



Cochise County Board of Supervisors

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THOMAS E. BORER
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

KIM LEMONS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
TUESDAY, MAY 19, 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 994 556 700#. 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 May 5, 2020. -- Approved

County Attorney

2. Approve the proposed settlement of the Small Tax Appeal in Lewis Benson Properties, LLC v. Cochise County, ST2019-000174, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

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Approved

Court Administration

3. Approve reappointment of Superior Court Judge Pro Tempore, Terry Bannon, pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144, effective July 1, 2020 through June 30, 2021. -- Approved
4. Approve the appointment of Candyce Pardee to serve as Superior Court Pro Tempore, on a part-time basis pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144, effective July 1, 2020 through June 30, 2021. -- Approved
5. Approve the appointment of Justice of the Peace, Patrick Call, to serve as Juvenile Hearing Officer, authorized under ARS 8-323, effective May 19, 2020. -- Approved
6. Approve reappointment of Justice Court Precinct Five Pro Tempore, Gary W. Ramaeker, and the reappointment of Gerald F. Till, Paul Julien, Nathaniel Scott Redmon, C.J. Garan, Michael Skiles, and Pamela Housh as county-wide Justice of the Peace Pro Tempores for emergency or temporary coverage, both pursuant to ARS 22-121; and approve authorization to call upon an appropriately appointed Justice of the Peace Pro Tempore from another county in extenuating circumstances pursuant to ARS 22-122, effective July 1, 2020 through June, 30, 2021. -- Approved

Finance

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

PUBLIC HEARINGS

Board of Supervisors

8. Approve a Series #10 (Beer & Wine Store) new liquor license application submitted by Ms. Teresa Linette Trovato, for Dollar General Store #20512, located at 306 N. Mescal Road, Benson, AZ 85602. -- Approved

ACTION

Board of Supervisors

9. Sitting as the Cochise County Board of Equalization, the Board of Supervisors will uphold or amend the Assessor's decision for the Taxpayer Notice of Claim for 120-23-005, multiple parcels (Mr. George Hadanich, Gateway of Light). -- Approved

Court Administration

10. Approve a 5-year Contract with Preventronics to Supply IP Security Cameras for the Superior Court located at 100 Quality Hill and the Administration Building located at 4 Ledge Avenue, in an amount not to exceed \$31,111.73, effective May 19, 2020. -- Approved

Development Services

11. Approve a Coronavirus Aid, Relief, and Economic Security (CARES) Act Airports Grant of Federal funds for the Bisbee-Douglas International Airport, in the amount of \$20,000, effective May 19, 2020. -- Approved
12. Approve a Coronavirus Aid, Relief, and Economic Security (CARES) Act Airports Grant of Federal funds for the Cochise County Airport in the amount of \$30,000, effective May 19, 2020. -- Approved

Emergency Services

13. Approve Hazardous Material Emergency Preparedness Grant reallocation funding of \$25,717.30 for HAZMAT training equipment. -- Approved

Health & Social Services

14. Approve renewal of Public Health Emergency Preparedness, Contract #ADHS17-133164, Amendment #7, for Covid-19 between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$263,965, effective March 5, 2020 through March 15, 2021. -- Approved

STATE & FEDERAL LEGISLATION

15. 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.

Cochise County Board of Supervisors

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

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2020

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 May 5, 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, MAY 5, 2020**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, May 5, 2020 at 10:15 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

Staff Present: Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County Administrator; Christine Roberts, Chief Civil Deputy County Attorney; Kim Lemons, Clerk of the Board; Amanda Baillie, Public Information Officer

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

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PLEDGE OF ALLEGIANCE

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CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of April 21, 2020.
2. Approve a proclamation to declare the first week of May 2020 as National Correctional Officers and Employees week in Cochise County.

County Sheriff

3. Approve amendment for Grant Agreement 2020-AI-015 between the Arizona Governor's Office of Highway Safety (AGOHS) and Cochise County Sheriff's Office to add funds to Capital Outlay for two Intoxilyzer 9000s, in the amount of \$20,271.57, effective May 5, 2020 through September 30, 2020.

Finance

4. Approve demands and budget amendments for operating transfers.

Vice-Chairman English brought attention to item 2 proclamation.

Vice-Chairman English made a motion to approve items 1-4 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Development Services

5. Adopt Zoning Ordinance 20-09 to approve Docket R-20-02 (Light Pollution), an amendment to the Cochise County Zoning Regulations, Article 16, Light Pollution and Article 23, Enforcement.

Ms. Christine McLachlan presented this item using a PowerPoint presentation. Ms. McLachlan explained the purpose of the existing regulations and proposed amendments and recommendations. The Cochise County Planning and Zoning Commission unanimously recommended approval 7-0 at their April 8, 2020 meeting. Ms. McLachlan said staff recommended approval.

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

Chairman Borer closed the public hearing.

Supervisor Judd made a motion to adopt Zoning Ordinance 20-09 to approve Docket R-20-02 (Light Pollution), an amendment to the Cochise County Zoning Regulations, Article 16, Light Pollution and Article 23, Enforcement. Vice-Chairman English seconded the motion.

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

ACTION

Board of Supervisors

6. Approve a change order to the Stantec Consulting Services contract for the Douglas Port of Entry Water/Wastewater Engineering Study, in the amount of \$39,912, effective May 5, 2020.

Ms. Sharon Gilman, Associate County Administrator presented this item. Ms. Gilman stated that in March the Board approved a contract with the City of Douglas that did not include hydraulic model software and this change order will put that system in place.

Chairman Borer asked if we received any public comment on this item. Ms. Lemons stated there were none.

Vice-Chairman English made a motion to approve a change order to the Stantec Consulting Services contract for the Douglas Port of Entry Water/Wastewater Engineering Study, in the amount of \$39,912, effective May 5, 2020. Supervisor Judd seconded the motion.

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

County Attorney

7. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-20-2909 between the City of Tucson and Cochise County, in the amount of \$151,702, effective January 1, 2020 through December 31, 2021.

Mr. Brian McIntyre presented this item. Mr. McIntyre stated the City of Tucson is the pass-through for funding in this area and this is a renewal grant that is important for funding prosecution.

Vice-Chairman asked about the high intensity drug trafficking area designation.

Mr. McIntyre said Cochise County is on the border and I-10 is considered a high traffic location.

Chairman Borer asked if we had received any public comment on this item. Ms. Lemons stated there were none.

Supervisor Judd made a motion to approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-20-2909 between the City of Tucson and Cochise County, in the amount of \$151,702, effective January 1, 2020 through December 31, 2021. Vice-Chairman English seconded the motion.

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

Development Services

8. Approve an Assurance Agreement extension to May 9, 2023, for The Oaks Subdivision, with Pioneer Title Agency, Inc., as Trustee under Trust No. 319061 for Castle & Cooke Arizona, Inc., as Beneficiary of Trust No. 319061.

Mr. Paul Esparza presented this item using a PowerPoint presentation. Mr. Esparza gave the background of the subdivision, location, and lot size. The final plat and Assurance Agreement were approved in 2007 with extensions in 2011, 2014, and 2017. 84 lots remain secured for work done through Phase One. He stated the five factors to consider for extension; that it was affected by the Monument Fire; it is in a desirable area where they are maintaining the roads; there are no significant factors against approving the extension; and the water infrastructure is in place. He showed the location and aerial maps, with most of the development south of the Three Canyons subdivision. Staff is recommending approval of the extension.

Vice-Chairman English said the developers have proved they can be successful, and she recommended approval.

Chairman Borer asked if we received any public comment on this item. Ms. Lemons stated there were none.

Vice-Chairman English made a motion to approve an Assurance Agreement extension to May 9, 2023, for The Oaks Subdivision, with Pioneer Title Agency, Inc., as Trustee under Trust No. 319061 for Castle & Cooke Arizona, Inc., as Beneficiary of Trust No. 319061. Supervisor Judd seconded the motion.

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

Emergency Services

9. Approve \$78,398.88 from the 2019 Hazardous Materials Emergency Preparedness Grant to support equipment purchases for the Countywide Hazardous Materials Response Team, effective May 5, 2020.

Ms. Judy Lynn, Emergency Services Deputy Director, presented this item. Ms. Lynn outlined the equipment used for training covered by this grant; she said that it is a reallocation of unspent funds from a previous grant; and the County is the pass-through with no matching fund requirements.

Chairman Borer asked if we received any public comment on this item. Ms. Lemons stated there were none.

Supervisor Judd made a motion to approve \$78,398.88 from the 2019 Hazardous Materials Emergency Preparedness Grant to support equipment purchases for the Countywide Hazardous Materials Response Team, effective May 5, 2020. Vice-Chairman English seconded the motion.

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

STATE & FEDERAL LEGISLATION

10. 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 legislative policy committee is still meeting every Friday even though the legislature is not in session.

The Board took no action on this item.

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

Mr. Gilligan talked about the progress on two significant road projects that had been delayed but now have restarted, Robbs Road and Ft. Grant Road. He will be meeting with the Southeastern Arizona Communications (SEACOM) directors about the ten-year funding for maintenance of the communication system and the future of that budget. He recognized National Corrections Officers and Juvenile Detention Officers.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Supervisor Borer gave an update on the chip seal project on south Highway 92 from Sierra Vista to Bisbee with scheduled repairs to be done by the end of May. He gave precautions about the fire dangers prior to the monsoons.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Supervisor Judd deferred her report.

Chairman Borer adjourned the meeting at 10:53 a.m.

APPROVED:

Thomas E. Borer, Chairman

ATTEST:

Kim Lemons, Clerk of the Board

Demands 04/30/20
 Date Range 04/17/20-05/01/20
 Warrant Range 40103-40319

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40103	04/17/2020	Arizona Counties Insurance Pool	1600 - Finance	110 Payroll Clearing Fund	155,618.67
40104	04/17/2020	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	4,279.22
40105	04/23/2020	Aqua Life	0920 - Justice Court 2	100 General Fund	22.00
40106	04/23/2020	Aristigue, AnnMarie	1900 - Development Services	100 General Fund	321.05
40107	04/23/2020	Arizona Association of County Engineers	4010 - Highway Dept Administration	251 Highway Fund	500.00
40108	04/23/2020	Arizona Department of Corrections	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	7.66
40108	04/23/2020	Arizona Department of Corrections	1750 - Fleet Management	109 Fleet Management	31.66
40108	04/23/2020	Arizona Department of Corrections	2100 - Facilities Management	100 General Fund	95.32
40108	04/23/2020	Arizona Department of Corrections	7000 - Solid Waste	505 Solid Waste	113.53
40109	04/23/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	2,110.86
40109	04/23/2020	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	904.05
40110	04/23/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	3,918.95
40111	04/23/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	210.92
40112	04/23/2020	Barnett's Towing & Oxygen LLC	3000 - Sheriff	100 General Fund	155.00
40113	04/23/2020	Barnett's Towing LLC	1750 - Fleet Management	109 Fleet Management	412.50
40114	04/23/2020	Be Strong LLC	1750 - Fleet Management	100 General Fund	513.80
40115	04/23/2020	Bear Cat Manufacturing, Inc.	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	43.46
40116	04/23/2020	Benjamin Supply Inc.	3000 - Sheriff	100 General Fund	231.55
40117	04/23/2020	Benson Autobody Inc. dba Benson Glass	1750 - Fleet Management	100 General Fund	1,918.56
40118	04/23/2020	BI Incorporated	1200 - Juvenile Court Services	555 Juvenile Treatment Svcs	649.32
40119	04/23/2020	Bisbee Napa	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	571.52
40119	04/23/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	661.40
40120	04/23/2020	C & C Manufacturing LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	310.44
40121	04/23/2020	Cable One dba Sparklight	2100 - Facilities Management	100 General Fund	93.98
40122	04/23/2020	Cashman, William	4010 - Highway Dept Administration	251 Highway Fund	95.00
40123	04/23/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	2,372.36
40124	04/23/2020	CenturyLink Communications	1100 - Adult Probation	147 Adult Probation Svcs Fee	147.06
40124	04/23/2020	CenturyLink Communications	1200 - Juvenile Court Services	100 General Fund	34.50
40124	04/23/2020	CenturyLink Communications	1400 - General Government	216 SEACOM Operations	50.60
40124	04/23/2020	CenturyLink Communications	2100 - Facilities Management	105 Bisbee/Douglas Airport	83.51
40124	04/23/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	35.06
40124	04/23/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	148.25
40125	04/23/2020	Clear Channel Outdoor	0100 - Board of Supervisors	100 General Fund	3,157.28
40126	04/23/2020	Cochise County Sheriff's Department	1350 - Legal Defender	100 General Fund	6.00
40127	04/23/2020	Concentra Medical Centers	3000 - Sheriff	100 General Fund	188.50
40128	04/23/2020	Copper Queen Community Hospital	0100 - Board of Supervisors	251 Highway Fund	130.00
40129	04/23/2020	Cordova, Alecando	4010 - Highway Dept Administration	251 Highway Fund	95.00
40130	04/23/2020	CRM of America LLC	7000 - Solid Waste	506 Waste Tire Grant	5,034.29
40131	04/23/2020	Diamondback Police Supply Co	1100 - Adult Probation	159 Juv.Prob.Surveillance Gri	697.80
40132	04/23/2020	Dorame, Gamaliel Antonio Rabago	2100 - Facilities Management	400 County Capital Projects	12,950.00
40133	04/23/2020	Douglas, City of	3000 - Sheriff	100 General Fund	2,994.15
40134	04/23/2020	Election Systems & Software LLC	0500 - Elections	100 General Fund	2,066.44
40135	04/23/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	5,406.34
40136	04/23/2020	Helm, Livesay, & Worthington, Ltd	1600 - Finance	100 General Fund	10.28
40137	04/23/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	456.29
40138	04/23/2020	JWS Web Design LLC	1800 - IT/Communications	100 General Fund	375.00
40139	04/23/2020	Keefe Commissary Network, LLC	3000 - Sheriff	208 Sheriff Inmate Welfare	2,814.53
40140	04/23/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	341.18
40141	04/23/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	1,469.10
40142	04/23/2020	MGT OF AMERICA CONSULTING, LLC	1600 - Finance	100 General Fund	12,790.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40143	04/23/2020	Nyander, Penny Sue	1350 - Legal Defender	100 General Fund	115.50
40144	04/23/2020	PrevenTronics	0810 - Court Administration	100 General Fund	4,610.01
40144	04/23/2020	PrevenTronics	1800 - IT/Communications	100 General Fund	51,727.27
40145	04/23/2020	Professional Development Academy, LLC	0100 - Board of Supervisors	100 General Fund	495.00
40146	04/23/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Management	58.64
40146	04/23/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	137.84
40146	04/23/2020	Prudential Overall Supply	2000 - Airport Operations	105 Bisbee/Douglas Airport	217.40
40147	04/23/2020	PTS-Prisoner Transportation Services America LLC	3000 - Sheriff	100 General Fund	3,417.00
40148	04/23/2020	Purcell Tire & Rubber Company	1710 - Heavy Fleet Management	600 Heavy Fleet Management	3,910.37
40149	04/23/2020	R&R Repair LLC	7000 - Solid Waste	505 Solid Waste	7,064.29
40150	04/23/2020	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	1,493.30
40151	04/23/2020	Ruiz Tire Shop	1750 - Fleet Management	109 Fleet Management	8.00
40152	04/23/2020	Runbeck Election Services Inc.	0400 - Recorder	100 General Fund	20,713.24
40153	04/23/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Management	5,167.20
40154	04/23/2020	Schlesinger, Aaron	1350 - Legal Defender	100 General Fund	199.50
40155	04/23/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	3,754.49
40155	04/23/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	8,350.46
40156	04/23/2020	Seton Name Plate Company	3000 - Sheriff	100 General Fund	733.97
40157	04/23/2020	Sheakley Pension Administration Inc.	2200 - Human Resources	501 Cochise Combined Trust	558.25
40158	04/23/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	565.00
40159	04/23/2020	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	38.24
40160	04/23/2020	Sparkman Enterprises LLC dba Sparkman Home Service	2100 - Facilities Management	400 County Capital Projects	5,992.16
40161	04/23/2020	Stamback Septic Service	2100 - Facilities Management	105 Bisbee/Douglas Airport	201.59
40161	04/23/2020	Stamback Septic Service	4010 - Highway Dept Administration	251 Highway Fund	302.39
40161	04/23/2020	Stamback Septic Service	7000 - Solid Waste	505 Solid Waste	611.50
40162	04/23/2020	Stericycle Inc.	3000 - Sheriff	100 General Fund	2,066.18
40163	04/23/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	1,166.76
40163	04/23/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	1,050.91
40164	04/23/2020	Technical Resource Management, Inc.	1100 - Adult Probation	149 Adult Prob.Comm.Punish	1,644.00
40165	04/23/2020	Thomson West	0810 - Court Administration	151 Law Library	2,952.60
40166	04/23/2020	Those Guys Auto	1750 - Fleet Management	100 General Fund	219.96
40166	04/23/2020	Those Guys Auto	1750 - Fleet Management	109 Fleet Management	96.44
40167	04/23/2020	Traywick, Catherine Lynn	0200 - Treasurer	100 General Fund	651.14
40168	04/23/2020	UniFirst Corporation	2100 - Facilities Management	100 General Fund	153.28
40169	04/23/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	100 General Fund	108.84
40169	04/23/2020	Valley Telephone Cooperative, Inc.	3000 - Sheriff	208 Sheriff Inmate Welfare	89.90
40169	04/23/2020	Valley Telephone Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	287.97
40170	04/23/2020	VCA Apache Animal Hospital	3000 - Sheriff	207 Sheriff Donations Fund	221.11
40171	04/23/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	1,599.55
40172	04/23/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	565.95
40172	04/23/2020	Waxie Sanitary Supply	3000 - Sheriff	100 General Fund	1,358.99
40173	04/23/2020	Wick Communications	0200 - Treasurer	100 General Fund	275.17
40174	04/23/2020	Wick Communications	1900 - Development Services	100 General Fund	634.38
40175	04/23/2020	Zumar Industries, Inc.	4010 - Highway Dept Administration	251 Highway Fund	36,168.00
40176	04/23/2020	Arizona Public Defender Association	1300 - Public Defender	101 Public Defender Training	3,002.08
40177	04/23/2020	Arizona Public Defender Association	1350 - Legal Defender	100 General Fund	1,876.56
40178	04/23/2020	Arizona Public Defender Association	1310 - Legal Advocate	100 General Fund	2,376.56
40179	04/23/2020	Hopper Jr., Albert N	2100 - Facilities Management	400 County Capital Projects	9,620.00
40180	04/23/2020	Moots, Dominic D.	4010 - Highway Dept Administration	251 Highway Fund	100.00
40181	04/23/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	1,120.00
40182	04/23/2020	Acuna, Ernesto	0920 - Justice Court 2	100 General Fund	20.92
40183	04/23/2020	Sheila Ayrom	0920 - Justice Court 2	100 General Fund	20.92

