16/2020	BOWSER , MELISSA	500.00
40090	4/16/2020	Grajeda, Edward	75.00
40091	4/16/2020	HUACHUCA CITY MUNICIPAL COURT	188.50
40092	4/16/2020	MADRID , KELSY	1,500.00
40093	4/16/2020	MARQUEZ , HECTOR	20.00
40094	4/16/2020	Mccraney, Alton	14.50
40095	4/16/2020	Montano, Raul	100.00
40096	4/16/2020	NAVARRO CAMACHO , ABIGAIL	50.00
40097	4/16/2020	Safeway Loss Prevention	20.00
40098	4/16/2020	SCOTT , JVONTE	1,500.00
40099	4/16/2020	TRAVELERS HOME & MARINE INS. CO.	35.50
40100	4/16/2020	VILLALOBOS , ERICA	35.60
40101	4/16/2020	Walmart	180.16
40102	4/16/2020	Yareeda , Venkata Sai Teja	1,000.00
TOTAL			1,265,099.31

Public Hearings 4.
Development Services

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020
Rezoning Z-20-05 (Moreno), Request to rezone 16 acres from R-36 to RU-4
Submitted By: Dan Coxworth, Development Services
Department: Development Services
Presentation: PowerPoint **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1
NAME of PRESENTER: Daniel Coxworth **TITLE of PRESENTER:** Director
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**
Docket Number (If applicable): Z-20-05 (Moreno)

Information

Agenda Item Text:

Adopt Zoning Ordinance 20-07 to rezone 16 acres in the Babocomari from R-36 (Residential, minimum 36,000 square feet) to RU-4 (Rural, minimum 4 acres), pursuant to the application of Maria Moreno.

Background:

The applicant seeks to rezone a 16-acre parcel from R-36 (Residential; one dwelling per 36,000-square feet) to RU-4 (Rural; one dwelling per four-acres). The parcel was conditionally rezoned from RU-4 to TR-36 in 2006, to subdivide the property. The conditions have not been met, and the Applicants seek to revert the zoning to RU-4.

Department's Next Steps (if approved):

Update zoning map.

Impact of NOT Approving/Alternatives:

The property would not be developable, unless a subdivision plat was submitted and approved.

To BOS Staff: Document Disposition/Follow-Up:

Sign and record the ordinance, and return to Development Services.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Staff Memo

Staff Presentation

Zoning Ordinance



COCHISE COUNTY DEVELOPMENT SERVICES

Public Programs Personal Service

MEMORANDUM

TO: Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Dan Coxworth, Director
SUBJECT: Docket Z-20-05 (Moreno)
DATE: April 21, 2020

APPLICATION FOR A REZONING

The applicant seeks to rezone a 16-acre parcel from R-36 (Residential; one dwelling per 36,000-square feet) to RU-4 (Rural; one dwelling per four-acres). The parcel was conditionally rezoned from RU-4 to TR-36 in 2006, to subdivide the property. The conditions have not been met, and the Applicants seek to revert the zoning to RU-4. The Department notified the property owner of the conditional rezoning when the applicant applied for the Minor Land Division Permit to split the property into four parcels. The property (Parcel #106-15-020N) is located in the Babocomari Area Plan north of Huachuca City, AZ. The Applicant is Maria Moreno.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Size: 16 Acres
Current Zoning: R-36 (Residential, 1-dwelling per 36,000-square feet)
Growth Area: Category B (Community Growth Area)
Area Plan: *Babocomari Area Plan*
Comprehensive Plan Designation: Low Density Residential
Existing Uses: Vacant Land
Proposed Uses: None

Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
North	R-36 - Conditional	Vacant Land
South	R-36 – Conditional, RU-4	Vacant Land
East	RU-2 - Conditional	Vacant Land
West	R-36 – Conditional, RU-4	Single Family Residence

II. PARCEL HISTORY

In 2006, a previous owner of the property applied for a rezoning from RU-4 to TR-36 and was granted Conditional Approval (Docket Z-06-04). One of the Conditions of Approval, as required by the adopted *Babocomari Area Plan* (2006), indicates that any rezoning to a higher density to facilitate residential development must proceed under the County's subdivision process. To date, no subdivision process has begun on the subject parcel. The current owner and applicant recently acquired the property. The Department notified the property owner of the conditional zoning when the property owner applied for a Minor Land Division Permit to split the property into four 4-acre parcels.



III. NATURE OF REQUEST

Due to the current conditional zoning that restricts residential development to the County's subdivision process, staff cannot issue permits for any construction beyond repair or agricultural uses. The applicant is requesting that the conditional zoning be reverted to RU-4. This type of rezoning request is often referred to as "downzoning" because if granted, the minimum lot size would increase from 36,000 sq.-ft. minimum lots to a four-acre minimum lot size.

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

The subject property lies within a Category “B”– Community Growth Area and is considered a “Low-Density Residential” land use designation area per the Babocomari Area Plan. RU-4 zoning is permitted in the Category “B,” “Low-Density Residential” areas, so this request to rezone to RU-4 complies with the Babocomari Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Eight of the criteria apply to this request, which, as submitted, complies with all of the eight relevant factors.

1. Provides an Adequate Land Use/Concept Plan Not Applicable.

The applicant has no current plans for the property.

2. Compliance with the Applicable Site Development Standards—Complies.

As noted above, the 16-acre parcel is undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcel to be developed.

3. Adjacent Districts Remain Capable of Development – Complies.

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses—Complies.

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development –Complies.

There is precedent for RU-4 zoning in the immediate area. A significant portion of the Babocomari area retains RU-4 zoning.

6. Rezoning to More Intense Districts—Not Applicable.

As indicated, this request is for a downzoning, which in this case, would reduce the permitted density.

7. Adequate Services and Infrastructure – Not Applicable.

As this request is for a downzoning, this factor does not apply.

8. Traffic Circulation Criteria – Complies.

Because this request is to reduce density, rezoning from R-36 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets Not Applicable.

The area is not served by roads within the County Maintenance System.

10. Infill—Not Applicable.

This factor applies only for rezoning requests to General Business, Light Industry, or Heavy Industry.

11. Unique Topographic Features Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation Complies.

As this proposed downzoning would reduce permitted maximum density, potential water usage would also likely decrease.

13. Public Input Complies.

As this is a downzoning request, the applicant was not required to complete a Citizen Review. Staff published a legal notice and notified neighboring property owners within 300-feet of the property and received one letter in support.

14. Hazardous Materials Not Applicable.

No hazardous materials are proposed as part of this request.

15. Compliance with Area Plan - Complies

The subject property lies within a Category “B”– Community Growth Area and is considered a “Low-Density Residential” land use designation area per the Babocomari Area Plan. The Neighborhood Conservation designation is intended to create neighborhoods with lots of one-acre or more. This request would comply by creating a minimum lot size of four-acres per dwelling.

V. SUMMARY

The rezoning (“downzoning”) request is for a parcel of 16-acres in the Babocomari. This request would eliminate a conditional rezoning that was approved 13 years ago, contingent on the approval of a Subdivision Plat.

All current development is occurring on parcels zoned RU-4. The Babocomari Area Plan designates the site for Low-Density Residential. This designation essentially constitutes a recommendation on the part of the Area Plan for a rezoning to a lower-density zoning district, constituting a major Factor in Favor of Approval. A rezoning to the RU-4 district would, therefore, reflect the policies of the Plan, and would better reflect the character of the surrounding neighborhood.

Staff’s recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of development in the area;
2. The *Babocomari Area Plan* and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. The request would remove the conditional zoning and permit the owner to develop the property.
4. One letter in support

Factors Against Approval

None

VI. RECOMMENDATION

The **Planning & Zoning Commission** voted 6 – 0 at their regular meeting on April 8, 2020, to recommend **approval**.

Based on the Factors in Favor of Approval, staff recommends **approval** of Docket Z-20-05, subject to the following standard Condition:

1. The applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors' approval of the rezoning.

VII. ATTACHMENTS

- A. Notification Map
- B. Rezoning Application

COCHISE COUNTY

Z-20-05 (Moreno)

A request to rezone from R-36 to RU-4

Board of Supervisors

April 21, 2020



Public Programs...Personal Service

COCHISE COUNTY

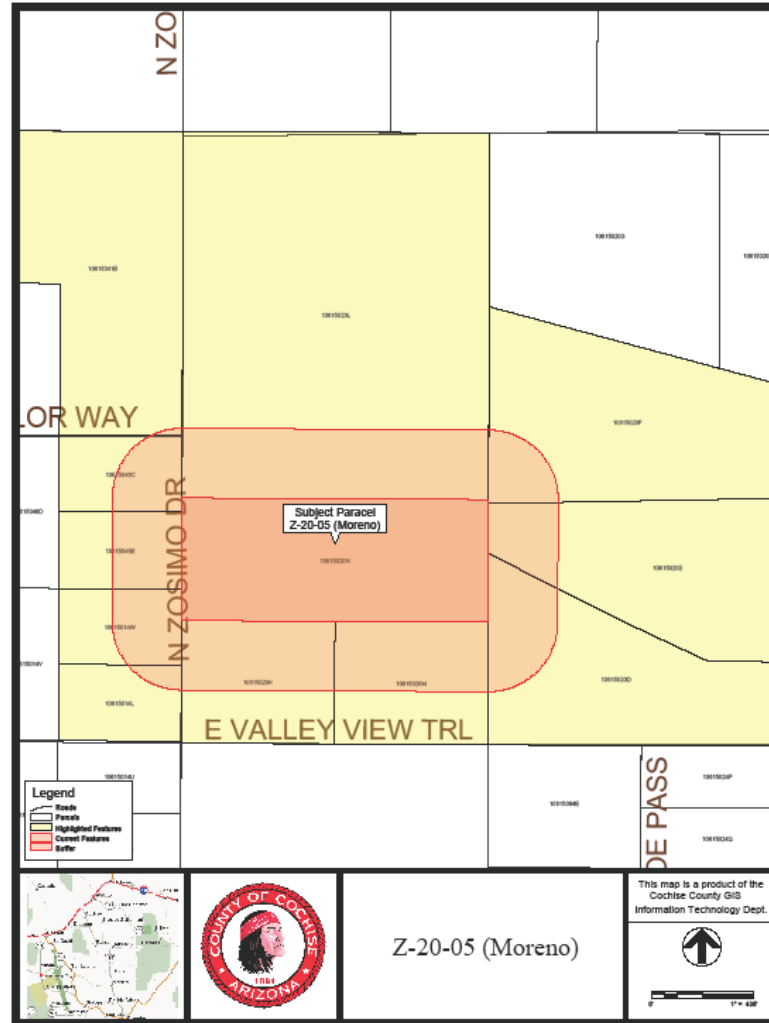
Docket Z-20-05 (Moreno)

- The Applicants are requesting rezoning from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres)
- 16 acre parcel, 106-15-020N is located east of Zosimo Drive in the Babocamari.
- Conditionally rezoned in 2006 to R-36 requiring a subdivision plat for permit issuance of a single-family home



COCHISE COUNTY

Location Map:



© 2008-2010 Cochise County GIS

This document is a graphic representation of our working records. Please report any errors or corrections to Cochise County GIS.