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40184	04/23/2020	Berean Academy	0950 - Justice Court 5	100 General Fund	142.36
40185	04/23/2020	JOSEPH BURLEY	0950 - Justice Court 5	100 General Fund	1,000.00
40186	04/23/2020	CITY OF WILLCOX	0940 - Justice Court 4	100 General Fund	305.00
40187	04/23/2020	Ana Diaz	0920 - Justice Court 2	100 General Fund	16.81
40188	04/23/2020	MACKENZIE DAWN JONES	0930 - Justice Court 3	100 General Fund	46.86
40189	04/23/2020	JONATHON MERTON SCHRIVER III	0930 - Justice Court 3	100 General Fund	379.00
40190	04/23/2020	Sierra Vista Police Department	0950 - Justice Court 5	100 General Fund	130.16
40191	04/23/2020	Sierra Vista Unified School District No. 68	0950 - Justice Court 5	100 General Fund	134.22
40192	04/23/2020	TRAVELERS HOME & MARINE INS. CO.	0950 - Justice Court 5	100 General Fund	50.00
40193	04/23/2020	Walmart	0920 - Justice Court 2	100 General Fund	5.80
40194	04/30/2020	AlphaGraphics	0700 - Clerk of the Superior Court	100 General Fund	5,238.37
40194	04/30/2020	AlphaGraphics	7000 - Solid Waste	505 Solid Waste	993.84
40195	04/30/2020	Amazon.com LLC	8000 - County Library District	171 County Library	431.28
40195	04/30/2020	Amazon.com LLC	8000 - County Library District	182 CFSA-Troller Fund	322.55
40196	04/30/2020	Arizona Department of Corrections	3000 - Sheriff	203 Jail Enhancement	1,620.00
40197	04/30/2020	Arizona Medical Waste, LLC	5000 - Health Dept	100 General Fund	298.88
40198	04/30/2020	Arizona Public Service - APS	4010 - Highway Dept Administration	251 Highway Fund	769.07
40199	04/30/2020	Arizona Public Service - APS	2100 - Facilities Management	100 General Fund	26,506.20
40199	04/30/2020	Arizona Public Service - APS	7000 - Solid Waste	505 Solid Waste	852.83
40200	04/30/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	199.75
40201	04/30/2020	Arizona Water Company	2100 - Facilities Management	100 General Fund	2,744.28
40201	04/30/2020	Arizona Water Company	7000 - Solid Waste	505 Solid Waste	32.28
40202	04/30/2020	Atomic Nutrition, LLC	5000 - Health Dept	228 W.I.C. Grant	5,073.00
40203	04/30/2020	B & D Lumber and Hardware	3000 - Sheriff	100 General Fund	75.62
40204	04/30/2020	Banner-University Physicians Healthcare, Inc.	0810 - Court Administration	100 General Fund	500.00
40205	04/30/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	100 General Fund	1,085.92
40205	04/30/2020	Bella Vista Water Company-Liberty Water	2100 - Facilities Management	216 SEACOM Operations	115.36
40206	04/30/2020	Benson Autobody Inc. dba Benson Glass	1750 - Fleet Management	100 General Fund	1,792.65
40207	04/30/2020	Benson, City of	4010 - Highway Dept Administration	251 Highway Fund	403.33
40208	04/30/2020	Bisbee Napa	1750 - Fleet Management	109 Fleet Management	824.43
40209	04/30/2020	Blackstone Audio, Inc.	8000 - County Library District	171 County Library	229.98
40210	04/30/2020	Budget Towing	1750 - Fleet Management	100 General Fund	395.00
40211	04/30/2020	Canyon Vista Medical Center	5000 - Health Dept	100 General Fund	2,700.00
40212	04/30/2020	Cardinal Health Inc.	5000 - Health Dept	232 Family Planning	1,154.11
40212	04/30/2020	Cardinal Health Inc.	5000 - Health Dept	234 TB Control	67.74
40213	04/30/2020	Castleberry, Rick	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	100.00
40214	04/30/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	3,188.67
40214	04/30/2020	CenturyLink Communications	8000 - County Library District	171 County Library	1,467.15
40215	04/30/2020	CenturyLink Communications	0100 - Board of Supervisors	100 General Fund	70.66
40215	04/30/2020	CenturyLink Communications	0700 - Clerk of the Superior Court	100 General Fund	102.64
40215	04/30/2020	CenturyLink Communications	0910 - Justice Court 1	100 General Fund	40.07
40215	04/30/2020	CenturyLink Communications	0920 - Justice Court 2	100 General Fund	68.86
40215	04/30/2020	CenturyLink Communications	1750 - Fleet Management	109 Fleet Management	34.38
40215	04/30/2020	CenturyLink Communications	1800 - IT/Communications	100 General Fund	6,352.26
40215	04/30/2020	CenturyLink Communications	2100 - Facilities Management	105 Bisbee/Douglas Airport	181.20
40215	04/30/2020	CenturyLink Communications	3000 - Sheriff	100 General Fund	556.79
40215	04/30/2020	CenturyLink Communications	4010 - Highway Dept Administration	251 Highway Fund	34.43
40215	04/30/2020	CenturyLink Communications	5000 - Health Dept	100 General Fund	103.09
40215	04/30/2020	CenturyLink Communications	5000 - Health Dept	243 Immunization Program	102.94
40215	04/30/2020	CenturyLink Communications	7000 - Solid Waste	505 Solid Waste	338.73

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40216	04/30/2020	Cintas Corporation No. 445	4010 - Highway Dept Administration	251 Highway Fund	3,688.12
40217	04/30/2020	Clear Springs Utility, Inc.	4010 - Highway Dept Administration	251 Highway Fund	172.83
40218	04/30/2020	Cochise Lock and Safe, Inc.	2100 - Facilities Management	100 General Fund	246.87
40218	04/30/2020	Cochise Lock and Safe, Inc.	3000 - Sheriff	100 General Fund	9.72
40219	04/30/2020	Complete Aviation Fuel Systems	2000 - Airport Operations	105 Bisbee/Douglas Airport	2,457.85
40220	04/30/2020	Concentra Medical Centers	3000 - Sheriff	100 General Fund	313.00
40221	04/30/2020	Conney Safety Products	1750 - Fleet Management	109 Fleet Management	336.02
40222	04/30/2020	Copper Queen Community Hospital	5000 - Health Dept	100 General Fund	147.14
40223	04/30/2020	COX Communication Arizona, LLC	1400 - General Government	216 SEACOM Operations	112.40
40224	04/30/2020	CRM of America LLC	7000 - Solid Waste	506 Waste Tire Grant	2,735.52
40225	04/30/2020	Culligan of Tucson	0600 - County Attorney	100 General Fund	354.26
40226	04/30/2020	David M Waterman dba Law Offices of David Waterman	0100 - Board of Supervisors	100 General Fund	1,000.00
40227	04/30/2020	Deneke, Buffy	0810 - Court Administration	100 General Fund	439.60
40228	04/30/2020	Empire Southwest LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	1,129.64
40229	04/30/2020	Federal Express Corporation	3000 - Sheriff	100 General Fund	134.67
40230	04/30/2020	FRED RYAN SLAWSON DBA ORBITAL GAMES & COMI	8000 - County Library District	182 CFSA-Troller Fund	108.05
40231	04/30/2020	Griffith, David Bruce	0100 - Board of Supervisors	100 General Fund	2,000.00
40232	04/30/2020	Griffith, John W	0100 - Board of Supervisors	100 General Fund	500.00
40233	04/30/2020	Health Management Associates, Inc.	5000 - Health Dept	100 General Fund	9,150.00
40234	04/30/2020	HOV Services Inc/Lason Systems	0700 - Clerk of the Superior Court	100 General Fund	106.58
40235	04/30/2020	Interstate Battery	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	28.24
40235	04/30/2020	Interstate Battery	1750 - Fleet Management	109 Fleet Management	110.82
40236	04/30/2020	IronHawk Elevator LLC	2100 - Facilities Management	100 General Fund	3,150.00
40237	04/30/2020	Law Office of Stephanie C. Stoltman	0100 - Board of Supervisors	100 General Fund	1,000.00
40238	04/30/2020	Legend Technical Services of Arizona, Inc.	2100 - Facilities Management	105 Bisbee/Douglas Airport	57.00
40239	04/30/2020	Lowell A. Jensen, PLC	0100 - Board of Supervisors	100 General Fund	200.00
40240	04/30/2020	Mack's Auto Parts Inc	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	518.99
40240	04/30/2020	Mack's Auto Parts Inc	1750 - Fleet Management	109 Fleet Management	1,031.68
40241	04/30/2020	Manch Law Firm PLLC	0100 - Board of Supervisors	100 General Fund	4,087.20
40242	04/30/2020	Merle's Automotive Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	106.96
40242	04/30/2020	Merle's Automotive Supply	1750 - Fleet Management	109 Fleet Management	382.03
40243	04/30/2020	Net Transcripts, Inc.	0600 - County Attorney	100 General Fund	94.25
40244	04/30/2020	Nyander, Penny Sue	0600 - County Attorney	124 Attrny Anti-Racketeering	102.00
40244	04/30/2020	Nyander, Penny Sue	0810 - Court Administration	100 General Fund	584.20
40245	04/30/2020	Online Solutions LLC	1800 - IT/Communications	450 M.I.S. Capital Reserve	43,500.00
40246	04/30/2020	OverDrive, Inc.	8000 - County Library District	171 County Library	359.99
40246	04/30/2020	OverDrive, Inc.	8000 - County Library District	175 Friends of Library	296.44
40247	04/30/2020	Prudential Overall Supply	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	168.55
40247	04/30/2020	Prudential Overall Supply	1750 - Fleet Management	109 Fleet Management	146.61
40248	04/30/2020	Pueblo del Sol Water Company	4010 - Highway Dept Administration	251 Highway Fund	8.20
40249	04/30/2020	RELIAS, LLC	3000 - Sheriff	203 Jail Enhancement	9,673.81
40250	04/30/2020	RevolutionaryText, LLC	0810 - Court Administration	100 General Fund	451.50
40251	04/30/2020	Richardsons Remembrance Center	5000 - Health Dept	100 General Fund	2,245.00
40252	04/30/2020	Rothrock Investigations, LLC	0100 - Board of Supervisors	100 General Fund	550.18
40253	04/30/2020	RWC Group	1710 - Heavy Fleet Management	600 Heavy Fleet Managemen	19,493.65
40254	04/30/2020	Safelite Autoglass Corp.	1750 - Fleet Management	100 General Fund	349.23
40255	04/30/2020	Sarah Michele Martin	0100 - Board of Supervisors	100 General Fund	2,700.00
40256	04/30/2020	Schlesinger, Aaron	0810 - Court Administration	100 General Fund	378.00
40257	04/30/2020	Sedillos, Lorna Gries	5000 - Health Dept	245 Health Start	200.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40258	04/30/2020	Senergy Petroleum LLC	1710 - Heavy Fleet Management	600 Heavy Fleet Management	11,261.54
40259	04/30/2020	Senergy Petroleum LLC	1750 - Fleet Management	109 Fleet Management	1,893.51
40260	04/30/2020	Sierra Vista NAPA	1710 - Heavy Fleet Management	600 Heavy Fleet Management	251.78
40261	04/30/2020	Jonathan E. Smith	0940 - Justice Court 4	100 General Fund	50.00
40262	04/30/2020	Smith III, Lorin	7000 - Solid Waste	505 Solid Waste	159.99
40263	04/30/2020	Southwest Gas Corporation	2100 - Facilities Management	100 General Fund	283.13
40263	04/30/2020	Southwest Gas Corporation	4010 - Highway Dept Administration	251 Highway Fund	76.82
40264	04/30/2020	Sparkletts	0100 - Board of Supervisors	100 General Fund	67.93
40264	04/30/2020	Sparkletts	1800 - IT/Communications	100 General Fund	76.55
40264	04/30/2020	Sparkletts	8000 - County Library District	171 County Library	51.24
40265	04/30/2020	Stericycle Inc.	5000 - Health Dept	100 General Fund	825.11
40266	04/30/2020	Streitfeld, Stephen V. MD PC	0810 - Court Administration	100 General Fund	1,000.00
40267	04/30/2020	Sulphur Springs Valley Electric Cooperative, Inc.	2100 - Facilities Management	100 General Fund	3,518.99
40267	04/30/2020	Sulphur Springs Valley Electric Cooperative, Inc.	4010 - Highway Dept Administration	251 Highway Fund	503.65
40267	04/30/2020	Sulphur Springs Valley Electric Cooperative, Inc.	7000 - Solid Waste	505 Solid Waste	968.88
40268	04/30/2020	The Bisbee Observer LLC	0200 - Treasurer	100 General Fund	255.83
40269	04/30/2020	Those Guys Auto	1750 - Fleet Management	100 General Fund	107.40
40270	04/30/2020	Thrall, Scott	0100 - Board of Supervisors	100 General Fund	934.00
40271	04/30/2020	Trademark Visual, Inc.	1750 - Fleet Management	109 Fleet Management	1,816.04
40272	04/30/2020	Truly Nolen Exterminating Inc	7000 - Solid Waste	505 Solid Waste	212.20
40273	04/30/2020	UniFirst Corporation	2100 - Facilities Management	100 General Fund	153.28
40273	04/30/2020	UniFirst Corporation	7000 - Solid Waste	505 Solid Waste	345.22
40274	04/30/2020	United States Department of the Interior	4110 - Engineering & Natural Resource	261 Flood Control Distric	19,306.25
40275	04/30/2020	Valley Telephone Cooperative, Inc.	8000 - County Library District	171 County Library	191.33
40276	04/30/2020	VCA Animal Hospitals, Inc.	3000 - Sheriff	205 Sheriff Law Enforcement	1,596.28
40277	04/30/2020	VCA Apache Animal Hospital	3000 - Sheriff	203 Jail Enhancement	143.59
40277	04/30/2020	VCA Apache Animal Hospital	3000 - Sheriff	205 Sheriff Law Enforcement	169.82
40278	04/30/2020	Vermeer Sales Southwest	1710 - Heavy Fleet Management	600 Heavy Fleet Management	398.75
40279	04/30/2020	Voyager Fleet System, Inc.	1750 - Fleet Management	109 Fleet Management	4,001.34
40280	04/30/2020	W W Grainger Inc	2100 - Facilities Management	100 General Fund	639.16
40281	04/30/2020	W W Grainger Inc	5000 - Health Dept	218 Homeland Security Grant	7,530.78
40282	04/30/2020	W. R. Ryan Company	1750 - Fleet Management	109 Fleet Management	818.77
40283	04/30/2020	Watson Chevrolet Inc	1750 - Fleet Management	109 Fleet Management	487.99
40284	04/30/2020	Waxie Sanitary Supply	2100 - Facilities Management	100 General Fund	479.35
40285	04/30/2020	Western Emulsion, Inc	4010 - Highway Dept Administration	251 Highway Fund	22,661.35
40286	04/30/2020	Westlawn Chapel & Mortuary	5000 - Health Dept	100 General Fund	500.00
40287	04/30/2020	Wick Communications	3000 - Sheriff	100 General Fund	657.73
40288	04/30/2020	WilliamsRDM, Inc.	3000 - Sheriff	570 GIITEM	4,498.10
40289	04/30/2020	WIST Office Products Co	0600 - County Attorney	100 General Fund	772.47
40290	04/30/2020	Workers Assistance Program, Inc	2200 - Human Resources	100 General Fund	2,400.00
40291	04/30/2020	Zumar Industries, Inc.	4010 - Highway Dept Administration	251 Highway Fund	8,963.74
40292	04/30/2020	Arizona Supreme Court	1100 - Adult Probation	591 Adult Probation LEARN L	2,160.00
40293	04/30/2020	Arizona Supreme Court	1100 - Adult Probation	540 Drug Treatment Educatio	39,639.00
40294	04/30/2020	Trachtman, Sean	1800 - IT/Communications	100 General Fund	997.50
40295	04/30/2020	Erica Acosta	0920 - Justice Court 2	100 General Fund	25.00
40296	04/30/2020	Adam, Connie	0950 - Justice Court 5	100 General Fund	71.00
40297	04/30/2020	Andrade, Michael	0950 - Justice Court 5	100 General Fund	1,147.06
40298	04/30/2020	Contreras, Jesus	0920 - Justice Court 2	100 General Fund	16.81
40299	04/30/2020	Petra Cornel	0950 - Justice Court 5	100 General Fund	361.00

WARRANT #	CHECK DATE	VENDOR NAME	DEPARTMENT	FUND NAME	AMOUNT
40300	04/30/2020	MARCO DAGNINO	0950 - Justice Court 5	100 General Fund	549.00
40301	04/30/2020	Gabriel C. Dare	0950 - Justice Court 5	100 General Fund	376.00
40302	04/30/2020	SOPHIA ESCAMILLA	0910 - Justice Court 1	100 General Fund	158.00
40303	04/30/2020	ETHAN ELKIN FRANKSTON	0950 - Justice Court 5	100 General Fund	10,000.00
40304	04/30/2020	Andrew Gasson	0950 - Justice Court 5	100 General Fund	68.00
40305	04/30/2020	Ramon Guerrero	0920 - Justice Court 2	100 General Fund	200.00
40306	04/30/2020	Jennings, Jeffrey	0950 - Justice Court 5	100 General Fund	16.81
40307	04/30/2020	LARRY A LEACH	0910 - Justice Court 1	100 General Fund	100.00
40308	04/30/2020	Llanes, Luz	0920 - Justice Court 2	100 General Fund	30.00
40309	04/30/2020	Morales, Irene	0950 - Justice Court 5	100 General Fund	118.00
40310	04/30/2020	Murphy, Cindy	0950 - Justice Court 5	100 General Fund	218.48
40311	04/30/2020	Lisa Georgene Outland	0920 - Justice Court 2	100 General Fund	168.07
40312	04/30/2020	Pesina, Francisco	0940 - Justice Court 4	100 General Fund	100.00
40313	04/30/2020	SARAH PIETRO	0930 - Justice Court 3	100 General Fund	100.00
40314	04/30/2020	NICHOLAS SAINT RODRIGUEZ NUNEZ	1600 - Finance	100 General Fund	1,500.00
40315	04/30/2020	STEPHANIE VARELA	0950 - Justice Court 5	100 General Fund	39.90
40316	04/30/2020	Walmart	0920 - Justice Court 2	100 General Fund	42.02
40317	04/30/2020	Walmart	0930 - Justice Court 3	100 General Fund	25.00
40318	04/30/2020	Cochise County/Sheakley/National Bank	1600 - Finance	110 Payroll Clearing Fund	4,279.22
40318	5/1/2020	U S Postal Service	0400 - Recorder	100 General Fund	10,000.00
					777,565.83

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2020

Approve the proposed settlement of the Small Tax Appeal in Lewis Benson Properties, LLC v. Cochise County, ST2019-000174

Submitted By: Susana Stark, County Attorney

Department: County Attorney

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Sara L. Dent **TITLE of PRESENTER:** Deputy County Attorney

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the proposed settlement of the Small Tax Appeal in Lewis Benson Properties, LLC v. Cochise County, ST2019-000174, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value for parcel number 123-08-122D for tax year 2020. After inspecting the property, reviewing the taxpayers' documentation and other market factors/comparables, the Assessor agrees that the parcel's full cash value and limited property value for tax year 2020 should be lowered. The Assessor's recommended settlement offer is as follows:

- For tax year 2020, a reduction in full cash value from \$800,000 to \$500,000.
- For tax year 2020, a reduction in limited property value from \$693,635 to \$489,055.
- The assessment ratio shall be reduced from 18% to 17.7%.
- The legal class shall go from 1 to M.

Assessor shall recalculate the 2020 and 2021 taxes on the subject property based upon full cash value as stated above.

Each party would bear their own attorneys' fees and costs.

The taxpayer has accepted the settlement offer.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Stipulated Judgement

Stipulation for Entry of Judgement

1 BRIAN McINTYRE
2 COCHISE COUNTY ATTORNEY
3 By: SARA L. DENT
4 Civil Deputy County Attorney
5 State Bar No. 025979
6 P.O. Drawer CA
7 Bisbee, AZ 85603
8 (520) 432-8700
9 CVAttymeo@cochise.az.gov
10 *Attorney for Defendant Cochise County*

11
12 SUPERIOR COURT OF ARIZONA
13
14 IN THE ARIZONA TAX COURT
15

16 LEWIS BENSON PROPERTIES, LLC,) **Case No. ST2019-000174**
17)
18 Plaintiff,) **STIPULATED JUDGMENT**
19)
20 v.) **(Assigned to Commissioner Lindsay P.**
21) **Abramson)**
22 COCHISE COUNTY, a political)
23 subdivision of the State of Arizona,)
24)
25 Defendant.)
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30 The parties to this action having stipulated to the entry of this Judgment and
31 good cause appearing,

32 IT IS ORDERED, ADJUDGED AND DECREED THAT:

- 33 1. The only parcel subject to this judgment is parcel number 123-08-122D.
- 34 2. For tax year 2020:
 - 35 • The full cash value of the subject property shall be reduced from
 - 36 \$800,000 to \$500,000;

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- The limited property value of the subject property shall be reduced from \$693,635 to \$489,055;
- The legal class shall go from 1 to M;
- The assessment ratio shall be reduced from 18% to 17.7%;


3. Defendant shall recalculate the 2020 and 2021 taxes on the subject property based upon the full cash value and classification, as stated above, pursuant to Arizona Revised Statute § 42-16002 B.1.

4. Each party shall bear its own costs and attorney's fees.


DATED this _____ day of _____ 2020.

Commissioner Abramson

APPROVED AS TO FORM:



Lewis Benson Properties, LLC
c/o Michael J. Naifeh
6061 East Grant Road
Tucson, AZ 85712
Plaintiff/Pro Per



Sara L. Dent
Civil Deputy County Attorney
P.O. Drawer CA
Bisbee, AZ 85603
Attorney for Defendant Cochise County

1 BRIAN McINTYRE
2 COCHISE COUNTY ATTORNEY
3 By: SARA L. DENT
4 Civil Deputy County Attorney
5 State Bar No. 025979
6 P.O. Drawer CA
7 Bisbee, AZ 85603
8 (520) 432-8700
9 CVAttymeo@cochise.az.gov
10 *Attorney for Defendant Cochise County*

11
12 SUPERIOR COURT OF ARIZONA
13
14 IN THE ARIZONA TAX COURT

15 LEWIS BENSON PROPERTIES, LLC,)
16) **Case No. ST2019-000174**
17 Plaintiff,)
18) **STIPULATION FOR ENTRY OF**
19 v.) **JUDGMENT**
20)
21 COCHISE COUNTY, a political) **(Assigned to Commissioner Lindsay P.**
22 subdivision of the State of Arizona,) **Abramson)**
23)
24 Defendant.)
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31 The parties to this action stipulate that the Court may enter the attached
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33 Judgment in full and final disposition to this action.

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RESPECTFULLY SUBMITTED this ___ day of _____ 2020.

DATED: April 16, 2020



Lewis Benson Properties, LLC
c/o Michael J. Naifeh
6061 East Grant Road
Tucson, AZ 85712
Plaintiff/Pro Per

Cochise County Attorney

By: 

SARA L. DENT
Civil Deputy County Attorney

Copy of the foregoing mailed
this ___ day of _____ 2020, to:

Commissioner Lindsay P. Abramson
East Court Building-812
101 West Jefferson
Phoenix, AZ 85003-2243

Lewis Benson Properties, LLC
c/o Michael J. Naifeh
6061 East Grant Road
Tucson, AZ 85712
Plaintiff/Pro Per

Regular Board of Supervisors Meeting**Court Administration****Meeting Date:** 05/19/2020

Reappointment of Judge Pro Tempore

Submitted By: Shawneen Serrano, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Niltza Flores **TITLE of PRESENTER:** Associate Court Administrator**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 12-141; 8-231; 12-144; 22-121 & 22-122**Information****Agenda Item Text:**

Approve reappointment of Superior Court Judge Pro Tempore, Terry Bannon, pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144, effective July 1, 2020 through June 30, 2021.