COCHISE COUNTY

Aerial Photo:



COCHISE COUNTY

Factors in Favor and Against Approving the Rezoning:

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of development in the area;
2. The Babocomari Area Plan and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density;
3. The request would remove the conditional zoning and permit the owner to develop the property; and
4. One letter in support.

Factors Against Approval

None



COCHISE COUNTY

The **Planning & Zoning Commission** voted 6 – 0 at their regular meeting on April 8, 2020, to recommend to the Board of Supervisors **approval** of docket Z-20-05 (Moreno).

Based on the factors in favor of approval, staff recommends
Conditional Approval of the Rezoning request, subject to the following
Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and

Sample Motion: Mr. Chair, I move to approve docket Z-20-05 with condition.



Public Programs...Personal Service

ZONING ORDINANCE 20-___

**REVERTING CERTAIN ZONING DISTRICT BOUNDARIES FROM
R-36 TO RU-4, PURSUANT TO THE APPLICATION OF
MARIA MORENO**

WHEREAS, Arizona Revised Statutes (“A.R.S.”) § 11-814 allows property owners, or their authorized agent, to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

WHEREAS, the Cochise County Board of Supervisors (the “Board”) recognizes that zoning amendments can affect land use patterns and therefore, warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, in 2006, Tax Parcel 106-15-020N was granted a conditional rezoning from RU-4 to R-36 to facilitate a residential subdivision; and

WHEREAS, the conditions of the rezoning were never completed (including the submission of a subdivision plat); and

WHEREAS, Maria Moreno (the “Applicant”), subsequently acquired Tax Parcel 106-15-020N and does not wish to pursue the proposed subdivision and therefore, and wants to revert the zoning to RU-4; and

WHEREAS, pursuant to A.R.S. § 11-814, the Board can revert zoning, if the property has not been improved for the use for which it was conditionally approved; and

WHEREAS, the requested zoning district represents a reduction in density; and

WHEREAS, the requested zoning district is harmonious with the surrounding zoning districts; and

WHEREAS, the Board promotes effective, early and continuous public participation by citizens; and

WHEREAS, the Board held a duly noticed public hearing on the reversion of the zoning of Parcel 106-15-020N, as requested by the Applicant.

NOW, THEREFORE, BE IT RESOLVED that the zoning of Tax Parcel 106-15-20N is reverted from R-36 to RU-4. The property is located in the Babocomari Land Grant in Huachuca City, AZ. The property is further described as being in Township 20 South, Range 20 East of the G&SRB&M in Cochise County, Arizona. The Board approves Docket Z-20-05, subject to the following condition:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form, arising from A.R.S. § 12-1134, signed by the property owner of the subject property within thirty (30) days of Board's approval of the rezoning;

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 21st day of April 2020.

Thomas E. Borer, Chair
Cochise County Board of Supervisors

ATTEST:

Kim Lemons, CPCC
Clerk of the Board

APPROVED AS TO FORM:

Christine J. Roberts 4/10/2020

Christine J. Roberts, Esq.
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020

Rezoning request Z-20-04 (Seal) to rezone 5 acres from R-36 to RU-4

Submitted By: Dan Coxworth, Development Services

Department: Development Services

Presentation: PowerPoint **Recommendation:** Approve

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

NAME of PRESENTER: Daniel Coxworth **TITLE of PRESENTER:** Director

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

Docket Number (If applicable): Z-20-04 (Seal)

Information

Agenda Item Text:

Adopt Zoning Ordinance 20-08 to rezone 5 acres in Sun Sites Ranches subdivision from R-36 (Residential, minimum 36,000 square feet) to RU-4 (Rural, minimum 4 acres), pursuant to the application of Larry Seal.

Background:

The subject parcel, APN 401-37-105A, is located in the antiquated pre-1976 subdivision Sun Site Ranches located north of Elfrida and east of Highway 191.

Department's Next Steps (if approved):

Amend the official zoning map of Cochise County.

Impact of NOT Approving/Alternatives:

None. The property may be developed with current zoning.

To BOS Staff: Document Disposition/Follow-Up:

Sign and record the ordinance and return to Development Services.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Staff Memo



Cochise County Development Services

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

MEMORANDUM

TO: Board of Supervisors
THROUGH: Ed Gilligan, County Administrator
FROM: Daniel Coxworth, AICP, Development Services Director
SUBJECT: Docket Z-20-04 (Seal)
DATE: April 21, 2020

APPLICATION FOR A REZONING

The applicant is requesting a rezoning (downzoning) from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres). The parcel is 5 acres.

The subject parcel, APN 401-37-105A, is located in the antiquated pre-1976 subdivision Sun Site Ranches located north of Elfrida and east of Highway 191. It is further described as being situated in Section 30 of Township 19 South, Range 27 East of the G&SRB&M, in Cochise County, Arizona. The Applicants is Larry Seal II.

DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 5 acres
Current Zoning: R-36 (Residential; one dwelling per 36,000 square feet)
Proposed Zoning: RU-4 (Rural; one dwelling per 4 acres)
Growth Area: D – Rural Areas
Existing Uses: Vacant property
Proposed Uses: Off-Grid Single Family Home

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	R-36	Vacant land
South	R-36	Vacant land
East	R-36	Vacant land
West	R-36	Vacant land

PARCEL HISTORY

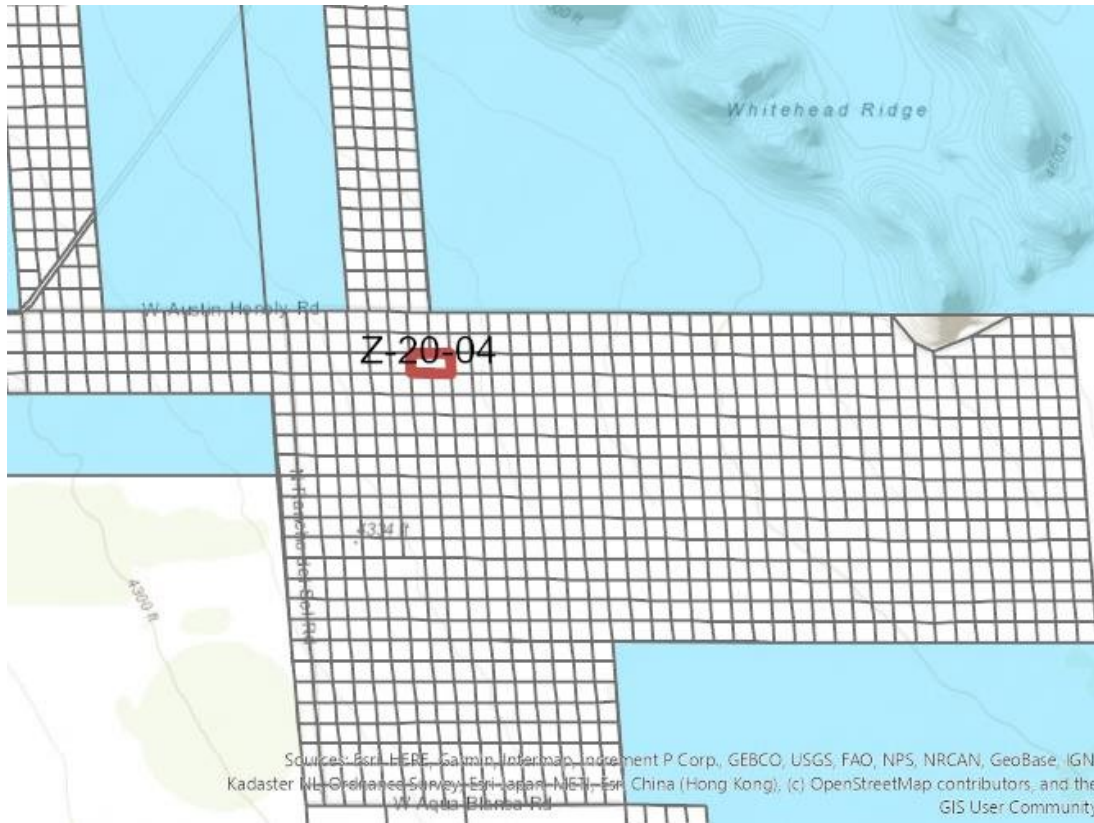
Combined two 2.5 acre parcels into one 5 acre parcel.

NATURE OF REQUEST

The applicant is requesting to amend the zoning of their parcels from R-36 to RU-4. The applicant is a licensed contractor in Virginia and desires to build an off-grid single-family home and accessory structures.

The area is mostly vacant. The property is located in a pre-1976 subdivision, commonly referred to as an antiquated subdivision without the requirement for improved roads and the adequate infrastructure that would be required today in a platted subdivision. Most property owners in the area live out of state, and per phone discussions, many have never visited their property. The nearest residence is located over ½ mile to the south.

Down zoning will not have any negative impacts on the surrounding vacant properties.



ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category “D” Rural Area. The rezoning is located in a remote rural area. The Comprehensive Plan allows for downzoning’s to RU-4.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Ten of the criteria apply to this request. Seven criteria are met as presented, two are met with conditions, and one does not comply.