Background:

The court is required to appoint Judge Pro Tem with Board of Supervisors approval. The Arizona Supreme Court must also approve appointment.

Department's Next Steps (if approved):

Reappointment of Superior Court Judge Pro Tem of Cochise County by Superior Court Presiding Judge.

Impact of NOT Approving/Alternatives:

We would need a new Juvenile Presiding Judge. This would cause delays in hearings and resolving cases.

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of approval of agenda item. Send Clerk's statement of outcome of item w/BOS vote.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Court Administration

Meeting Date:	05/19/2020		
Appointment of Superior Court Judge Pro Tempore			
Submitted By:	Shawneen Serrano, Court Administration		
Department:	Court Administration		
Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature NOT Required	# of ORIGINALS Submitted for Signature:	0
NAME of PRESENTER:	Niltza Flores	TITLE of PRESENTER:	Associate Court Administrator
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	Source of Mandate or Basis for Support?:	ARS 12-141, ARS 8-231, ARS 12-144

Information

Agenda Item Text:

Approve the appointment of Candyce Pardee to serve as Superior Court Pro Tempore, on a part-time basis pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144, effective July 1, 2020 through June 30, 2021.

Background:

For many years, the court has run several problem-solving courts serving juveniles, adult probationers and CARE Court, our most recent programs in Sierra Vista. With the growth in criminal cases and demand for the programs, the increase of judicial workload makes it very difficult to staff these important evidence-based programs; programs which reduce recidivism and jail stays.

The principle focus of this position is to cover the problem-solving courts and to provide court coverage so that the other judges can attend mandated Supreme Court training held each June.

The court is required to appoint Judge Pro Tempore with Board of Supervisors approval. The Arizona Supreme Court must also approve appointment.

Department's Next Steps (if approved):

Appointment of Superior Court Judge Pro Tempore by Superior Court Presiding Judge.

Impact of NOT Approving/Alternatives:

We would need to seek a waiver from the Chief Justice for one judge to remain in Cochise County during the conference to comply with Arizona Law. The judge who stays behind would still be required to obtain suitable training during the year to remain in good standing with the Supreme Court. We may need to discontinue the operation of one or more problem solving courts.

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of agenda item approval.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Court Administration****Meeting Date:** 05/19/2020

Justice of the Peace to serve as Juvenile Hearing Officers

Submitted By: Shawneen Serrano, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Niltza Flores **TITLE of PRESENTER:** Associate Court Administrator**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** 8-323**Information****Agenda Item Text:**

Approve the appointment of Justice of the Peace, Patrick Call, to serve as Juvenile Hearing Officer, authorized under ARS 8-323, effective May 19, 2020.

Background:

Standard practice is that Justices of the Peace are appointed by the Juvenile Presiding Judge to serve as Juvenile Hearing Officers.

Department's Next Steps (if approved):

Court Administration will prepare an Administrative Order and the Presiding Judge will appoint the Judicial Officer as Juvenile Hearing Officer.

Impact of NOT Approving/Alternatives:

Justice of the Peace will be unable to hear the Juvenile Civil traffic cases causing inconvenience of additional travel for the juveniles to attend a hearing.

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of agenda item approval.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Court Administration****Meeting Date:** 05/19/2020

Reappointment Justice of the Peace Pro Tems

Submitted By: Shawneen Serrano, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Niltza Flores **TITLE of PRESENTER:** Associate Court Administrator**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 22-121**Information****Agenda Item Text:**

Approve reappointment of Justice Court Precinct Five Pro Tempore, Gary W. Ramaecker, and the reappointment of Gerald F. Till, Paul Julien, Nathaniel Scott Redmon, C.J. Garan, Michael Skiles, and Pamela Housh as county-wide Justice of the Peace Pro Tempores for emergency or temporary coverage, both pursuant to ARS 22-121; and approve authorization to call upon an appropriately appointed Justice of the Peace Pro Tempore from another county in extenuating circumstances pursuant to ARS 22-122, effective July 1, 2020 through June, 30, 2021.

Background:

The court is required to appoint and annually reappoint Justices of the Peace Pro Tempore with the Board of Supervisors approval. This includes the approval to call upon a Justice of the Peace from another county when there is a conflict for all the Justice of the Peace in Cochise County.

Department's Next Steps (if approved):

Appointment of Justice of the Peace Pro Tems by Presiding Judge of Cochise County.

Impact of NOT Approving/Alternatives:

No temporary or emergency coverage in the Justice Courts.

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of agenda item approval- Send Clerk's statement of outcome of item w/BOS vote.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2020

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 05/14/20
Date Range 05/01/20-05/18/20
Warrant Range 40319 - 40563

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40320	05/07/20	Amazon.com LLC	831.18
40320	05/07/20	Amazon.com LLC	247.82
40320	05/07/20	Amazon.com LLC	1,025.31
40321	05/07/20	Anderson, Steven James	250.00
40322	05/07/20	Arizona Department of Transportation	1,382.19
40323	05/07/20	Arizona Machinery Company, LLC dba Stotz Equipment	918.83
40324	05/07/20	Arizona Public Service - APS	583.68
40325	05/07/20	Arizona State Prison Complex	655.48
40326	05/07/20	Arizona State Treasurer	184,563.00
40327	05/07/20	Arizona Supreme Court	5,500.00
40328	05/07/20	Arizona Water Company	2,088.72
40329	05/07/20	Athens Technical Specialists, Inc. (ATSI)	95,809.67
40330	05/07/20	Axon Enterprise, Inc.	109,068.46
40331	05/07/20	Bank of America	94,866.53
40332	05/07/20	Benson, City of	44.95
40333	05/07/20	Bisbee Napa	1,031.55
40333	05/07/20	Bisbee Napa	221.03
40334	05/07/20	Bob Barker Company, Inc.	1,641.17
40335	05/07/20	Bowie Water Improvement District	90.96
40336	05/07/20	Catholic Community Services Southern Arizona, Inc.	523.86
40337	05/07/20	CenturyLink Communications	0.02
40338	05/07/20	CenturyLink Communications	310.76
40338	05/07/20	CenturyLink Communications	104.79
40338	05/07/20	CenturyLink Communications	69.53
40338	05/07/20	CenturyLink Communications	172.99
40339	05/07/20	Cintas Corporation No. 445	929.50
40339	05/07/20	Cintas Corporation No. 445	346.95

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40340	05/07/20	City of Willcox Animal Shelter	19,392.50
40341	05/07/20	Clarke, Chris	100.00
40342	05/07/20	Cochise Family Advocacy Center	7,100.00
40343	05/07/20	Cochise Private Industry Council, Inc.	43,246.00
40344	05/07/20	Complete Aviation Fuel Systems	2,262.30
40345	05/07/20	Concentra Medical Centers	188.50
40346	05/07/20	CRM of America LLC	4,217.73
40347	05/07/20	Culligan of Tucson	179.79
40347	05/07/20	Culligan of Tucson	36.79
40348	05/07/20	Del's Tire Company	17.99
40349	05/07/20	Dell Marketing LP	5,648.48
40350	05/07/20	Deneke, Buffy	467.60
40351	05/07/20	Douglas, City of	26.34
40352	05/07/20	Durham Communications, Inc.	596.28
40352	05/07/20	Durham Communications, Inc.	596.28
40353	05/07/20	Elfrida Water Improvement District	32.78
40354	05/07/20	Empire Southwest LLC	2,940.44
40355	05/07/20	English, Ann S.	88.17
40356	05/07/20	Environmental Systems Research Institute, Inc ESRI	17,494.59
40357	05/07/20	SONIA ODESSA GAMEZ	33.60
40358	05/07/20	GM Propane	900.55
40359	05/07/20	Hodges Glass Co Inc	1,588.00
40360	05/07/20	Honeman, Van G.	158.00
40361	05/07/20	Interstate Battery	9.12
40362	05/07/20	Lawley Motors LLC	6,663.91
40363	05/07/20	Lawley's Team Ford Kia	222.91
40364	05/07/20	Mack's Auto Parts Inc	816.96
40365	05/07/20	Merle's Automotive Supply	418.35
40366	05/07/20	Nyander, Penny Sue	381.00
40367	05/07/20	OCLC Online Computer Library Center, Inc.	648.76

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40367	05/07/20	OCLC Online Computer Library Center, Inc.	214.76
40368	05/07/20	OverDrive, Inc.	654.81
40369	05/07/20	Pitney Bowes, Inc.	111.78
40370	05/07/20	Pneu-Dart, Inc.	5,644.63
40371	05/07/20	PrevenTronics	13,475.25
40372	05/07/20	ProForce Law Enforcement	3,122.44
40372	05/07/20	ProForce Law Enforcement	346.94
40373	05/07/20	Prudential Overall Supply	162.03
40373	05/07/20	Prudential Overall Supply	127.04
40374	05/07/20	Purcell Tire & Rubber Company	12,730.09
40375	05/07/20	RevolutionaryText, LLC	21,627.20
40376	05/07/20	Runbeck Election Services Inc.	3,279.84
40377	05/07/20	RWC Group	6,000.21
40378	05/07/20	Safelite Autoglass Corp.	343.29
40378	05/07/20	Safelite Autoglass Corp.	39.95
40379	05/07/20	Schlesinger, Aaron	106.40
40380	05/07/20	Senergy Petroleum LLC	10,647.36
40381	05/07/20	Senergy Petroleum LLC	4,877.40
40382	05/07/20	Servicemaster Commercial Cleaning Services, LLC	1,845.00
40383	05/07/20	SIERRA VISTA JUSTICE COURT	171.00
40384	05/07/20	Sierra Vista NAPA	434.27
40385	05/07/20	Southwest Disposal LC	131.25
40386	05/07/20	Southwest Gas Corporation	1,055.39
40387	05/07/20	Sparkletts	56.39
40387	05/07/20	Sparkletts	79.87
40387	05/07/20	Sparkletts	10.60
40388	05/07/20	Stericycle Inc.	258.18
40389	05/07/20	Streitfeld, Stephen V. MD PC	500.00
40390	05/07/20	Sulphur Springs Valley Electric Cooperative, Inc.	530.37
40390	05/07/20	Sulphur Springs Valley Electric Cooperative, Inc.	155.90

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40391	05/07/20	Sune D14 Misc-A Holdings, LLC	10,826.02
40392	05/07/20	The Bisbee Observer LLC	45.00
40393	05/07/20	Thomson West	122.53
40394	05/07/20	Tim's Wrecker Service	400.00
40395	05/07/20	TransUnion Risk and Alternative Data Solutions	54.80
40396	05/07/20	Trinity Services Group, Inc.	4,523.73
40396	05/07/20	Trinity Services Group, Inc.	41,031.10
40397	05/07/20	UniFirst Corporation	153.28
40398	05/07/20	Valley Telephone Cooperative, Inc.	35.99
40399	05/07/20	Verizon Wireless	5,977.42
40399	05/07/20	Verizon Wireless	264.91
40399	05/07/20	Verizon Wireless	113.36
40399	05/07/20	Verizon Wireless	591.20
40400	05/07/20	Vulcan Materials	1,862.90
40401	05/07/20	W W Grainger Inc	404.57
40402	05/07/20	W. R. Ryan Company	1,816.67
40403	05/07/20	Waste Management of Arizona, Inc.	183.70
40403	05/07/20	Waste Management of Arizona, Inc.	454.91
40404	05/07/20	Watson Chevrolet Inc	1,229.27
40405	05/07/20	Waxie Sanitary Supply	1,046.55
40405	05/07/20	Waxie Sanitary Supply	1,478.45
40406	05/07/20	West Press	1,256.41
40407	05/07/20	Western Emulsion, Inc	89,808.02
40408	05/07/20	Wick Communications	37.00
40409	05/07/20	Willcox, City of	1,411.78
40409	05/07/20	Willcox, City of	141.58
40410	05/07/20	Hopper Jr., Albert N	1,000.00
40411	05/07/20	Trachtman, Sean	1,032.50
40412	05/07/20	Adam, Connie	8.40
40413	05/07/20	Border Mart	35.37

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40414	05/07/20	Bradshaw, Dianna M	926.62
40415	05/07/20	JESSICA CLEVINGER	47.48
40416	05/07/20	Cochise County Highway & Floodplain Department	16.81
40417	05/07/20	Farmers Insurance	25.00
40418	05/07/20	Fields, Pierre	100.00
40419	05/07/20	Figueroa, Raymond	50.00
40420	05/07/20	HECTOR MARQUEZ	130.00
40421	05/07/20	Alistar McEwan	25.00
40422	05/07/20	Newell, Daniel	4,500.00
40423	05/07/20	MARIA J. QUIROZ	97.00
40424	05/07/20	Aubrey Stram	50.00
40425	05/07/20	JOAQUIN VALENCIA	21.01
40426	05/07/20	AFLAC	15,755.88
40427	05/07/20	Cochise County/Sheakley/National Bank	4,279.22
40428	05/12/20	Arizona Department of Administration-Risk Managemt	5,311.21
40429	05/12/20	Arizona State Retirement System	212.35
40430	05/15/20	A+ Language Services	46.00
40431	05/15/20	Alex Espinosa's Bisbee Funeral Home	1,826.00
40432	05/15/20	Amazon.com LLC	260.73
40433	05/15/20	APAAC- AZ Prosecuting Attorneys' Advisory Council	1,600.00
40434	05/15/20	Arizona Comfort Systems Heating & Cooling	8,101.74
40435	05/15/20	Arizona Machinery Company, LLC dba Stotz Equipment	70.15
40436	05/15/20	Arizona Police Psychology, PLLC	75.00
40437	05/15/20	Arizona Public Service - APS	5,026.27
40438	05/15/20	Arizona State Land Department	887.88
40439	05/15/20	Arizona Supreme Court	4,320.00
40440	05/15/20	Arizona Water Company	69.48
40441	05/15/20	Azam, Syed T.	1,250.00
40442	05/15/20	B & D Lumber and Hardware	39.33
40443	05/15/20	Baker & Taylor, LLC	4,316.23

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40444	05/15/20	Banales, Paul	485.00
40445	05/15/20	Banner-University Physicians Healthcare, Inc.	500.00
40446	05/15/20	Benjamin Supply Inc.	366.46
40447	05/15/20	Benson Hospital Corporation	115.00
40448	05/15/20	Benson, City of	374.44
40449	05/15/20	Bisbee NAPA	492.34
40450	05/15/20	Blackstone Audio, Inc.	298.72
40451	05/15/20	Bowie Water Improvement District	55.48
40452	05/15/20	Bug-Wiser Exterminating, Inc.	1,035.00
40453	05/15/20	Cable One dba Sparklight	574.81
40454	05/15/20	Canyon State Wireless Inc.	8,237.44
40455	05/15/20	Canyon Vista Medical Center	90.00
40456	05/15/20	Cardinal Health Inc.	135.48
40457	05/15/20	Center for Disease Detection, LLC	307.00
40458	05/15/20	CenturyLink Communications	540.63
40459	05/15/20	Chambers , Mark J.	4,200.00
40460	05/15/20	Cintas Corporation No. 445	836.38
40461	05/15/20	City of Bisbee	7,446.51
40462	05/15/20	Cochise County Farmers Association	523.61
40463	05/15/20	Cochise Supplies, Inc.	28.02
40464	05/15/20	Community Bridges, Inc.	23,250.00
40465	05/15/20	Copygraphix Inc.	21,226.68
40466	05/15/20	COX Communication Arizona, LLC	327.54
40467	05/15/20	Crawford Supply Co	84.48
40468	05/15/20	CRM of America LLC	3,275.63
40469	05/15/20	Culligan of Tucson	233.62
40470	05/15/20	Culligan of Tucson	289.11
40471	05/15/20	CureMD.com, Inc.	305.00
40472	05/15/20	Deneke, Buffy	673.00
40473	05/15/20	Dominion Environmental Consultants, Inc.	13,541.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40474	05/15/20	Douglas, City of	338.52
40475	05/15/20	Empire Southwest LLC	777.41
40476	05/15/20	ExhibitOne Corporation	37,690.00
40477	05/15/20	Federal Express Corporation	17.51
40478	05/15/20	Fry Fire District	705.28
40479	05/15/20	Goodmans, Inc.	84,254.89
40480	05/15/20	Griffith, David Bruce	1,685.00
40481	05/15/20	Hatfield Funeral Home	640.00
40482	05/15/20	Honeman, Van G.	289.10
40483	05/15/20	International Chemtex Corporation	737.00
40484	05/15/20	Interstate Battery	94.74
40485	05/15/20	IronHawk Elevator LLC	1,137.00
40486	05/15/20	Jellison Law Offices, PLLC	157.50
40487	05/15/20	Jensen's Sierra Vista Mortuary	1,290.00
40488	05/15/20	KE&G Construction Inc.	85,528.15
40489	05/15/20	KE&G Construction Inc.	736.85
40490	05/15/20	Keefe Commissary Network, LLC	9,120.50
40491	05/15/20	Kids at Hope	196.00
40492	05/15/20	Laboratory Corporation of America	70.00
40493	05/15/20	Language Line Services, Inc.	27.06
40494	05/15/20	Law Office of Janelle A. McEachern	1,275.00
40495	05/15/20	Law Office of Joan M Sacramento	2,500.00
40496	05/15/20	Law Office of John A MacKinnon, PLLC	250.00
40497	05/15/20	Legend Technical Services of Arizona, Inc.	32.00
40498	05/15/20	McCoys Septic Services LLC	700.00
40499	05/15/20	Mindful Lactation	360.00
40500	05/15/20	Morgan, J. Michael Ph. D.	295.00
40501	05/15/20	Northern Cochise Community Hospital, Inc.	158.08
40502	05/15/20	Office Depot	1,303.19
40503	05/15/20	Olivares, Veronica	20.00

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40504	05/15/20	OverDrive, Inc.	370.95
40505	05/15/20	Porta-Pot	750.75
40506	05/15/20	PRECISION DYNAMICS CORP. DBA PDC-IDENTICARD	915.16
40507	05/15/20	Prudential Overall Supply	168.55
40508	05/15/20	PTS-Prisoner Transportation Services America LLC	6,717.00
40509	05/15/20	Purcell Tire & Rubber Company	3,550.52
40510	05/15/20	RevolutionaryText, LLC	20,448.00
40511	05/15/20	Richardsons Remembrance Center	750.00
40512	05/15/20	Riggs, Karen C.	1,890.00
40513	05/15/20	Rothrock Investigations, LLC	633.75
40514	05/15/20	Rutherford Diversified Ind.	27,010.00
40515	05/15/20	RWC Group	5,467.59
40516	05/15/20	Salinas, Rufino	195.00
40517	05/15/20	Sanofi Pasteur	631.95
40518	05/15/20	Schiff, Laurence	2,800.00
40519	05/15/20	Schlesinger, Aaron	574.20
40520	05/15/20	Schlievert, Scott W.	1,500.00
40521	05/15/20	Senergy Petroleum LLC	8,718.70
40522	05/15/20	Sierra Vista NAPA	117.54
40523	05/15/20	Southwest Disposal LC	131.25
40524	05/15/20	Southwest Gas Corporation	8,499.23
40525	05/15/20	Stantec Consulting Services, Inc.	33,940.75
40526	05/15/20	Stericycle Inc.	1,190.55
40527	05/15/20	Sulphur Springs Valley Electric Cooperative, Inc.	5,772.43
40528	05/15/20	The Bisbee Observer LLC	343.37
40529	05/15/20	The Law Offices of Harriette P Levitt, PLLC	925.00
40530	05/15/20	The W Law Firm PLLC	22,064.70
40531	05/15/20	Thomson West	289.74
40532	05/15/20	Thomson West	486.68
40533	05/15/20	Titan Machinery Inc.	582.64

WARRANT #	CHECK DATE	VENDOR NAME	AMOUNT
40534	05/15/20	Trane U.S. Inc.	845.00
40535	05/15/20	UniFirst Corporation	153.28
40536	05/15/20	University of Arizona	28,953.25
40537	05/15/20	Valley Telephone Cooperative, Inc.	729.18
40538	05/15/20	VCA Apache Animal Hospital	15.24
40539	05/15/20	Verizon Wireless	5,186.10
40540	05/15/20	Waste Management of Arizona, Inc.	594.32
40541	05/15/20	Waxie Sanitary Supply	1,137.97
40542	05/15/20	WEST Consultants, Inc.	5,748.99
40543	05/15/20	Western Emulsion, Inc	64,113.07
40544	05/15/20	Westlawn Chapel & Mortuary	1,614.50
40545	05/15/20	Wick Communications	100.92
40546	05/15/20	Wick Communications	4,863.12
40547	05/15/20	Wick Communications	169.66
40548	05/15/20	Willcox, City of	551.25
40549	05/15/20	WIST Office Products Co	664.32
40550	05/15/20	Guardian Tax AZ LLC	35.26
40551	05/15/20	Quality Carpet & Tile	3,396.52
40552	05/15/20	Trachtman, Sean	1,225.00
40553	05/15/20	Traywick, Catherine Lynn	608.39
40554	05/15/20	Berean Academy	68.95
40555	05/15/20	de Moreno, Maria G. Lopez	800.00
40556	05/15/20	Diaz , Ana	8.40
40557	05/15/20	Grajeda, Edward	75.00
40558	05/15/20	Rivera , Claudia Susana	25.00
40559	05/15/20	Rojas , Steven	42.02
40560	05/15/20	Sierra Vista Police Department	63.04
40561	05/15/20	Sierra Vista Unified School District No. 68	65.01
40562	05/15/20	Walmart	21.01
40563	05/18/20	U S Postal Service	7,785.80

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2020

Dollar General Store #20512- Series 10 (Beer & Wine Store) Liquor License

Submitted By: Melissa Tucker, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: BOS Signature **# of ORIGINALS** 2
NOT Required **Submitted for Signature:**

NAME of PRESENTER: Kim Lemons **TITLE of PRESENTER:** Clerk of the Board

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Series #10 (Beer & Wine Store) new liquor license application submitted by Ms.Teresa Linette Trovato, for Dollar General Store #20512, located at 306 N. Mescal Road, Benson, AZ 85602.

Background:

Mr.Teresa Linette Trovato has applied for a (Beer & Wine Store), located at 306 N. Mescal Road, Benson, AZ 85602. The Sheriff's Office has no recommendation. Treasurer's Office advised that the property taxes for the parcel in question are current. The Development Services Department has recommended approval of the application. There have been no formal protests to this liquor license.

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

Ms.Teresa Linette Trovato has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Affidavit of Posting

Department Review Forms

Job # 104671
Trovato, Teresa
#10 App.

APPLICATION INFORMATION

Application Number: 104671
Application Type: New Application
Created Date: 03/31/2020

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
* SAN PEDRO VALLEY HIGH SCHOOL
197 E 7TH ST BENSON AZ 85602
8 MILES

PEACE IN THE VALLEY LUTHERAN
551 SJ 6 RANCH RD BENSON AZ 85602
4,532.84 FEET
- 3) Are you one of the following? Please indicate below.
Property Tennant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
EVICTION
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
COCHISE COUNTY
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0.00
- 7) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
2/10/2020

AMENDMENT

20 APR 7 11:41:14 PM 2020

State of Arizona
Department of Liquor Licenses and Control

Created 04/01/2020 @ 09:35:32 AM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	DOLLAR GENERAL STORE#20512	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	306 N MESCAL ROAD BENSON, AZ 85602 USA	
Mailing Address:	100 MISSION RIDGE ATTN: TAX DEPT GOODLETTSVILLE, TN 37072 USA	
Phone:	(000)000-0000	
Alt. Phone:	(615)855-4000	
Email:	TAX-BEERANDWINELICENSE@DOLLARGENERAL.COM	

AGENT

Name:	TERESA LINETTE TROVATO
Gender:	Female
Correspondence Address:	100 MISSION RIDGE ATTN: TAX DEPT GOODLETTSVILLE, TN 37072 USA
Phone:	(615)855-4000
Alt. Phone:	
Email:	TAX-BEERANDWINELICENSE@DOLLARGENERAL.COM

OWNER

Name: DG RETAIL LLC
Contact Name: SEVERAL - SEE CASE NOTES
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R12264236 State of Incorporation: TN
Incorporation Date: 09/01/2005
Correspondence Address: 100 MISSION RIDGE
ATTN: TAX DEPT
GOODLETTSVILLE, TN 37072
USA
Phone: (615)804-6080
Alt. Phone:
Email: TAX-BEERANDWINELICENSE@DOLLARGENERAL.COM,
MARLENE.WHITE@SQUIREPB.COM

Officers / Stockholders

Name:	Title:	% Interest:
DG PROMOTIONS INC	Member,Stockholder	100.00
JASON SCOTT REISER	CMO, Sec	
LAWRENCE JOSEPH GATTA JR.	VP/GMM	

DG PROMOTIONS INC - CEO

Name: STEVEN RAY DECKARD
Gender: Male
Correspondence Address: 100 MISSION RIDGE
ATTN: TAX DEPT
GOODLETTSVILLE, TN 37072
USA
Phone: (615)855-5257
Alt. Phone:
Email:

DG RETAIL LLC - VP/GMM

Name: LAWRENCE JOSEPH GATTA JR.
Gender: Male
Correspondence Address: 100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
USA
Phone: (615)855-5533
Alt. Phone:
Email: TAX-BEERANDWINELICENSE@DOLLARGENERAL.COM

DG RETAIL LLC - Member,Stockholder

Name: DG PROMOTIONS INC
Contact Name: MICHELLE VALENZUELA
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
USA
Phone: (615)913-2210
Alt. Phone:
Email: TAX-BEERANDWINELICENSE@DOLLARGENERAL.COM

DG PROMOTIONS INC - Stockholder

Name: DOLLAR GENERAL CORPORATION
Contact Name: MICHELLE VALENZUELA
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
USA
Phone: (615)913-2210
Alt. Phone:
Email: TAX-BEERANDWINELICENSE@DOLLARGENERAL.COM

**DG PROMOTIONS INC - CMO, Sec
DG RETAIL LLC - CMO, Sec**

Name: JASON SCOTT REISER
Gender: Male
Correspondence Address: 100 MISSION RIDGE
ATTN: TAX DEPT
GOODLETTSVILLE, TN 37072
USA
Phone: (615)855-4000
Alt. Phone:
Email: JRESISER@DOLLARGENERAL.COM

MANAGERS

Name: ASHLEE DAWN THRELKELD
Gender: Female
Correspondence Address: 880 N 1ST AVENUE
SHOW LOW, AZ 85901
USA
Phone: (928)228-9998
Alt. Phone:
Email:

Name: ROSEMARY Y MANDELT
Gender: Female
Correspondence Address: 15710 W DURANGO STREET
GOODYEAR, AZ 85338
USA
Phone: (623)972-3316
Alt. Phone:
Email:

Name: SAMMY DEE SPOO
Gender: Male
Correspondence Address: 2178 WESTERN STAR DRIVE
OVERGARD, AZ 85933
USA
Phone: (928)537-2633
Alt. Phone:
Email:

Name: DAVID MCARTHUR BRACKEN
Gender: Male
Correspondence Address: 28108 N GRANITE AVENUE
QUEEN CREEK, AZ 85143
USA
Phone: (928)305-6475
Alt. Phone: (480)772-2590
Email:

Name: CHRISTIE JOANNE FORD
Gender: Female
Correspondence Address: 2725 S RURAL ROAD
#35
TEMPE, AZ 85282
USA
Phone: (480)392-9243
Alt. Phone:
Email:

Name: DEBBIE ELOISE CHEEK
Gender: Female
Correspondence Address: 775 W ROGER ROAD
57
TUCSON, AZ 85705
USA
Phone: (928)235-8513
Alt. Phone: (520)234-2825
Email:

Name: WILLIAM HENRY CONLEY
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (480)707-3499
Alt. Phone:
Email: WICONLEY@FAMILYDOLLAR.COM

Name: KATHRYN ANN KELLIHER
Gender: Female
Correspondence Address: 100 MISSION RIDGE
GOODLETTSVILLE, TN 37072
USA
Phone: (615)855-4000
Alt. Phone:
Email: KKELLIHER@DOLLARGENERAL.COM

Name: THOMAS STEVEN REISSIG
Gender: Male
Correspondence Address: 15615 N 23RD PLACE
PHOENIX, AZ 85022
USA
Phone: (928)215-5196
Alt. Phone:
Email:

Name: CRYSTAL LYNN MICHEL
Gender: Female
Correspondence Address: 2775 N EVANS
KINGMAN, AZ 86401
USA
Phone: (928)404-9114
Alt. Phone: (928)242-5197
Email:

Name: VIRGINIA DIANE LUCHI
Gender: Female
Correspondence Address: 9858 E FLOSSMOOR AVENUE
MESA, AZ 85208
USA
Phone: (928)402-9485
Alt. Phone: (413)446-9060
Email:

Name: THOMAS EDWARD BENNING
Gender: Male
Correspondence Address: 1279 W CASTLE DRIVE
CASA GRANDE, AZ 85722
USA
Phone: (520)466-6551
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 104671
Application Type: New Application
Created Date: 03/31/2020

Cynthia

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)

PEACE IN THE VALLEY LUTHERAN
551 SJ 6 RANCH RD BENSON AZ 85602
4,532.84
- 3) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
EVICTION
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
COCHISE COUNTY
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0.00
- 7) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
2/10/2020

DOLLAR GENERAL

DRAWING HISTORY
 DATE: 12/18/19 BY: AMG

E.A.T. 11

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)

PROJECT TYPE: NEW

FORMAL TYPE: DG19

PLAN TYPE: 9100-D

LAND USE TYPE: NCI

DESCRIPTION: STANDARD

ISSUE DATE: 02/03/20

DATE OF THIS SET: 7.368

MARKET SET: 978

MARKET SET: 9221

MARKET SET: OPEN

MARKET SET: 11-D

MARKET SET: 318

MARKET SET: 38

MARKET SET: 20512

MARKET SET: 306 N MESCAL RD

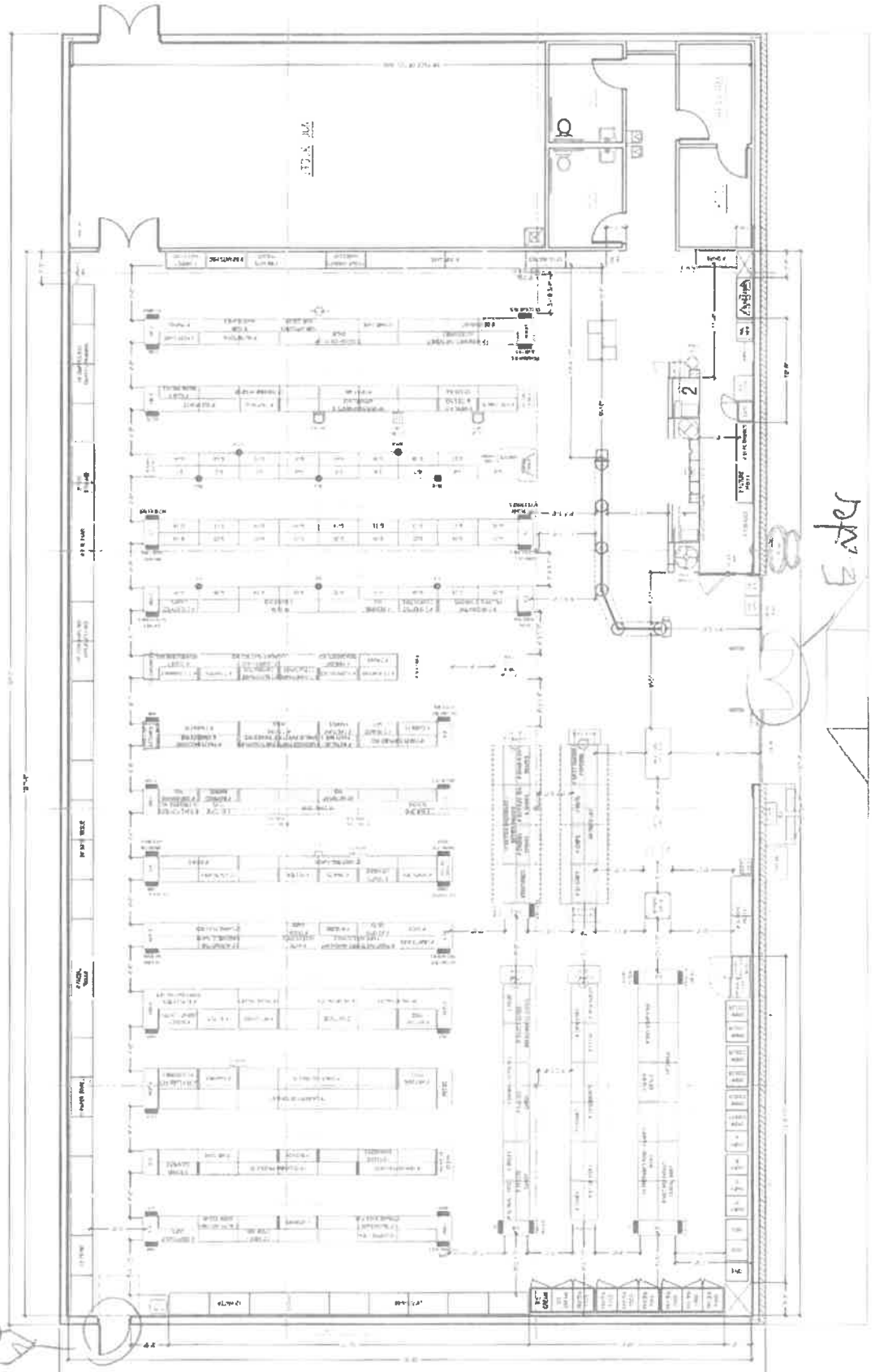
MARKET SET: BENSON

MARKET SET: AZ

MARKET SET: B5602

MARKET SET: STORE PLANNING HOTLINE

MARKET SET: (615) 855-6385



Total Sq. Ft 9,221

STORE PLANNING HOTLINE

AFFIDAVIT

DG Promotions, Inc., a C Corporation incorporated in the State of Tennessee is a wholly owned subsidiary of Dollar General Corporation. The stock of Dollar General Corporation is publicly traded on the New York Stock Exchange with 1,000,000,000 shares authorized and approximately 332,326,972 shares issued as of May 31, 2012.




Lawrence Gatta
Senior Vice President
DG Promotions, Inc.

STATE OF TN)

) ss.

County of Davidson)

Sworn to and subscribed before me this 17 day of January, ~~2018~~ ²⁰²⁰, by Lawrence Gatta, who is personally known to me as the Chief Financial Officer, of DG Promotions, Inc.


Notary





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

APPLICANT/CONTROLLING PERSON AFFIDAVIT

**TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT.
 IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.**

Organization: DG Promotions, Inc. (Member to DG Retail, LLC)
 Affidavit of: Steven R. Deckard
 Position/Title: Chief Executive Officer
 State of: Tennessee AZ Corp./L.L.C. #: R12264236
 County of: Davidson State Incorporated: Tennessee
 The undersigned, Lawrence Gatta Being first sworn under oath declares:

1. In connection with this organization's application to obtain a liquor license for our operation(s) in Arizona, have complete d and delivered to the Arizona Department of Liquor Licenses and Control the required questionnaire and fingerprint card
2. The required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who direct or are involved in the direction of the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and delivered to the Arizona Department of Liquor Licenses and Control.

Name and title of such individuals are as follows (or list attached):

- 1) Jason Scott Reiser - Chief Merchandising Operator and Secretary
- 2) Lawrence Joseph Gatta Jr. - Senior Vice President & General Merchandise Manager
- 3) _____
- 4) _____

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

- 1) Steven R. Deckard - Chief Executive Officer - 8-13-68, Vincennes, IN
- 2) _____
- 3) _____
- 4) _____

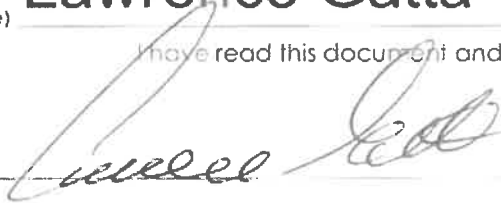
- 4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.
- 5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

DATED this 17 day of January, 2020

Lawrence Gatta

I (Print Full Name) declare that I am the APPLICANT filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature)



State TN County of Davidson
The foregoing instrument was acknowledged before me this

17 day of January, 2020

My Commission Expires on:

7/3/2023
Date




(Signature of Notary Public)

ENTITY FLOWCHART

DG Retail, LLC
(100% - Member of DG Promotions, Inc.)

|

DG Promotions, Inc.
(No officer holds more than 10%)

|

Dollar General Corporation – Publically traded entity

OFFICER INFORMATION

DG Promotions, Inc.: A wholly owned subsidiary of the publically traded Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Steven Ray Deckard	Chief Executive Officer
Jason Scott Reiser	Chief Merchandising Operator and Secretary

DG Retail, LLC: A wholly owned subsidiary of DG Promotions, Inc.
100 Mission Ridge
Goodlettsville, TN 37072

Jason Scott Reiser	Chief Merchandising Operator and Secretary
Lawrence Joseph Gatta Jr.	Senior Vice President & General Merchandise Manager



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

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

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

804.867

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

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

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

Liquor License#: 104671

1. Check the Appropriate Box →

Controlling Person Agent Premises Manager
(complete all questions except #12)

2. Name: Trovato Teresa Linette Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Moline IL USA Height: 5'4" Weight: 130 Eyes: Hazel Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: _____

7. Daytime telephone number: 615-855-4000 E-mail address: tdavis@dollargeneral.com

8. Business Name: Dollar General Store #20512 Business Phone: pending / pending / pending

9. Business Location Address: 306 N. Mescal Rd. Benson AZ Cochise 85602
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2016	CURRENT	District Manager	Dollar General, 100 Mission Ridge, Goodlettsville, TN 37072
11/2011	11/2015	Market Manager	Walmart, 2875 W. Martin Luther King Blvd, Fayetteville, AR 72704

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
4/16	CURRENT	2321 E. Camino La Zorrela, Tucson, AZ 85710
4/98	4/16	7710 La Jessica Cir, Kalamazoo, MI 49009

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**


NOTARY

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


Signature: Teresa Trovato State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this 18th Day of February, 2020

My Commission Expires on: 3/14/2022 Date 2-18-2020 Day Month Year



David Enriquez
Notary Public
Cochise County, Arizona
My Comm. Expires 03/14/22



Signature of Notary

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

PRINT NAME: Teresa Trovato SIGNATURE: Teresa Trovato



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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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

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

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

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

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Teresa Linette Trovato

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

If Yes, indicate place of birth:

City Moline State (or equivalent) Illinois Country or Territory USA

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

2) Name of document: Arizona Drivers License
Go to Section IV.

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

SECTION III – ALIEN STATUS DECLARATION

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

Name of document provided

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

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

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

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

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

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

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

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

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

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

SECTION IV - DECLARATION

All applicants must complete this section.

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

Teresa TROVATO

Individual Owner/Agent Printed Name

Teresa Trovato

Individual Owner/Agent Signature

2/18/20

Today's Date

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

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

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

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

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D

9a END NONE

12 REST B

4d DLN [REDACTED]

3 DOB [REDACTED]

1 TROVATO

2 TERESA L

6 2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718-3018



4b EXP 08/30/2021

4a ISS 01/04/2017

15 SEX F

18 EYES HAZ

16 HGT 5'-04"

19 HAIR BRO

17 WGT 130 lb



Teresa Trovato

DONOR

5 DD 1550B6637T1017T5

USA

ARIZONA DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION



CLASS D
E: ID NONE
REST B



1 TROVATO
2 TERESA L
3 2321 E CAMINO LA ZORRELA
4 TUCSON, AZ 85718-3018

60. EXP 08/30/2021 40. ISS 01/04/2017

15. SEX F 18. EYES HAZ
16. HGT 5'-04" 19. HAIR BRO
17. WGT 130 lb

DONOR

5. DID 1650B6637T1017T5

Teresa Trovato

ARIZONA DRIVER LICENSE

NOT FOR FEDERAL IDENTIFICATION

1. SEX: D
2. HAIR: NONE
3. EYES: B

4. NAME: TROVATO
5. LAST: TERESA L.
6. ADDRESS: 2321 E CAMINO LA ZORRELA
TUCSON, AZ 85718-3018

7. DOB: 08/30/2021

8. EXPIRES: 01/04/2017

9. SEX: F
10. HGT: 5-04"
11. WGT: 130 lb

1550B6637T1017T5

Vertical text on the right edge of the page, possibly a scanning artifact or page number.

Certificate #452906

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Linette
Teresa Trovato

Full Name (please print)

Teresa Trovato

Signature

Linette

03-09-2020

Training Completion Date

03-08-2023

Certificate Expiration Date

(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete

Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. § 4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert Graham

Instructor Signature

09 / 03 / 2020

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)

Government (series 5)

Bar (series 6)

Beer & Wine Bar (series 7)

Conveyance (series 8)

Liquor Store (series 9)

Private Club (series 14)

Hotel/Motel w/restaurant (series 11)

Restaurant (series 12)

In-state Farm Winery (series 13)

Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor

July 11, 2013

Certificate #452906

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Lnette
Teresa Trovato

Full Name (please print)

Teresa Trovato

Signature

Lnette

03-09-2020

Training Completion Date

03-08-2023

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V. Graham

Instructor Signature

09 / 03 / 2020

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013



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

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

FP current
 4/27/18

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

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

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

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

Liquor License#: 104671

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Reiser Jason Scott Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: Hartford CT USA Height: 5' 10" Weight: 175 Eyes: Hazel Hair: Gray
City State COUNTRY (not county)

5. Name of current/most recent spouse: Reiser Jeni Melinda Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: N/A

7. Daytime telephone number: 615-855-4000 E-mail address: jreiser@dollargeneral.com

8. Business Name: Dollar General Store #20512 Business Phone: pending / pending / pending

9. Business Location Address: 306 N. Mescal Rd. Benson AZ Cochise 85602
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
7/2017	CURRENT	EVP, Chief Merchant	Dollar General, 100 Mission Ridge, Goodlettsville, TN 37072
7/2016	7/2017	EVP, Chief Operating Officer	Vitamin Shoppe, 300 Harmon Meadow Blvd, Secaucus, NJ 07094
8/2013	7/2016	EVP, Chief Merchant	Family Dollar, 10401 Monroe Rd, Matthews, NC 28105
8/2006	8/2013	VP, Health & Family Care	Sam's Club, 2101 SE Simple Savings Dr, Bentonville, AR 72716

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/17	CURRENT	2512 Belmont Blvd., Nashville, TN 37212
10/15	8/17	317 E. Kingston Ave., Charlotte, NC 28203
10/13	10/15	5523 Meadow Haven Lane, Charlotte, NC 28270
8/11	10/13	2 W. Leiston Dr., Rogers, AR 72758

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202.4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: [Signature] State of TN County of Davidson
The foregoing instrument was acknowledged before me this

My Commission Expires on: July 3, 2023 Date, July 3 Day of February, 2020 Month Year

[Signature]
Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____



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

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

FP Current
 7127118

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

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

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

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

Liquor License#: 104671

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager <small>(complete all questions except #12)</small>
--	--------------------------------	---

2. Name: Gatta, Jr. Lawrence Joseph Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security # [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: Niles OH USA Height: 5'11" Weight: 180 Eyes: Blue Hair: Gray
City State COUNTRY (not county)

5. Name of current/most recent spouse: Widower Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: _____

7. Daytime telephone number: 615-855-4000 E-mail address: tax-beerandwinelicense@dollargeneral.com

8. Business Name: Dollar General Store #20512 Business Phone: / /
pending pending pending

9. Business Location Address: 306 N. Mescal Rd. Benson AZ Cochise 85602
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
6/2013	CURRENT	Senior Vice President	Dollar General Corporation, 100 Mission Ridge, Goodlettsville, TN 37072

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
3/09	CURRENT	844 Windstone Blvd., Brentwood, TN 37027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
 If you answered YES, then answer #13 below. If NO, skip to #14.
13. Have you attended a **DLIC** approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of **ANY** criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone **EVER** obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: Lawrence Joseph Gatta, Jr.