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

The parcel would be eligible for the full range of allowed Principal, Accessory, and Special Uses per Article 6 of the Zoning Regulations. The Rezoning to RU-4 is to let the applicant build an off-grid home using the opt-out permit. The RU designation does permit manufactured homes, which is also allowed in the current R-36 zoning.

2. Compliance with Applicable Site Development Standards: Complies

There are no constraints on the property and adequate room for the applicant to meet the development standards (setbacks, height, etc.), which will be verified at permit submittal.

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The parcel is located in a rural area no no other development within half a mile.

6. Rezoning to More Intense Districts: Not Applicable

This request is for a downzoning, which in this case, would reduce the permitted density.

7. Adequate Services and Infrastructure: Complies

The parcel and the existing road network support the necessary infrastructure to develop the parcel under the guidelines for the RU-4 zoning designation.

8. Traffic Circulation Criteria: Complies

This rezoning request will not alter the layout or function of the existing roadway network and will not require right-of-way dedication or off-site improvements. Rezoning from R-36 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets: Not Applicable

This parcel does not take access off a Major roadway, or a County maintained road.

10. Infill: Not Applicable

This factor applies only for rezoning requests to General Business, Light Industry, or Heavy Industry.



11. Unique Topographic Features: Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation: Complies

As this proposed downzoning would reduce permitted maximum density, potential water usage could decrease.

13. Public Input: Complies

As a downzoning, the applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within one mile of the subject property. Staff posted the property and published a legal notice in the Herald/Review. Numerous responses in support and a few in opposition were received.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Not Applicable

The property is not located within an Area Plan adopted by the County.

SUMMARY AND CONCLUSION

The request is for a downzoning, from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres) on a 5-acre site. At this time, the area is characterized by open expanses and agriculture.

Factors in Favor of Approval

1. The request complies with nine of the applicable Rezoning factors used by Staff to analyze this request;
2. With the recommended Conditions the request would be in keeping with the character of the existing development in the area;
3. Numerous letters in support

Factors Against Approval

1. Letters in opposition

RECOMMENDATION

The Planning and Zoning Commission voted 5 – 1 to recommend approval of docket Z-20-04 (Seal) at their regular scheduled meeting on April 8, 2020

Based on the factors in favor of approval, Staff recommends forwarding the request for rezoning, from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres) on one parcel totaling 5 acres to the Board of Supervisors with a recommendation of approval, subject to the following conditions:

1. The applicant shall provide the County with a signed Acceptance of Conditions, and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the applicant's responsibility to obtain any additional permits or meet any additional conditions that may apply to the proposed use pursuant to other federal, state, or local laws or regulations.

COCHISE COUNTY

Z-20-04 (Seal)

A request to rezone from R-36 to RU-4

Board of Supervisors

April 21, 2020



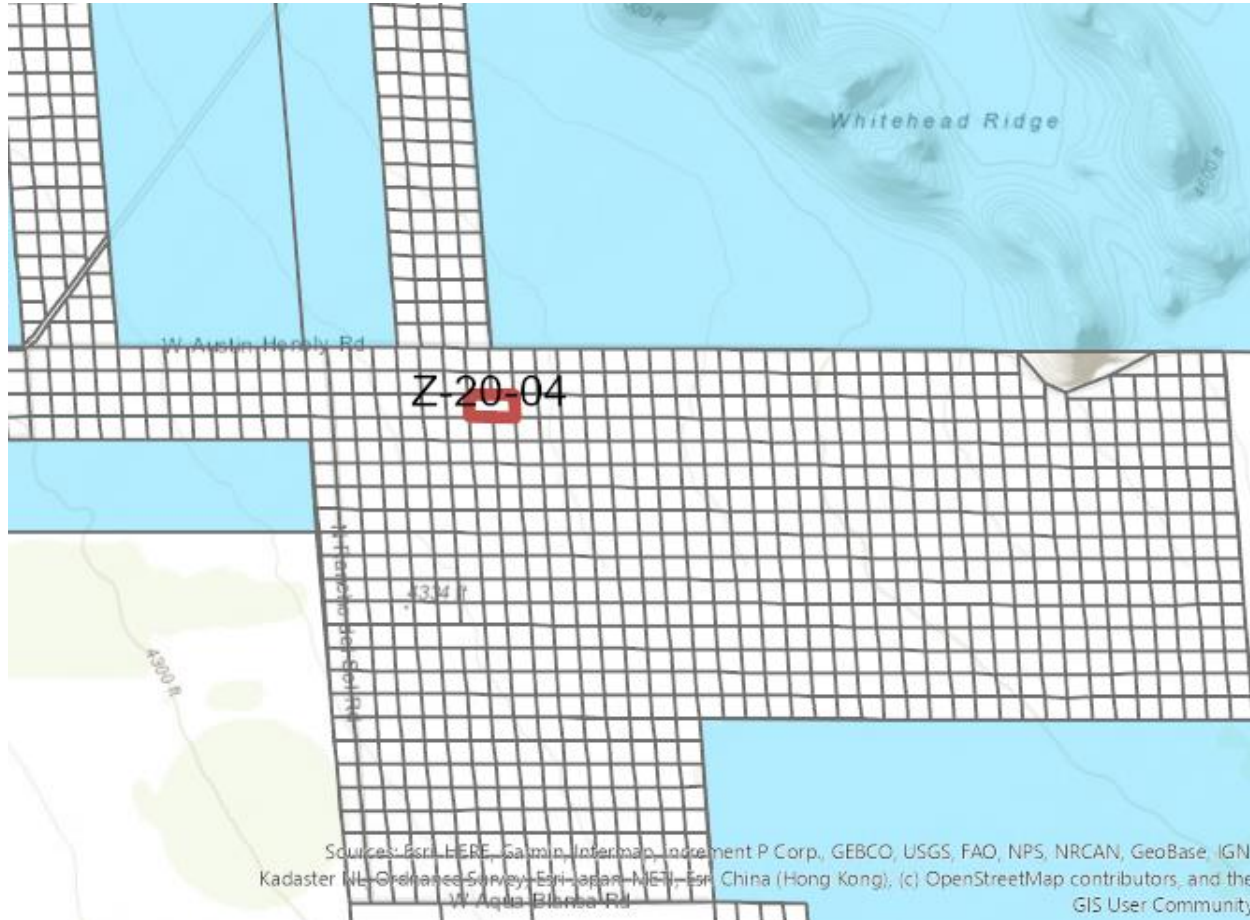
Public Programs...Personal Service

COCHISE COUNTY

- The Applicant is requesting a rezoning (downzoning) from R-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres)
- Parcel 401-34-105A is located north of Elfrida and east of Hwy 191 in the pre-1976 subdivision Sun Site Ranches.
- 5 acres
- Proposed use of the property is an off-grid home and accessory structures.
- The Applicant is Larry Seal



COCHISE COUNTY



COCHISE COUNTY

Factors in Favor and Against Approving the Rezoning:

Factors in Favor of Approval

1. The request complies with nine of the applicable Rezoning factors used by Staff to analyze this request;
2. With the recommended Conditions the request would be in keeping with the character of the area;
3. Numerous letters in support.

Factors Against Approval

1. Letters in opposition



COCHISE COUNTY

Discussion



COCHISE COUNTY

The Planning and Zoning Commission recommended 5 -1 approval of docket Z-20-04 (Seal) at their regular meeting on April 8, 2020

Staff recommends approval with the following conditions:

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



Public Programs...Personal Service

COCHISE COUNTY

Sample Motion:

Mr. Chair, I move to recommend approval to the Board of Supervisors docket Z-20-04 (Seal) with conditions



Public Programs...Personal Service

ZONING ORDINANCE 20-___

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES
FROM R-36 TO RU-4, PURSUANT TO THE APPLICATION OF
LARRY SEAL**

WHEREAS, Arizona Revised Statutes (“A.R.S.”) § 11-814 allows property owners, or their authorized agent, to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

WHEREAS, the Cochise County Board of Supervisors (the “Board of Supervisors”) recognizes that zoning amendments can affect land use patterns and therefore, warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, Tax Parcel 401-37-105A is zoned as R-36, and was never developed in accordance with the R-36 Zoning District; and

WHEREAS, Larry Seal (the “Applicant”) wishes to bring the Zoning into compliance with the actual development pattern and to amend the Zoning to RU-4; and

WHEREAS, the requested zoning district represents a reduction in density in accordance with the Comprehensive Plan; and

WHEREAS, the requested zoning district is harmonious with the surrounding zoning districts; and

WHEREAS, the Board of Supervisors promotes effective, early and continuous public participation by citizens; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by the Applicants; and

WHEREAS, the Board of Supervisors conditionally approved the request for a change in the Zoning District boundaries.

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Zoning District Boundaries shall be amended as follows:

The zoning classifications for Tax Parcel 401-37-105A is changed from R-36 to RU-4. The subject parcel is located in the Sun Site Ranches subdivision. It is further described as being situated in Section 30 of Township 19 South, Range 27 East of the G&SRB&M, in Cochise County, Arizona.

The Board of Supervisors approves Docket Z-20-04, subject to the following conditions of approval:

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 21st day of April 2020.

Thomas E. Borer, Chair
Cochise County Board of Supervisors

ATTEST:

Kim Lemons, CPCC
Clerk of the Board

APPROVED AS TO FORM:

Christine J. Roberts 4/10/2020

Christine J. Roberts, Esq.
Chief Civil Deputy County Attorney

Action 6.
County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020
Approve Grant Agreement - ADRS XML Automation Project

Submitted By: Susana Stark, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS 3
Submitted for Signature:

NAME Brian M. McIntyre
of PRESENTER:

TITLE County Attorney
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

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

Information

Agenda Item Text:

Approve the ADRS XML Automation Project, ACJC Grant No. AAP-20-001, in the amount of \$150,000, effective May 1, 2020 through December 31, 2020.

Background:

The automation project will fund the complete migration of all electronic cases to the Prosecutor by Karpel system. This case management system is compatible with the courts and the JP court systems.

The amount awarded for this project is \$150,000.00, with a county subsidy of \$15,465.00. We are requesting the match to be paid out of General Fund.

Department's Next Steps (if approved):

Obtain certified copies of the Board Minutes and forward to ACJC with the signed agreements.

Impact of NOT Approving/Alternatives:

By not approving this grant, the County would eventually need to fund the project of upgrading the case management system at a later date. The Arizona Criminal Justice System will likely require this migration at some point, and may be unable to assist with a grant at that time.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return signed Agreements to CAO. Send a certified copy of the Board Minutes approving the Grant Agreement, as soon as it is available, to CAO.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Approval Form

ADRS XML Automation Project Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.



ARIZONA CRIMINAL JUSTICE COMMISSION
ADRS XML AUTOMATION PROJECT
GRANT AGREEMENT

ACJC Grant Number AAP-20-001
State Funded Grant Program

This Grant Agreement is made this 1ST day of May, 2020, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and STATE OF ARIZONA, through COCHISE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on May 1, 2020 and terminate on December 31, 2020. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Cochise County Attorney's Office
 150 Quality Hill Road
 PO Drawer CA
 Bisbee, AZ 85603
Attn: Honorable Brian McIntyre

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, GRANTEE may make budget adjustments among approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	Not Approved
Fringe Benefits (for salaries/overtime)	Not Approved
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	150,000.00
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	
Operating Expenses:	Not Approved
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$150,000.00
Contractual Services: Karpel Case Management Solution	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$150,000.00 in state funds.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
11. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
13. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
14. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties*
<https://www.azauditor.gov/sites/default/files/UAMAC.pdf>
15. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
16. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

FINANCIAL REPORTS

Report Period:	Due Date:	Report Period:	Due Date:
January 1 – January 31	February 15	July 1 – July 31	August 15
February 1 – February 29	March 15	August 1 – August 31	September 15
March 1 – March 31	April 15	September 1 – September 30	October 15
April 1 – April 30	May 15	October 1 – October 31	November 15
May 1 – May 31	June 15	November 1 – November 30	December 15
June 1 – June 30	July 15	December 1 – December 31	January 15

More frequent reports may be required for GRANTEES who are considered high risk.

17. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.
18. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
19. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
20. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
21. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
22. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
23. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
24. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
25. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
26. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
27. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good

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- faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
- II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
28. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
29. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
30. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
31. 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. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
32. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:
- Contractor shall defend, indemnify, and hold harmless the GRANTEE 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
33. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
 34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
 35. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
 36. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
 37. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
 38. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
 39. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In

- the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
40. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
Link: <http://azcjc.gov/grants>
 41. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
 42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <http://niem.github.io/reference/specifications/>
 43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
 44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
 45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
 46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
 47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

48. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
49. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
50. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
51. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
ADRS XML AUTOMATION PROJECT
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made. **All Grants**
2. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
3. Grant funds shall be used in accordance to the goal of the ADRS Automation Project, which is to develop and implement a data exchange system to allow the electronic transfer and submission of criminal history record information to the Arizona Computerized Criminal History Repository within 24 hours
4. GRANTEE will adhere to the following timeline and deliverables:

<u>Deadline</u>	<u>Tasks and deliverables</u>
May 19,2020 (Days out:120)	Final Contract signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.
June 8,20202	Workstation assessment completed and any necessary hardware or software ordered to meet PbK installation prerequisites.
June 18, 2020	Online pre-implementation meeting with project manager and system administrators. PbK Overview with the first data conversion complete. Project Team is selected including Karpel Staff and Customer System Administrators. (One customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PbK pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.
June 28,2020	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments and finalize pre-implementation meeting timeline agreement.
July 18,2020	First Data Conversion Webinar is reviewed on Karpel servers along with the PbK pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained, and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Applicable interfaces are reviewed and analyzed to define testing procedures.
August 2, 2020	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.

August 2, 2020	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.
August 7, 2020	Online document template conversion review - customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.
August 12, 2020	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.
August 12, 2020	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.
August 17, 2020	Onsite Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed document templates and workflow configuration. Agency will re-validate the accuracy of Clients, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable. At this point data conversion will be repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets.
August 26, 2020	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.
September 2, 2020	Complete installation and testing of all workstations by Karpel or local IT support.
September 9, 2020	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.
September 11, 2020	Karpel trainers arrive at the Training Room. Final configuration of PbK is reviewed with all system administrators present. User training begins with first two groups of users on preliminary data conversion.
September 13, 2020 (Days out:3)	Final Legacy Data received by Karpel.
October 5, 2020 GO LIVE DATE	Final Data Conversion is loaded. User training continues with remaining office staff (group training). Customer begins using PbK in a live state.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory	Date
----------------------	------

Printed Name and Title

Additional signature(s) if required by political subdivision	Date
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Printed Name and Title	Date
------------------------	------

ATTEST:

Clerk	Date
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Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

<i>Christine J. Roberts</i>	April 9, 2020
Legal counsel for GRANTEE	Date

Christine J. Roberts, Chief Civil Deputy, Cochise County Attorney's Office

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Arizona Revised Statutes, Section 11-251

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director Arizona Criminal Justice Commission	Date
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Revised 8/3/2016



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

Exhibit "A" Continued

Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.

- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Employers' Liability

	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

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

Additional Insurance Requirements:

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

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

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

Verification of Coverage:

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

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. 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 Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

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

Approval and Modifications:

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

Exceptions:

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

Action 7.
County Schools

Regular Board of Supervisors Meeting

Meeting Date:	04/21/2020		
IGA for Juvenile Detention Center and School Superintendent's Office			
Submitted By:	Kimberly Madden, County Schools		
Department:	County Schools		
Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature Required	# of ORIGINALS Submitted for Signature:	3
NAME of PRESENTER:	Jacqui Clay	TITLE of PRESENTER:	Cochise County School Superintendent
Mandated Function?:	Federal or State Mandate	Source of Mandate or Basis for Support?:	15-913

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) between the Superior Court and the County School Superintendent, for Educational Services at the Juvenile Detention Center, effective July 1, 2020 through June 30, 2022.

Background:

The COURT has been responsible for the education program at the Juvenile Detention Center. This IGA will transfer that responsibility back the SUPERINTENDENT. The purpose of this Agreement is to establish the terms and conditions under which the COURT and SUPERINTENDENT shall work in cooperation to develop and deliver educational programs in the Cochise County Juvenile Detention Center which comply with statutory and regulatory requirements. This Agreement sets forth the responsibilities of the parties as relates to the co-location of Cochise County School Superintendent employees (up to three employees) and the education services to be provided at the juvenile detention center and to address legal and administrative matters among the parties.

Department's Next Steps (if approved):

The SUPERINTENDENT shall work in cooperation with the COURT and shall agree on the method and delivery of the juvenile detention center education program, pursuant to A.R.S.§15-913.
The SUPERINTENDENT shall be responsible for all financial claim submissions, budgeting and reporting requirements necessary to fulfill the purpose and mission of the juvenile detention education center.
The SUPERINTENDENT shall work in cooperation with the COURT pursuant to the SUPERINTENDENT's statutory obligation to develop and deliver programs which comply with Arizona Department of Education K-12 Academic Standards and other related academic programs.

Impact of NOT Approving/Alternatives:

The COURT would retain the responsibility of the education services provided at the Juvenile Detention Center.

To BOS Staff: Document Disposition/Follow-Up:

Please sign THREE originals and forward ONE to the COURT and ONE to the SUPERINTENDENT.

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: 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):

The Juvenile Detention Education Program is funded by the following grants:

Title I-D

Title II-A

IDEA Basic

Juvenile Crime Reduction Fund (JCRF) - GED program

There will be no change, fiscally, to how the program currently functions.

Attachments

IGA Courts & Superintendent

INTERGOVERNMENTAL AGREEMENT
between
COCHISE COUNTY SUPERIOR COURT
on behalf of its JUVENILE DETENTION CENTER
and the
COCHISE COUNTY BOARD OF SUPERVISORS
on behalf of
COCHISE COUNTY SCHOOL SUPERINTENDENT S OFFICE

This Intergovernmental Agreement (IGA) is entered by and between the Cochise County Superior Court on behalf of its Juvenile Detention Center (hereinafter known as COURT) and the Cochise County Board of Supervisors on behalf of the Cochise County School Superintendent's Office (hereinafter known as "SUPERINTENDENT"). Each party to this IGA is a public agency of the State of Arizona as defined in A.R.S. §11-951.

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952(J);

WHEREAS, the County provides and maintains a juvenile detention center located at 100 Colonia de Salud, Suite 201, Sierra Vista, AZ 85635 pursuant to A.R.S. §8-305;

WHEREAS, the SUPERINTENDENT is a recipient of state equalization funding from the Arizona Department of Education (ADE) pursuant to A.R.S. §15-913;

WHEREAS, the COURT and SUPERINTENDENT wish to work in cooperation with one another to offer an education program in the juvenile detention center that meets the state board of education standards and achievement testing requirements for county juvenile detention center education programs pursuant to A.R.S. §15-913;

WHEREAS, the COURT and SUPERINTENDENT shall attempt to ensure that the programs are compatible with public school education goals and requirements pursuant to A.R.S. § 15- 913.

THEREFORE, in consideration of the agreement set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the COURT and SUPERINTENDENT shall work in cooperation to develop and deliver educational programs in the Cochise County Juvenile Detention Center which comply with statutory and regulatory requirements. This Agreement sets forth the responsibilities of the parties as relates to the co-location of Cochise County School Superintendent employees (up to three employees) and the education services to be provided at the juvenile detention center and to address legal and administrative matters among the parties.

2. Term

This Agreement shall commence and be effective beginning July 1, 2020 and shall terminate on June 30, 2022 (the "Term"), unless extended or terminated by written agreement of the parties. This IGA may be extended for additional periods upon mutual consent of the parties. Any modification, extension or Notice of Intent to Terminate of this Agreement shall be by formal written amendment executed by the parties no later than thirty (30) days before the expiration of the IGA.