State of TN County of Davidson

The foregoing instrument was acknowledged before me this

My Commission Expires on: July 3, 2023 Date

17th Day of January, 2020
 Day Month Year



Sarisa Murrell
 Signature of Notary

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

PRINT NAME: _____

SIGNATURE: _____



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

AFFIDAVIT OF POSTING

Date of Posting: 4-27-2020 Date of Posting Removal: 5-18-2020

Applicant's Name: Trovato Teresa Linette
Last First Middle

Business Address: 306 N. Mescal Road Benson 85602
Street City Zip

License #: 104671

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

CHRIS SAYLOR code compliance officer 520803 3963
Print Name of City/County Official Title Phone Number

[Signature] 5/18/2020
Signature Date Signed

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

Save time

every day!

MEDICAL, GUARDSMEN AND FIRST RESPONDERS SAVE 10% STOREWIDE.

To Our Honored Dealer General Contractors
We will be closing this location at **9 pm**

To Our Honored Dealer General Contractors
We will be closing this location at 9 pm

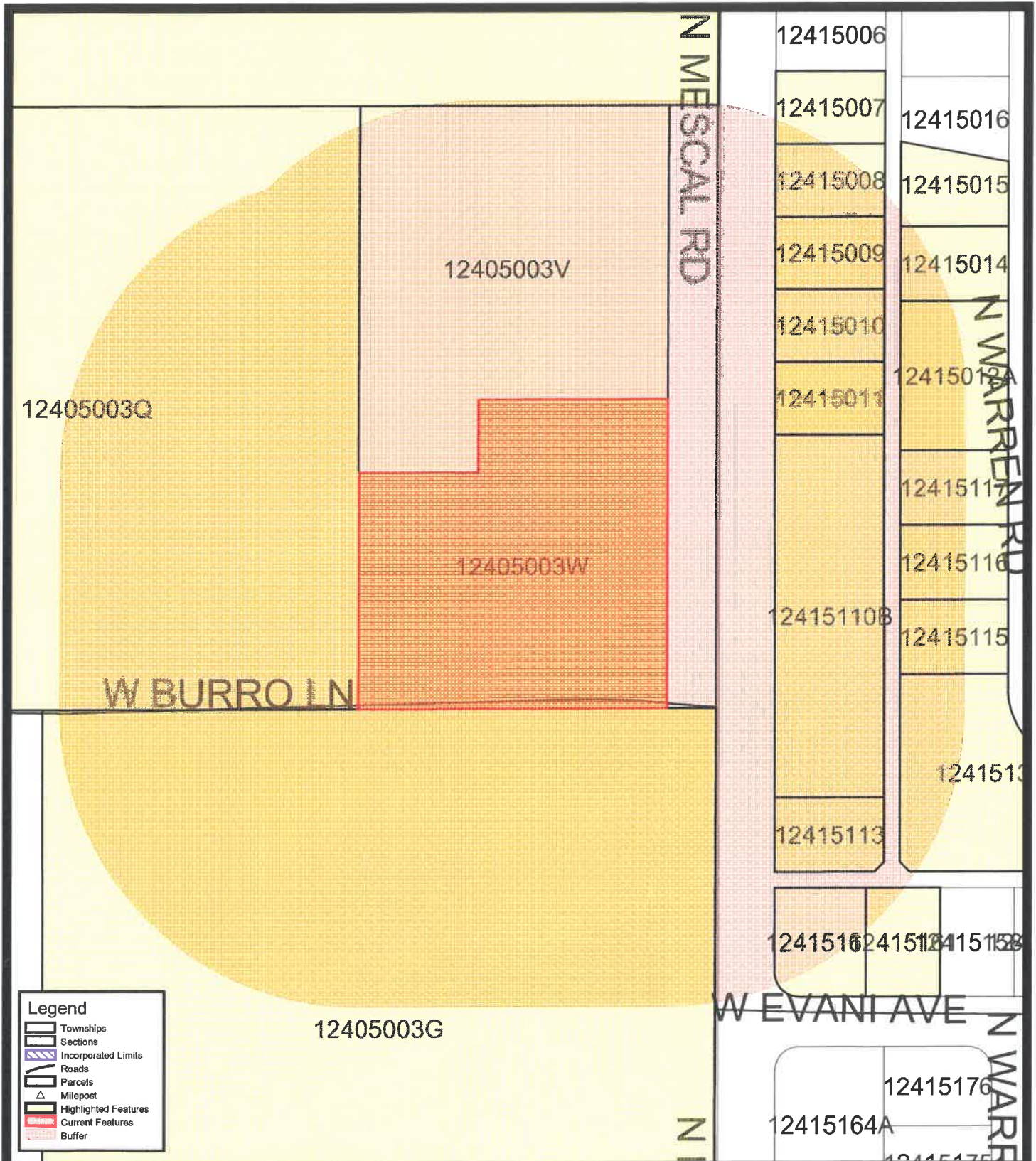
BEVERAGES
WIND CHIMES
at 11:00am



CAUTION STAND BACK

KINGSFORD
100% RED CEDAR
GRILLING
UP TODAY A
0 Kingsford / 2020
THE ORIGINAL
KINGSFORD





Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Highlighted Features
- Current Features
- Buffer



Dollar General
124-05-003W

This map is a product of the
 Cochise County GIS
 Information Technology Dept.

0' 1" = 137'

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 306 N. Mescal Road
Business Name: Dollar General Store #20512 City/Zip: Benson 85602
Liquor License #: 104671 Parcel #: 124-05-003W
Ownership Type: n/a Liquor License Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

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

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

Disapproval

No Recommendation

Name: Rich Morales

Title: Lieutenant

Signature: 

Date: 05/08/2020

Contact phone: (520)805-5672

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

May 11, 2020

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 306 N. Mescal Road
Business Name: Dollar General Store #20512 City/Zip: Benson 85602
Liquor License #: 104671 Parcel #: 124-05-003W
Ownership Type: n/a Liquor License Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

XXX Yes No

If not, please attach pertinent documentation.

Comments:

FOR 2019 TAXES THE PARCEL # 124-05-003-N3 THE PARCEL SPLIT FOR 2020 TO 124-05-003-W

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 05/04/2020
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: May 11, 2020

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

- Restaurant/Hotel-Motel
- Club/Government
- Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 306 N. Mescal Road
Business Name: Dollar General Store #20512 City/Zip: Benson 85602
Liquor License #: 104671 Parcel #: 124-05-003W
Ownership Type: n/a Liquor License Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	--	--------------------------------------

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y N Zoning: RU-2
Use permitted by P&Z? Y N Permit#: 19-1145
Date Permit Issued: August 27, 2019 Use Permitted: Retail Sales
If use not permitted, is it LNC? Y N Year LNC Established: N/A

- The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Amaya Title: Zoning Administrator
Signature: Dora V Amaya Date: April 28, 2020
Contact phone: 520-803-3988 Email: damaya@cochise.az.gov

Return completed form with any attachments by: May 11, 2020

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Teresa Linette Trovato Address: 306 N. Mescal Road
Business Name: Dollar General Store #20512 City/Zip: Benson 85602
Liquor License #: 104671 Parcel #: 124-05-003W
Ownership Type: n/a Liquor License Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: EHS III
Signature:  Date: 4/28/20
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: May 11, 2020

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 05/19/2020
Notice of Claim Gateway of Light multi
Submitted By: Kim Lemons, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation
Document Signatures:

Recommendation:
of ORIGINALS
Submitted for Signature:
TITLE Assessor
of PRESENTER:
Source of Mandate
or Basis for Support?:

NAME Philip Leiendecker
of PRESENTER:
Mandated Function?:

Information

Agenda Item Text:

Sitting as the Cochise County Board of Equalization, the Board of Supervisors will uphold or amend the Assessor's decision for the Taxpayer Notice of Claim for 120-23-005, multiple parcels (Mr. George Hadanich, Gateway of Light).

Background:

Mr. George Hadanich, Gateway of Light, filed a Taxpayer Notice of Claim. Philip Leiendecker, Assessor, disputed the claim of error. Gateway of Light then filed a petition for Review of Taxpayer Notice of Claim with the Board of Equalization within the allotted 90 days. The Board is required by statute to hear the case and render a decision within 30 days.

The Petition was received on April 20, 2020. The Board must make a decision by May 20, 2020.

Department's Next Steps (if approved):

Send a decision letter to the petitioner with copies to the Assessor and the Treasurer.

Impact of NOT Approving/Alternatives:

Will not be in statutory compliance after May 20, 2020.

To BOS Staff: Document Disposition/Follow-Up:

See above

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Assessor_20200320_Decision

Appellant_NOC_AppealForms

NOC_HearingNotice



County of Cochise
OFFICE OF THE COUNTY ASSESSOR
 P.O. DRAWER 168
 BISBEE, ARIZONA 85603
 OFFICE: (520) 432-8650 FAX: (520) 432-8698
 E-Mail: assessor@cochise.az.gov

Philip S. Leiendecker
Assessor

Felix Dagnino
Chief Deputy Assessor

RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: GATEWAY OF LIGHT

Parcel #: _____

PP Taxpayer ID #: 12023004A

Notice of Claim / Error #: 20191031011 1 OF 8

Date: 3/18/2020

Results of Review:

Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR	2019	FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS	LAND	LEGAL CLASS	LAND	
		IMPS			IMPS		IMPS	
		PERSONAL PROPERTY			PERSONAL PROPERTY		PERSONAL PROPERTY	CLAIM DENIED
ASST RATIO		TOTAL FCV		ASST RATIO	TOTAL FCV	ASST RATIO	TOTAL FCV	
		TOTAL LPV			TOTAL LPV		TOTAL LPV	
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS	LAND	LEGAL CLASS	LAND	
		IMPS			IMPS		IMPS	
		PERSONAL PROPERTY			PERSONAL PROPERTY		PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO	TOTAL FCV	ASST RATIO	TOTAL FCV	
		TOTAL LPV			TOTAL LPV		TOTAL LPV	
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS	LAND	LEGAL CLASS	LAND	
		IMPS			IMPS		IMPS	
		PERSONAL PROPERTY			PERSONAL PROPERTY		PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO	TOTAL FCV	ASST RATIO	TOTAL FCV	
		TOTAL LPV			TOTAL LPV		TOTAL LPV	
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS	LAND	LEGAL CLASS	LAND	
		IMPS			IMPS		IMPS	
		PERSONAL PROPERTY			PERSONAL PROPERTY		PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO	TOTAL FCV	ASST RATIO	TOTAL FCV	
		TOTAL LPV			TOTAL LPV		TOTAL LPV	

Philip S. Leiendecker
SIGNATURE OF TAX OFFICER

3/20/2020
DATE



County of Cochise
OFFICE OF THE COUNTY ASSESSOR
 P.O. DRAWER 168
 BISBEE, ARIZONA 85603
 OFFICE: (520) 432-8650 FAX: (520) 432-8698
 E-Mail: assessor@cochise.az.gov

Philip S. Leindecker
 Assessor

Felix Dagnino
 Chief Deputy Assessor

RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: GATEWAY OF LIGHT
 Parcel #: 11701011B
 PP Taxpayer ID #: _____
 Notice of Claim / Error #: 20191031011 2 OF 8
 Date: 3/18/2020

Results of Review:

Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR	2019	FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						CLAIM DENIED
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						
TAX YEAR								
		FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						
TAX YEAR								
		FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						
TAX YEAR								
		FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						

Philip S. Leindecker

 SIGNATURE OF TAX OFFICER

3/20/2020

 DATE



County of Cochise
OFFICE OF THE COUNTY ASSESSOR
 P.O. DRAWER 168
 BISBEE, ARIZONA 85603
 OFFICE: (520) 432-8650 FAX: (520) 432-8698
 E-Mail: assessor@cochise.az.gov

Philip S. Leindecker
 Assessor

Felix Dagnino
 Chief Deputy Assessor

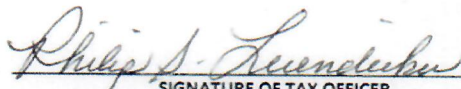
RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: GATEWAY OF LIGHT
 Parcel #: 12023005
 PP Taxpayer ID #: _____
 Notice of Claim / Error #: 20191031011 3 OF 8
 Date: 3/18/2020

Results of Review:

Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR	2019	FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						CLAIM DENIED
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		
		IMPS						
		PERSONAL PROPERTY						
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		
		TOTAL LPV						



 SIGNATURE OF TAX OFFICER

3/20/2020

 DATE



County of Cochise
OFFICE OF THE COUNTY ASSESSOR
 P.O. DRAWER 168
 BISBEE, ARIZONA 85603
 OFFICE: (520) 432-8650 FAX: (520) 432-8698
 E-Mail: assessor@cochise.az.gov

Philip S. Leiendecker
Assessor

Felix Dagnino
Chief Deputy Assessor

RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: _____ GATEWAY OF LIGHT _____
 Parcel #: _____ 11701011A _____
 PP Taxpayer ID #: _____
 Notice of Claim / Error #: _____ 20191031011 4 OF 8 _____
 Date: _____ 3/18/2020 _____

Results of Review:

Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR		2019		FROM		TO		DISPUTED DECISION					
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND			
		IMPS				IMPS				IMPS			
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY			CLAIM DENIED
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV			
		TOTAL LPV				TOTAL LPV				TOTAL LPV			