3. Duties and Obligations of COURT

- a. The COURT shall work in cooperation with the SUPERINTENDENT and shall agree on the method and delivery of the juvenile detention center education program pursuant to A.R.S. §15-913.
- b. The COURT shall carry out its duties in a manner that assists and supports the SUPERINTENDENT's duties as enumerated in section 4 of this IGA.
- c. The COURT will identify and provide adequate and appropriate space within the detention area for the provision of educational programs. Such space will include, but is not limited to, classroom(s), offices, confidential educational record storage, confidential work areas and working toilet facilities. Superintendent employees shall not access any other areas in the detention center not specifically referenced herein. Extracurricular events will be held in a designated area to be agreed upon in advance by the COURT and SUPERINTENDENT.
- d. The Court shall provide to the SUPERINTENDENT all computers and printers currently in the juvenile detention center that have been used for educational purposes.

- e. The COURT shall not charge rent for the use of space. All building alterations, modifications, or renovations require prior approval by the Cochise County Court Administrator and the Cochise County Facilities director.
- f. The COURT shall provide parking for SUPERINTENDENT personnel at the Cochise County employee designated parking area located on east side of the juvenile detention center.
- g. The COURT shall permit Superintendent personnel to have limited access to JOLTSaz as needed for acquisition of demographic, educational and detention information. This limited access will be provided to SUPERINTENDENT personnel only by a COURT authorized user of JOLTSaz. Under no circumstances may SUPERINTENDENT personnel access this information by any other means or person(s).
- h. The COURT and SUPERINTENDENT agree that a future expansion of SUPERINTENDENT staff on-site at the Cochise County Superior Court Juvenile Detention Center is possible; however, the rationale for such expansion must be related to a sustained and documented trend of an increased detention census and must be necessary to adequately provide educational services.
- i. The COURT will coordinate security operations to facilitate, to the extent necessary and practical, the provision of educational programs in accordance with A.R.S.§15-913.
- j. The COURT will work in collaboration with the SUPERINTENDENT to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time for each juvenile pursuant to A.R.S. §15-913 (E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.
- k. The COURT requires that all SUPERINTENDENT personnel assigned to the juvenile detention center adhere to all applicable Court Administrative Orders, Policy Prohibiting Discrimination and Harassment, State of Arizona Juvenile Detention Standards and the Arizona Code of Conduct for Judicial Employees. Failure to adhere to the above requirements may cause that employee to be prohibited from providing further educational services.

- e. The SUPERINTENDENT shall provide and maintain current all internet connectivity and necessary hardware and software for the development and delivery of programs, all educational information and records and maintain compliance with state and federal law and policies.
- f. The SUPERINTENDENT shall apply for funding and comply with all applicable requirements of Every Student Succeeds Act (ESSA), The Elementary and Secondary Education Act; Part B IDEA Basic, Special Education Secure Care Grant, and all other federally mandated laws, regulations and programs.
- g. The SUPERINTENDENT shall ensure all education information and records are maintained in the juvenile's education file at the juvenile detention center in a manner consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g, 1232h, 1232i and all federal regulations issued pursuant to such as set forth in A.R.S. §15-141.
- h. The SUPERINTENDENT shall ensure all state required achievement tests are administered to any detained student on the scheduled date of testing as determined by the Arizona Department of Education.
- i. The SUPERINTENDENT shall ensure the Child Find process as provided in the Individuals with Disabilities Act (IDEA) 34 C.F.R. §300.111 et seq., is implemented for each student who is enrolled in the juvenile detention center education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a juvenile detention setting, the IEP shall be amended in accordance with federal law.
- j. The SUPERINTENDENT shall ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include, but are not limited to, the Education and Career Action Plan (ECAP), and the Arizona Career Inventory System (AzCIS).

- k. The SUPERINTENDENT shall work in cooperation with the COURT to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1).
- l. The SUPERINTENDENT shall ensure that all juvenile detention instructors possess and maintain current all required certification as required by the Arizona Department of Education.
- m. The SUPERINTENDENT shall ensure all juveniles are enrolled in the education program within 48 hours of admission to the juvenile detention center pursuant to A.R.S. §15-913(E)(1).
- n. The SUPERINTENDENT shall provide the following educational services for all students as follows:
 - (1) Perform educational assessments within 24 hours of enrollment that include but are not limited to, math, reading and language arts to align with the Arizona Department of Education K-12 Academic Standards. This information shall be updated at a minimum of every six (6) months.
 - (2) Develop education plans within 48 hours of enrollment that include the results of an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.
 - (3) Request educational records from the juvenile's previous school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). The requesting party shall exercise due diligence in obtaining a copy of the record requested and shall update the juvenile's education plan upon receipt.
 - (4) Coordinate the program with each pupil's school district of residence to assist the pupil's transition back to the school district pursuant to A.R.S. § 15-913, or into public and/or alternative education placements.
 - (5) Supervise and assist students to ensure they successfully complete assigned work while in the detention facility.

(6) Award transferable credits for work completed while in the detention facility.

(7) Work cooperatively with the juvenile probation department to provide the opportunity and administer the General Education Development (GED) for juveniles between sixteen (16) and eighteen (18) years of age to take the GED test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).

(8) Develop a defined method of alternative education services, such as appropriate instructional materials/packets, for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file. The superintendent employee shall file an incident report within 24 hours and provide it to the Juvenile Detention Director.

- o. The SUPERINTENDENT shall retain all contracts and all audit reports relating to this IGA and school operations for a period of five (5) years. SUPERINTENDENT shall maintain the documentation of all contracts and audit reports related to this IGA and school operations at the SUPERINTENDENT'S office located at the juvenile detention center. These contracts and audit reports shall be provided to the COURT within five calendar days of a written request.
- p. The SUPERINTENDENT shall collect the following data for each school year:
 - (1) Demographic and basis school data:
 - A. Number of juveniles served annually (those who are detained 48 hours or longer)
 - B. Gender
 - C. Race/Ethnicity
 - D. Identified special education
 - E. Ages or age range
 - F. Number of core credits earned and in what subjects
 - G. Number of elective credits earned
 - H. Number of GED's obtained

- (2) The number of students who remained in detention for 48 hours or longer who were subsequently released from detention.
 - A. Of those students, the number of students released from detention that were (data by category)
 - placed out of county/state
 - committed to ADJC
 - placed at a long term RTC (over 90 days)
 - aged out at the time of release
 - unsuccessfully released from probation
 1. Number of the remaining students from “A” above, calculate:
 - A. Number of students who transitioned back to school upon release
 - Number of students still enrolled and attending at 30, 60- and 90-day intervals
 - B. Number of students who obtained their GED while detained
 - Number of students who transitioned to a post-secondary program upon release
 - Number of students still enrolled and attending at 30, 60- and 90-day intervals
 2. Number of students who age out anytime during the 30, 60- and 90-day intervals after entering “transition”.
 3. Number of students who successfully transitioned, i.e., who have gone 90 days without generating a new referral or detainment and have successfully remained in school.
5. Compensation
Each party shall bear its own costs for implementation of the Agreement. The costs, if any, incurred by any party in the performance of the obligation under this Agreement are conditioned on availability of funds.
6. Ownership of Equipment
The Cochise County owned and maintained electronic/computers located in the classroom shall remain in the classroom and shall be used for educational purposes. The COURT will assume no responsibility for the maintenance or purchase of any additional educational equipment.

7. Reporting and Records

Each party shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of the other party.

In addition, each party shall retain all records relating to this contract for a minimum of five (5) years after its termination/cancellation or later and until any related pending proceeding, audits or litigation has concluded.

8. Termination, Extension and Modification

A. Termination

This agreement may be terminated by either party if in its judgment such action is necessary due to:

1. Funding availability
2. Statutory changes in the A.R.S.§15-913
3. Either party's failure to implement or operate the detention center education program
4. Either party's non-compliance with the Agreement

Any termination must be in writing, stating the reason, therefore, be sent by certified mail and upon thirty (30) days' notice to the other party.

9. Cancellation for Conflict of Interest

The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein and made a part hereof.

10. Non-Discrimination

In accordance with A.R.S. §41-1461, both parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disability Act.

11. Insurance

The COURT and SUPERINTENDENT each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

12. Mutual Indemnification

To the fullest extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as “Indemnitees”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims,” arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee’s passive negligence.

13. Applicable Law

In accordance with A.R.S. §41-2501, et seq, and A.A.C. R2-7-101, et seq, this agreement shall be governed and interpreted by the laws of the State of Arizona.

14. Dispute Resolution

Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for representation by an attorney at the mediations, if such representation is desired. If the dispute is not resolved by mediation or negotiation, a claim may be brought by either party in Cochise County Superior Court.

15. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested,

COCHISE COUNTY SCHOOL SUPERINTENDENT 1415 W. MELODY LANE, BLDG. C BISBEE, AZ 85603	COCHISE COUNTY COURT ADMINISTRATION P.O. BOX 204 BISBEE, AZ 85603	COCHISE COUNTY BOARD OF SUPERVISORS 1415 W. MELODY LANE, BLDG. G BISBEE, AZ 85603
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16. E-Verify, Records and Audits

To the extent applicable under A.R.S. §41-4401, both parties warrant their compliance with all federal and immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. §23-241(A).

17. Amendments

To the extent permitted by law, the Parties may amend this Agreement in writing signed by both parties.

18. Non-Appropriation

To the extent applicable, any payment obligation of any public entity under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IN WITNESS THEREOF, the parties sign this Agreement:

<p>COCHISE COUNTY BOARD OF SUPERVISORS</p> <hr/> <p>Thomas E. Borer, Chairman Date Cochise County Board of Supervisors</p>	<p>COCHISE COUNTY SUPERIOR COURT</p> <hr/> <p>James L. Conlogue Date Presiding Judge</p>
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Regular Board of Supervisors Meeting

Emergency Services

Meeting Date: 04/21/2020

Public Assistance Grant Program through Arizona Department of Emergency and Military Affairs

Submitted By: Daniel Duchon, Finance

Department: Finance

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

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

NAME of PRESENTER: Gabriel Lavine/Dan Duchon **TITLE of PRESENTER:** Emergency Services Director/Budget Manager

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Authorized Agents Mr. Gabriel Lavine, Emergency Manager, and Mr. Daniel S. Duchon, Budget Manager, to pursue reimbursement through Federal National Emergency Declaration due to COVID-19 pandemic, via Federal Emergency Management Agency (FEMA)'s Public Assistance program; Authorized Agents will aggregate expense data and submit to Arizona Department of Emergency and Military Affairs (AZDEMA) for potential reimbursement.

Background:

Designate an Authorized Agent to pursue reimbursement through Federal National Emergency Declaration due to COVID-19 pandemic, via FEMA's Public Assistance program. Authorized Agents to be Gabriel Lavine, Emergency Manager, and Daniel S. Duchon, Budget Manager. Authorized Agents will aggregate expense data and submit to AZDEMA for potential reimbursement. Projected cost recovery of 75% Federal and 15% State, 10% County responsibility.

Department's Next Steps (if approved):

Pursue reimbursement for eligible expenses related to COVID-19 Federal emergency declaration.

Impact of NOT Approving/Alternatives:

Unable to obtain Federal disaster funds.

To BOS Staff: Document Disposition/Follow-Up:

Chairman to sign attached document, return to Budget Manager, and submit to ADEMA.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Reimbursement depends on AZDEMA and FEMA amounts disbursed. Reimbursement will be for current expenses related to COVID-19, for actions we are currently taking.

Attachments

AZDEMA Authorized Agent Form

**ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF APPLICANT'S AGENT FORM**

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following:

Select program(s) Public Assistance HMA Mitigation Program SEC Mitigation

Select duration Until further notice Only Event _____ From _____ to _____

Applicant: _____

CERTIFICATION

I, _____, duly appointed and _____ of
(Authorizing Official's Name) (Title)

_____, do hereby certify that the information below is true and correct,
(Applicant)

based on a resolution passed and approved (**attached**) by the _____
(Governing Body)

of _____ on the _____ day of _____,
(Applicant) (day) (month) (year)

_____ has been designated as the Applicant's Agent
(Name of Designated Applicant's Agent)

to act on behalf of _____
(Applicant)

(Authorizing Official's Signature) (Title) (Date)

This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Agent.

Designated Applicant's Agent

Name _____

Title/Official Position _____

Full Mailing Address _____

Email Address _____

Daytime Telephone Number _____ Cell _____
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____
(Initials & Date)

March 2020

Form #AZ PA 204-4

Regular Board of Supervisors Meeting

Emergency Services

Meeting Date: 04/21/2020

Approval of 2016 EMPG Reallocation Sub-Recipient Agreement

Submitted By: Gabriel Lavine, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Gabe Lavine

TITLE of PRESENTER: Director
Emergency Management

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve an increase of \$271,000 to the Fiscal Year 2016 Emergency Management Performance Grant from state reallocation funding for public safety radio maintenance, effective April 21, 2020 through June 30, 2020.

Background:

Additional statewide un-used funds came available from the FY16 EMPG grant. Due to the countywide use of the public safety radio system and the importance of reliable emergency communications to the countywide public safety enterprise, additional funding was allocated to Cochise County to support the maintenance project.

Department's Next Steps (if approved):

Send approved agreement to DEMA and follow up with IT on contracting and procurement process.

Impact of NOT Approving/Alternatives:

County will need to general fund contingency dollars to fund the deficit in this year's maintenance payment.

To BOS Staff: Document Disposition/Follow-Up:

Please sign 2 copies and send back to Gabe Lavine

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

2016 EMPG Reallocation Agreement

SUBRECIPIENT AGREEMENT BETWEEN

Cochise County
EMCO-02
AND

The Arizona Department of Emergency and Military Affairs
FOR

Emergency Management Performance Grant - EMF-2016-EP-00009-A22

WHEREAS, A.R.S. 41-4254(6) charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to **Cochise County** ("Subrecipient") under Catalogue of Federal Domestic Assistance (CFDA) # 97.042 under the terms of this Subrecipient Agreement (Agreement).

1. **PURPOSE OF AGREEMENT** - The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS** - This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2020. The rights and responsibilities of DEMA and Subrecipient as described herein will survive termination of this agreement.
3. **DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT** - Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient's grant application as approved by DEMA, a copy of which is attached as Exhibit III.
 - a. The FY 2019 EMPG covers eligible costs from July 1, 2019 - June 30, 2020 (the "Agreement Period"). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the FY 2019 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit 3, the AZDEMA EMPG Local Programmatic Guidance and by this Agreement.
 - b. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three emergency management focused exercises run by either Subrecipient or DEMA during the Agreement Period.
 - c. Finance & Administration - Subrecipient shall provide DEMA with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEMA does not manage or take responsibility for the Subrecipient's projects, and monitors projects (with regard to

program eligibility and other requirements) only in order to protect the State's interests.

- i. The FY 2019 EMPG program has a 50% cost match (cash or in-kind) requirement, pursuant to sections 611(j) and 613(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.). Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.
- ii. The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 C.F.R. 200.306, and Subrecipient contributions must meet the standards of 2 C.F.R. 200.306 and all other applicable federal law.

4. **MANNER OF FINANCING** - DEMA shall:

- a. Provide the Subrecipient with 50% of the costs expended for approved services, supplies and equipment identified in Exhibit 4, up to **\$238,486.02**. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in part III of this Agreement.
- b. Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion. A listing of acceptable documentation is attached as Exhibit 4(b).

5. **FISCAL RESPONSIBILITY** - For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds to DEMA immediately.

6. **FINANCIAL AUDIT/PROGRAMATIC MONITORING** - Subrecipient shall comply with A.R.S. 35-214 and 35-215.

- a. Pursuant to 2 C.F.R. 200.501, if Subrecipient expends \$750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient has met all such requirements.
- b. Subrecipient will be monitored periodically by DEMA, 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 onsite monitoring visits. Monitoring may 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 may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement, including but not limited to circumstances in which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. **APPLICABLE FEDERAL REGULATIONS** - Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 C.F.R. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 C.F.R. Part 200; and (5) 2 C.F.R. 3002.10.
8. **OTHER APPLICABLE REQUIRED STANDARDS** - In addition to complying with all applicable Federal and Arizona statutes and regulations, Subrecipient shall:
 - a. Comply with the NOFO;
 - b. Utilize equipment that appears on the U.S. Department of Homeland Security Authorized Equipment List (AEL) available at <https://www.fema.gov/authorized-equipment-list>
 - c. prepare, retain, and be prepared to produce for examination by DEMA and/or FEMA, all records of all activities relating to this Agreement, to the extent necessary to comply with the requirements set forth in Subpart F-Audit Requirements, 2 CFR Chapter II, Audits of States, Local Governments, and Non-Profit Organizations, available at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/#numerical>.
 - d. Comply with National Incident Management System (NIMS) Implementation initiatives as outlined in the NOFO;
 - e. Comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including but not limited to: the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 through 4347); the National Historic Preservation Act (NHPA; 54 U.S.C. 300101 through 304112, and 305501 through 307108); the Endangered Species Act (ESA; 7 U.S.C. 136; and 16 U.S.C. 1531 through 1544), and Executive Orders on Floodplains (11988; see <https://www.fema.gov/executive-order-11988-floodplain-management>), Wetlands (11990; see <https://www.fema.gov/executive-order-11990-protection-wetlands-1977>) and Environmental Justice for Low Income & Minority Populations (12898; see <https://www.fema.gov/executive-order-12898-environmental-justice-low-income-minority-populations-1994>). Subrecipient shall not undertake any project having the potential to impact EHP resources without express prior written approval obtained through DEMA.
 - i. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Subrecipient must complete the EHP Assessment Questionnaire form and provide the supporting documentation to include diagrams and photos. The EMPG Program Coordinator will review the

documents and forward to FEMA-Environmental Office. Any subsequent change to the project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.

9. **CONSULTANTS/TRAINERS/TRAINING PROVIDERS** - Billings 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 and must be obtained in compliance with the procurement rules applicable under Arizona law to the Subrecipient and 2 C.F.R. 200.317 through 200.326.
10. **CONTRACTORS/SUBCONTRACTORS** - Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor with respect to any work on any project funded in whole or in part under this Agreement.
11. **PERSONNEL AND TRAVEL COSTS** - All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM; see <https://gao.az.gov/publications/saam>); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.
12. **PROCUREMENT** - Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.
13. **TRAINING AND EXERCISE** - Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the NOFO. All training must be approved through the DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient further agrees to:
 - a. Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question;

- b. Post all exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) via the HSEEP Toolkit within 90 days of completion of the exercise in question; and
 - c. Within 90 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient shall email the AAR/IP into the HSEEP Inbox (HSEEP@fema.dhs.gov) and copy the DEMA Grant Administration Office (grants@azdema.gov) and the DEMA Exercise Officer at exercises@azdema.gov.
14. **NONSUPPLANTING AGREEMENT** - Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement. Further, if a position created by this 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, Subrecipient must stop charging this grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.
15. **COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION-**
Subrecipient warrants its compliance with
- a. 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 and 41-4401.
 - b. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement and Subrecipient may result in action by DEMA up to and including termination of this Agreement.
 - c. DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.
16. **PROPERTY CONTROL** - Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved, and the C.F.R. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.
- a. Equipment acquired by Subrecipient with funds obtained in whole or in part under this Agreement shall be used by 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 funds obtained in whole or in part under this Agreement. Theft, destruction, or loss of such property shall be reported to DEMA immediately.
 - b. Nonexpendable Property 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 \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
 - c. 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. If the Capital Asset current value is equal to or greater than \$5,000 at

the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.

- d. A Property Control Form 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. Subrecipient shall provide DEMA a copy of the Property Control Form at the end of period of performance or no more than ninety (90) calendar days after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- e. A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

17. **DEBARMENT CERTIFICATION** - Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” attached as Exhibit 17.

18. **FUNDS MANAGEMENT** - Subrecipient must maintain funds received under this Agreement in a separate account and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits (2 CFR 200.302). Subrecipient must maintain adequate business systems to comply with Federal requirements.

19. **REPORTING REQUIREMENTS** - Regular reports by Subrecipient shall include:

- a. Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA within thirty (30) working days of the last day of the quarter in which services are provided. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use and fully complete the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit 19(a).
 - i. If a 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 must be marked as “final.” Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed.
 - ii. Upon request of DEMA, Subrecipient must provide to DEMA any information necessary to meet any state or federal reporting requirements.
 - iii. Quarterly Programmatic reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	July 30

- b. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with

the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit 19(b).

- i. Subrecipient shall submit to DEMA a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than ninety (90) calendar days after the completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the ninety (90) days will not be paid. The final reimbursement request as submitted shall be marked "final" by Subrecipient.
- ii. DEMA requires that all requests for reimbursement be submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, or in person.
- iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.
- iv. Quarterly Financial Expenditure reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	September 30

- v. All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part 46, NOTICES, of this Agreement.

20. **ASSIGNMENT AND DELEGATION** - Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

21. **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 Subrecipient and DEMA.

- a. Any such amendment shall specify:
 - i. an effective date;
 - ii. increases or decreases in the amount of Subrecipient's compensation if applicable;
 - iii. be titled as an "Amendment,"
 - iv. 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.

22. **AGREEMENT RENEWAL** - This Agreement shall not bind nor purport to bind DEMA 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 21, AMENDMENTS.

23. **RIGHT TO ASSURANCE** - If DEMA in good faith has reason to believe that Subrecipient does not intend to or is unable to perform or continue performing under this Agreement,

DEMA may demand in writing that Subrecipient give a written assurance of intent and ability to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMa at its option may terminate this Agreement.

24. **CANCELLATION FOR CONFLICT OF INTEREST** - DEMa may, by written notice to 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 DEMa, unless the notice specifies a later time.
25. **THIRD PARTY ANTITRUST VIOLATIONS** - 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.
26. **AVAILABILITY OF FUNDS** - Every payment obligation of DEMa 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, DEMa may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMa in the event this provision is exercised, and DEMa shall not be obligated or liable for any future payments or for any damages as a result of termination under this part 18, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
27. **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.
28. **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.
29. **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 DEMa) relating to this Agreement shall be resolved through the administrative claims process. In the event A.R.S. 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that proper venue for any litigation shall be in Maricopa County, Arizona.
30. **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.
31. **ENTIRE AGREEMENT** - This Agreement and its Exhibits constitute 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 Part 30 of this Agreement; provided. 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.
32. **RESTRICTIONS ON LOBBYING** - Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.
33. **LICENSING** - 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.
34. **NON-DISCRIMINATION** - Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), A.R.S. title 41, Chapter 9, Article 4 (A.R.S. 41-1461 et seq.), and Arizona Executive Order 2009-09.
35. **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.
36. **ADVERTISING AND PROMOTION OF AGREEMENT** - Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.
37. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS** - Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.
38. **INDEMNIFICATION** - To the extent permitted by law, 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, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
39. **TERMINATION** –

- a. All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.
 - b. If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.
 - c. DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.
40. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION** - 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.
41. **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.
42. **AUTHORITY TO EXECUTE THIS AGREEMENT** - Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.
43. **SPECIAL CONDITIONS** - Subrecipient acknowledges that U.S. Department of Homeland Security-Federal Emergency Management Agency and DEMA 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 to DEMA or this sub-award to Subrecipient; and
 - b. Any rights of copyright which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
44. **RECORD RETENTION** - The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.
45. **ADDITIONAL TERMS AND CONDITIONS** - The Subrecipients agrees to comply with the additional Terms and Conditions as described in Exhibit 45-2019 DHS Standard Terms and Conditions.
46. **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 Emergency & Military Affairs

5636 E. McDowell Road
Phoenix, AZ 85008

Cochise County
1415 Melody Lane Bldg A
Bisbee AZ 85603

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

Programmatic Coordinator
Diane Fernandez
diane.fernandez@azdema.gov
(602) 464-6268

Fiscal Grant Coordinator
Wendy Bidon
wendy.bidon@azdema.gov
(602) 267-2762

IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Cochise County

FOR AND BEHALF OF
Arizona Dept of Emergency & Military Affairs

Authorized Signature

Name & Title

Date

Wendy Smith-Reeve, Deputy Director

Date

Regular Board of Supervisors Meeting

Emergency Services

Meeting Date: 04/21/2020

Approval of IGA Between Cochise County and Cochise College for Non-Congregate Sheltering

Submitted By: Gabriel Lavine, Emergency Services

Department: Emergency Services

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

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

NAME of PRESENTER: Gabe Lavine **TITLE of PRESENTER:** Director of Emergency Management

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve Intergovernmental Agreement (IGA) between Cochise County and Cochise College for Non-Congregate Sheltering in support of the Covid-19 Emergency Response, effective April 21, 2020.

Background:

To support isolation sheltering of those experiencing housing insecurity, first responders, healthcare workers, and evacuees from other emergencies the County would like to secure use of the Cochise College Dormitories for emergency sheltering operations. Individual agencies will be billed directly by the College. This agreement is consistent with state and regional emergency plans for mass care and sheltering.

Department's Next Steps (if approved):

Take to Cochise College for signature.

Impact of NOT Approving/Alternatives:

Emergency operations will be hindered requiring additional federal support requests.

To BOS Staff: Document Disposition/Follow-Up:

Please sign and forward to Gabe Lavine at Emergency Services.

Attachments

Agreement

**AGREEMENT
BETWEEN COCHISE COUNTY COCHISE COUNTY COMMUNITY COLLEGE DISTRICT
FOR USE OF DORMITORIES DURING COVID-19 PANDEMIC**

Cochise County (“County”) and Cochise County Community College District (the “College”), wishing to improve delivery and coordination of emergency services during the current Covid-19 pandemic, pursuant to A.R.S. § 11-952, do mutually agree as follows.

Recitals

- A. Due to the Covid-19 pandemic, the County, planning in advance, is seeking a facility to house medical providers and emergency responders who believe they need isolation from family members because they have or might have been exposed to Covid-19 and do not wish to return to their homes.
- B. The College has a facility that is available for such housing purposes since classes are now closed or conducted online: the dormitories at the Douglas campus (“Dormitories”) could house medical providers, law enforcement, and emergency responders.
- C. The College is willing to make the Dormitories available on the terms and conditions set forth herein.

1. Scope of the Agreement

If the County deems it necessary in order to better handle the pandemic in Cochise County, the College is willing to make the Dormitories available for local Cochise County medical providers, law enforcement officers, and emergency response personnel. These may include persons who have been exposed or show symptoms but not yet tested to confirm whether they are ill with Covid-19. The cost will be either \$100/week/person or \$300/month/person, to be decided on a case by case basis depending on need and circumstances. Depending on circumstances, including the number of people staying in the Dormitories, the College may provide meals, which will be charged for separately, And billed by the College at its direct cost. Local agencies whose personnel are placed in the Dormitories will be responsible for payments and requesting rooms as required, and must sign a Responsibility Agreement (or similar form) before checking in; provided, however, that the County will assist the College in screening requests and providing guidance as to appropriate placements in the Dormitories. The College will provide basic security and

janitorial services. The parties will attempt to agree on possible placement of other at risk persons in the Dormitories by separate agreement.

2. Duration and Voluntary Termination

- a. This Agreement will become effective when signed by both parties and shall remain in effect so long as a State of Emergency exists in Arizona, or until students return to the Dormitories. Notwithstanding the foregoing, either party may terminate its participation in this Agreement upon giving thirty (30) days' written notice to the other party. Said written notice may be by email. If to the County, the email shall be sent to County Administrator Edward Gilligan at egilligan@cochise.az.gov with a copy to County Director of Emergency Management Gabe Lavine at glavine@cochise.az.gov. If to the College, the email shall be sent to President J.D. Rottweiler at JDR@cochise.edu with a copy to Vice-President Wendy Davis at Davisw@cochise.edu.

3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, either party may, within three years after its execution, cancel this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on its behalf is, at any time, while the contract of any extensions of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation.

4. Indemnification

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 court-awarded 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.

5. Severability

If any provision of the Agreement, or any application thereof to the parties or to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which may be given effect without the invalid provision or application, and to this end each of the provisions of the Agreement are declared to be severable.

6. Modification

This written Agreement may not be changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties.

7. ADA and Non-Discrimination

The parties shall comply with all anti-discrimination laws, both state and federal, including applicable provisions of the Americans with Disabilities Act (Public Law 101-336 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

8. This Agreement incorporates by reference all applicable terms required by 2 CFR 200.326 and Appendix 2.

9. This Agreement may be signed electronically, with the same force and effect as if signed in pen and ink.

10. The parties acknowledge that the County Attorney represents both parties to this Agreement and expressly waive any conflict of interest.

(THIS WAS INTENTIONALLY LEFT BLANK)

**Action 11.
Facilities**

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020

Grant of Easement for Southwest Gas

Submitted By: Arlethe Morrison, Facilities

Department: Facilities

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

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

NAME of PRESENTER: Henry Meraz **TITLE of PRESENTER:** Facilities Management Director

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve grant of easement to Southwest Gas Corporation for parcel 405-37-008B, Bisbee Douglas International (BDI) Airport.

Background:

Southwest Gas Corporation has requested a perpetual easement for installation and maintenance of natural gas pipeline for parcel 405-37-008B, with the right of ingress/egress. The County will notify applicant of right of way process to ensure it contacts the Engineering and Natural Resources Department, if necessary. The County will also notify all interested parties at BDI.

Department's Next Steps (if approved):

Provide copy of recorded easement to Southwest Gas and notify all interested parties who be affected by the pipeline project.

Impact of NOT Approving/Alternatives:

Southwest Gas will not be able to update the pipeline.

To BOS Staff: Document Disposition/Follow-Up:

Send one original easement and attachment with map to Recorder's Office to be recorded. Return original recorded easement to Arlethe Morrison at Facilities for distribution to Southwest Gas.

Attachments

Easement
Map of Easement Areas

Recording Requested By/Return To:
Southwest Gas Corporation
Attn: Whitney Budinoff; 36O-580
P.O. Box 26500
Tucson, AZ 85726-6500

APN 405-37-008B
Bisbee Douglas International Airport



SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	<u>WDB2</u>	Reviewed By	<u>TJR1</u>
Sec. <u>34</u>	T <u>22S</u>	R <u>27E</u>	Meridian <u>G&SR</u>
County	<u>Cochise</u>	State	<u>Arizona</u>
W.R. No.	<u>3624987, 3669429 & 3668797</u>	W.O. No.	<u>10773</u>

I (We) COUNTY OF COCHISE, a political subdivision of the State of Arizona

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors and assigns hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

W.R. No. 3624987, 3669429 & 3668797

W.O. No. 10773

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____, _____ .

COUNTY OF COCHISE

Grantor _____

Signature

Grantor _____

Print Name, Title

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____,
(here insert name of the officer)

a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT
WR # 3624987, 3669429, & 3668797 / LRS # 10773
Page 3 of 3

APN 405-37-008B

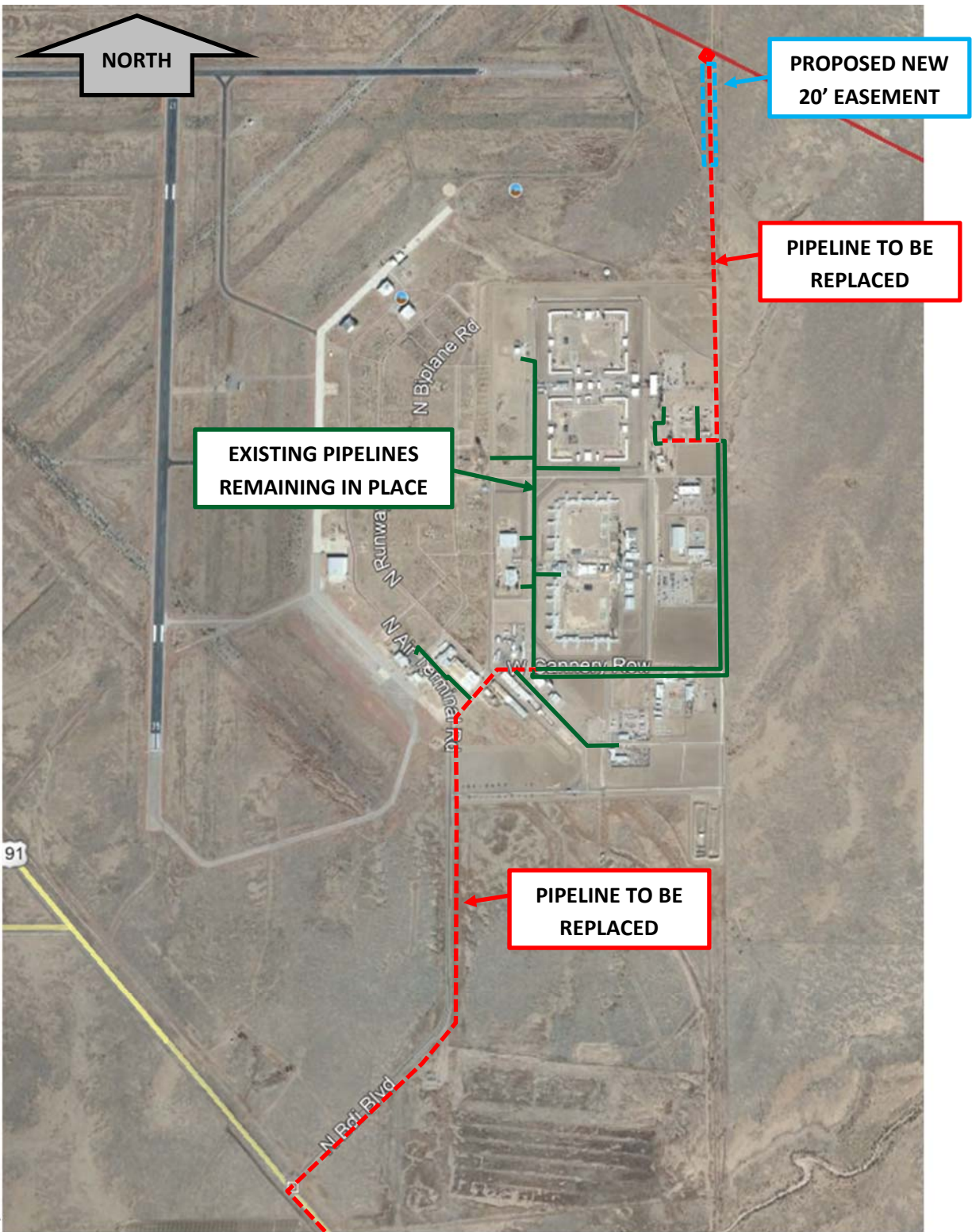
A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE NORTHERLY 3794.18 FEET OF THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST, GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN OR NORTHEAST OF A PARCEL OF LAND AS DESCRIBED IN STATE OF ARIZONA PERPETUAL RIGHT OF WAY NO. 237 RECORDED IN OFFICIAL RECORDS OF COCHISE COUNTY, ARIZONA, IN BOOK 132 OF DEEDS R.E., PAGE 122, ON DECEMBER 14, 1940;

AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A PARCEL OF LAND AS DESCRIBED IN EASEMENT RECORDED IN OFFICIAL RECORDS OF COCHISE COUNTY, ARIZONA, IN DOCKET 273, PAGE 35, ON APRIL 17, 1961.

BISBEE-DOUGLAS INTERNATIONAL AIRPORT



NOT TO SCALE / LOCATION IS APPROXIMATE / FOR REFERENCE PURPOSES ONLY

Regular Board of Supervisors Meeting**Housing Authority****Meeting Date:** 04/21/2020

Family Self-Sufficiency Renewal Grant Approval for the Project Period of January 1, 2020 to December 31, 2020.

Submitted By: Anita Baca, Housing Authority**Department:** Housing Authority**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** Anita Baca**TITLE** Housing Director**of PRESENTER:****of PRESENTER:****Mandated Function?:** Not Mandated**Source of Mandate
or Basis for Support?:**

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

Information**Agenda Item Text:**

Approve the Renewal Family Self-Sufficiency Grant FSS20AZ3239-01-00 awarded by the U.S. Department of Housing and Urban Development to the Housing Authority of Cochise County, in the amount of \$58,420, effective January 1, 2020 through December 31, 2020.

Background:

The Family Self-Sufficiency (FSS) grant pays the salary of one full-time coordinator position. The program is designed to empower recipients of the Section 8 Housing Choice Voucher or HUD-Veterans Affairs Supportive Housing programs who earn little or no income. Together, the program participant and FSS Coordinator map out a path to empowerment and increasing household income. As the household income increases, the household portion of rent also increases. The Housing Authority takes the amount of family portion rent increase and puts it into an escrow account the participant receives upon successful completion of the program. Some have used the escrow money to buy a home or further their education.

Department's Next Steps (if approved):

Continue administering the program through calendar year 2020.

Impact of NOT Approving/Alternatives:

If not approved, the Housing Authority will be unable pay the salary of the FSS Coordinator.

To BOS Staff: Document Disposition/Follow-Up:

No follow-up necessary.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

2020 FSS Grant Award

1. DATE ISSUED MM/DD/YYYY 02/14/2020
 1a. SUPERSEDES AWARD NOTICE dated
 except that any additions or restrictions previously imposed
 remain in effect unless specifically rescinded

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

2. CFDA NO.
 14.896 - Family Self-Sufficiency Program

451 7th Street S.W.,
 Washington, DC, DC 20410

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. FSS20AZ3239-01-00 Formerly
 5. TYPE OF AWARD Other

NOTICE OF AWARD

4a. FAIN FSS20AZ3239
 5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
 From 01/01/2020 Through 12/31/2020

7. BUDGET PERIOD MM/DD/YYYY
 From 01/01/2020 Through 12/31/2020

8. TITLE OF PROJECT (OR PROGRAM)
 Cochise County Family Self-Sufficiency Program

9a. GRANTEE NAME AND ADDRESS
 COCHISE, COUNTY OF
 1415 Melody Ln Bldg A
 Bisbee, AZ 85603-3039

9b. GRANTEE PROJECT DIRECTOR
 Mrs. Anita Baca
 1415 Melody Ln, Bldg A
 Bisbee, AZ 85603-0000
 Phone: 520-432-8883

10a. GRANTEE AUTHORIZING OFFICIAL
 Mrs. Anita Baca
 1415 Melody Lane, Bldg A
 Bisbee, AZ 85603-0000
 Phone: 520-432-8883

10b. FEDERAL PROJECT OFFICER
 Mr. Jogchum Poodt
 451 7th St SW
 Washington, DC 20410-0001
 Phone: (202) 402-2953

ALL AMOUNTS ARE SHOWN IN USD

11. AWARD COMPUTATION FOR GRANT	
a. Amount of HUD Financial Assistance	58,420.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	58,420.00
12. Total Federal Funds Awarded to Date for Project Period	58,420.00

14. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HUD ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation cited in remarks or attachment below.
- b. The grant program regulations cited in remarks or attachment below.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of this award by the grantee acknowledges acceptance of these terms and conditions.

13. RECOMMENDED FUTURE SUPPORT
 (Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.		d.	
b.		e.	
c.		f.	

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICER:
 Mr. Robert Mulderig
 451 7th Street S W
 Washington, DC 20410-0001
 Phone: 2024024708

ISSUE DATE:
 02/14/2020

GRANTEE ACCEPTANCE:
 Mrs. Anita Baca

ACCEPTANCE DATE:
 03/04/2020

15. OBJ CLASS 4120	16a. VENDOR CODE 421541685	16b. EIN 421541685	17. DUNS 135910581	18. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
19. a. 0-19SFSC01_FY20	b. FSS20AZ3239	c. FSS	d. \$58,420.00	e. 19/20 0350
20. a.	b.	c.	d.	e.
21. a.	b.	c.	d.	e.

Regular Board of Supervisors Meeting

Meeting Date: 04/21/2020

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

No file(s) attached.