TAX YEAR		FROM		TO		DISPUTED DECISION							
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND			
		IMPS				IMPS				IMPS			
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY			
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV			
		TOTAL LPV				TOTAL LPV				TOTAL LPV			

TAX YEAR		FROM		TO		DISPUTED DECISION							
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND			
		IMPS				IMPS				IMPS			
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY			
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV			
		TOTAL LPV				TOTAL LPV				TOTAL LPV			

TAX YEAR		FROM		TO		DISPUTED DECISION							
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND			
		IMPS				IMPS				IMPS			
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY			
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV			
		TOTAL LPV				TOTAL LPV				TOTAL LPV			

Philip S. Leiendecker

 SIGNATURE OF TAX OFFICER

3/20/2020

 DATE



County of Cochise
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 P.O. DRAWER 168
 BISBEE, ARIZONA 85603
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 E-Mail: assessor@cochise.az.gov

Philip S. Leindecker
 Assessor

Felix Dagnino
 Chief Deputy Assessor

RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: GATEWAY OF LIGHT
 Parcel #: 12023007
 PP Taxpayer ID #: _____
 Notice of Claim / Error #: 20191031011 5 OF 8
 Date: 3/18/2020

Results of Review:

Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR		2019		FROM		TO		DISPUTED DECISION			
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY	CLAIM DENIED
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
TAX YEAR				FROM		TO		DISPUTED DECISION			
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
TAX YEAR				FROM		TO		DISPUTED DECISION			
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
TAX YEAR				FROM		TO		DISPUTED DECISION			
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	

 SIGNATURE OF TAX OFFICER

3/20/2020

 DATE



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 E-Mail: assessor@cochise.az.gov

Philip S. Leindecker
 Assessor

Felix Dagnino
 Chief Deputy Assessor

RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: GATEWAY OF LIGHT
 Parcel #: 12023004
 PP Taxpayer ID #: _____
 Notice of Claim / Error #: 20191031011 6 OF 8
 Date: 3/18/2020

Results of Review:

Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR	2019	FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND
		IMPS						IMPS
		PERSONAL PROPERTY						PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO				TOTAL FCV
		TOTAL LPV						TOTAL LPV
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND
		IMPS						IMPS
		PERSONAL PROPERTY						PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO				TOTAL FCV
		TOTAL LPV						TOTAL LPV
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND
		IMPS						IMPS
		PERSONAL PROPERTY						PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO				TOTAL FCV
		TOTAL LPV						TOTAL LPV
TAX YEAR								
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND
		IMPS						IMPS
		PERSONAL PROPERTY						PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO				TOTAL FCV
		TOTAL LPV						TOTAL LPV



 SIGNATURE OF TAX OFFICER

3/20/2020

 DATE



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Philip S. Leindecker
 Assessor

Felix Dagnino
 Chief Deputy Assessor

RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: GATEWAY OF LIGHT
 Parcel #: M960007301
 PP Taxpayer ID #: _____
 Notice of Claim / Error #: 20191031011 7 OF 8
 Date: 3/18/2020

Results of Review:

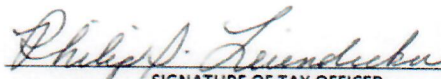
Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR		2019		FROM		TO		DISPUTED DECISION		
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND
		IMPS				IMPS				IMPS
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV
		TOTAL LPV				TOTAL LPV				TOTAL LPV
										CLAIM DENIED

TAX YEAR		FROM		TO		DISPUTED DECISION				
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND
		IMPS				IMPS				IMPS
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV
		TOTAL LPV				TOTAL LPV				TOTAL LPV

TAX YEAR		FROM		TO		DISPUTED DECISION				
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND
		IMPS				IMPS				IMPS
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV
		TOTAL LPV				TOTAL LPV				TOTAL LPV

TAX YEAR		FROM		TO		DISPUTED DECISION				
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND
		IMPS				IMPS				IMPS
		PERSONAL PROPERTY				PERSONAL PROPERTY				PERSONAL PROPERTY
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV
		TOTAL LPV				TOTAL LPV				TOTAL LPV



 SIGNATURE OF TAX OFFICER

3/20/2020

 DATE



County of Cochise
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 E-Mail: assessor@cochise.az.gov

Philip S. Leiendecker
 Assessor

Felix Dagnino
 Chief Deputy Assessor

RESULTS OF: NOTICE OF CLAIM NOTICE OF PROPOSED CORRECTION

Owner's Name: GATEWAY OF LIGHT
 Parcel #: 12023006D
 PP Taxpayer ID #: _____
 Notice of Claim / Error #: 20191031011 8 OF 8
 Date: 3/18/2020

Results of Review:

Results of Disputed Review: Scheduled meeting with taxpayer representatives on 12/19/2019. Assessor decision to deny the 2019 exemption claim by Gateway of Light was based on a physical review of the properties and interview of Gateway of Light representative on 8/20/2019. The filing of a Notice of Claim to challenge or appeal the exemption decision is an inappropriate application of the error correction process which is restricted to non-discretionary errors not involving judgement or opinion. The 2019 Notice of Claim of an error is denied pursuant to A.R.S. 42-16251.

TAX YEAR	2019	FROM		TO		DISPUTED DECISION			
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND	
		IMPS						IMPS	
		PERSONAL PROPERTY						PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		TOTAL FCV	
		TOTAL LPV						TOTAL LPV	
TAX YEAR									
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND	
		IMPS						IMPS	
		PERSONAL PROPERTY						PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		TOTAL FCV	
		TOTAL LPV						TOTAL LPV	
TAX YEAR									
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND	
		IMPS						IMPS	
		PERSONAL PROPERTY						PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		TOTAL FCV	
		TOTAL LPV						TOTAL LPV	
TAX YEAR									
LEGAL CLASS		LAND		LEGAL CLASS		LEGAL CLASS		LAND	
		IMPS						IMPS	
		PERSONAL PROPERTY						PERSONAL PROPERTY	
ASST RATIO		TOTAL FCV		ASST RATIO		ASST RATIO		TOTAL FCV	
		TOTAL LPV						TOTAL LPV	



 SIGNATURE OF TAX OFFICER

3/20/2020

 DATE

PETITION FOR REVIEW OF TAXPAYER NOTICE OF CLAIM

Pursuant to A.R.S. § 42-18254

FOR PETITIONS FILED IN MARICOPA OR PIMA COUNTY, SUBMIT TO THE STATE BOARD OF EQUALIZATION (SBOE).
IF FILED IN ANY OTHER COUNTY, SUBMIT TO THE COUNTY BOARD OF EQUALIZATION.

- File this petition within **90 DAYS** of the date of the meeting with the Tax Officer. Include a copy of the Notice of Claim and the Tax Officer's decision.
- Keep a copy for your records and mail or hand deliver one copy to either the County or State Board of Equalization.
- Deliver one copy to the Tax Officer. If mailed, send certified mail. *THE ORIGINAL APPEAL OF 10/31/19 IS VALID*
- Include an Agency Authorization form (DOR-82130AA) with this petition if the agent did not represent the taxpayer when filing the Notice of Claim.
- Complete Items 1 through 7 where applicable. *AND WAS ACCEPTED BY THE BOARD PER BRITTHANSON*

1. COUNTY GOCHISE PARCEL ID: SEE ATTACHED ACCOUNT NUMBER ED GILLIGAN, PEGGY
 2. IF THIS IS A MULTIPLE PARCEL CLAIM, CHECK HERE AND ATTACH A TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM (82179BB). *JUDG*
 3. PROPERTY ADDRESS OR LEGAL DESCRIPTION 707 N CAMINO BIBLIA, COCHISE AZ/1092 W HIGHLAND RD, PEARCE, AZ 85625

4A. TYPE OR PRINT OWNER'S NAME AND ADDRESS AS LISTED ON TAX ROLL:
GATEWAY OF LIGHT
P.O BOX 710
PEARCE AZ, 85625-0710

4B. MAIL DECISION TO:
GATEWAY OF LIGHT
P.O BOX 710
PEARCE AZ, 85625-0710

5. COMPLETED BY: (Owner, Agent, or Attorney) PRESIDENT / *THIS IS NOT A NEW APPEAL. IT IS ONLY A NEWLY REQUESTED FORM TO PROCESS COUNTY PAPERWORK* *George Kadarich*

AGENTS ONLY: Real Estate Appraisal Division Number # _____ SBOE # _____ (Pima and Maricopa Counties Only)

6. BASIS FOR THIS PETITION: Additional documents submitted must contain the parcel ID number or tax roll number and be attached to the petition. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation, changing the classification, or no change.
PROPERTY SHOULD BE EXEMPT UNDER ARS 42-11109
INCORRECT INFORMATION WAS USED BY THE ASSESSOR TO MAKE THE DETERMINATION
IN ADDITION SEE COURT'S DECISION IN LYONS V. STATEBOARD 104.30 867 (ARIZ.APP.2005)

TAX YEAR	FROM (Currently)	LAND	TO (Proposed correction):	LAND
Current Year	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____
One Year Prior	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____
Two Years Prior	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____
Three Years Prior	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____	PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	IMPS _____ FCV _____ LPV _____

7. I hereby request that the petition above be reviewed by the County or State Board of Equalization and that the Board consider the provided information in making its determination. I hereby affirm that the information included or attached is true and correct.

IN PIMA AND MARICOPA COUNTIES ONLY:
If you want this appeal to be heard on the record check here and submit any additional written or typed information with this form. This means that neither you nor the Tax Officer will appear in person before the State Board of Equalization to offer oral testimony.

George Kadarich
 SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE
 DATE 10/31/19
RESIGNED 4/17/20

BOARD OF EQUALIZATION DECISION	FULL CASH VALUE \$ _____	LIMITED PROPERTY VALUE \$ _____	PROPERTY CLASS _____	ASMT RATIO _____
BASIS FOR DECISION: _____				
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> 2020 APR 20 AM 11:55 RECEIVED GOCHISE COUNTY BOARD OF SUPERVISORS </div>				
DATE RECEIVED _____	DATE DECISION MAILED _____	CHAIRMAN OR CLERK OF THE BOARD _____		

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM

Pursuant to A.R.S. § 42-16254

FOR OFFICIAL USE ONLY

NUMBER _____

Parcels included in this claim must be part of the same economic unit with common characteristics and location. All parcels must have the same basis for the claim, although estimates of values may vary.

For each parcel listed, state the current property classification, assessment ratio, land full cash value, improvement full cash value, total full cash value (sum of land and improvement FCV) and limited property value in the "FROM" section. State any changes you are requesting in the "TO" section. Keep a copy of this form for your records.

TOTAL NUMBER OF PARCELS INCLUDED IN THIS CLAIM: 8 LEAD PARCEL ID: _____ ACCOUNT NUMBER _____

PARCEL ID: 120-23-00500

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>2R</u> FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ <u>TAX EXEMPT</u> FCV ASSMT RATIO _____ <u>RELIG. NON PROFIT</u> LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____

PARCEL ID: 117-01-011 A8

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>M</u> FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ <u>TAX EXEMPT</u> FCV ASSMT RATIO _____ <u>RELIG. NON PROFIT</u> LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____

George Padanich
SIGNATURE OF OWNER OR REPRESENTATIVE

ACCEPTED 10/31/19
DATE
RESIGNED 4/17/20

TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM

Pursuant to A.R.S. § 42-16254

FOR OFFICIAL USE ONLY

NUMBER 2334

Parcels included in this claim must be part of the same economic unit with common characteristics and location. All parcels must have the same basis for the claim, although estimates of values may vary.

For each parcel listed, state the current property classification, assessment ratio, land full cash value, improvement full cash value, total full cash value (sum of land and improvement FCV) and limited property value in the "FROM" section. State any changes you are requesting in the "TO" section. Keep a copy of this form for your records.

TOTAL NUMBER OF PARCELS INCLUDED IN THIS CLAIM: 8 LEAD PARCEL ID: _____ ACCOUNT NUMBER _____

PARCEL ID: 120-23-00706

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>2R</u>	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ <u>TAX EXEMPT</u> FCV ASSMT RATIO _____ <u>RELIG. NON PROFIT</u> LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____

PARCEL ID: 120-23-00407

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>M</u>	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ <u>TAX EXEMPT</u> FCV ASSMT RATIO _____ <u>RELIG. NON PROFIT</u> LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____

SIGNATURE OF OWNER OR REPRESENTATIVE

DOE FORM 02179BB (05/2017)

ACCEPTED 10/31/19
DATE
RESIGNED 4/17/20

TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM

Pursuant to A.R.S. § 42-16254

FOR OFFICIAL USE ONLY

NUMBER _____

Parcels included in this claim must be part of the same economic unit with common characteristics and location. All parcels must have the same basis for the claim, although estimates of values may vary.

For each parcel listed, state the current property classification, assessment ratio, land full cash value, improvement full cash value, total full cash value (sum of land and improvement FCV) and limited property value in the "FROM" section. State any changes you are requesting in the "TO" section. **Keep a copy of this form for your records!**

TOTAL NUMBER OF PARCELS INCLUDED IN THIS CLAIM: 8 LEAD PARCEL ID: _____ ACCOUNT NUMBER _____

PARCEL ID: 120-23-004Ab

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>9008</u>	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ TAX EXEMPT FCV ASSMT RATIO _____ RELIG. NONPROFIT LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____

PARCEL ID: 117-01-011B7

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>9008</u>	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ TAX EXEMPT FCV ASSMT RATIO _____ RELIG. NONPROFIT LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____	LAND _____ IMPS _____ FCV _____ LPV _____

George Madanich
SIGNATURE OF OWNER OR REPRESENTATIVE

ACCEPTED 10/31/19
DATE
RESIGNED 4/17/20

TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM

Pursuant to A.R.S. § 42-16254

FOR OFFICIAL USE ONLY

NUMBER _____

Parcels included in this claim must be part of the same economic unit with common characteristics and location. All parcels must have the same basis for the claim, although estimates of values may vary.

For each parcel listed, state the current property classification, assessment ratio, land full cash value, improvement full cash value, total full cash value (sum of land and improvement FCV) and limited property value in the "FROM" section. State any changes you are requesting in the "TO" section. Keep a copy of this form for your records.

TOTAL NUMBER OF PARCELS INCLUDED IN THIS CLAIM: 8 LEAD PARCEL ID: _____ ACCOUNT NUMBER _____

PARCEL ID: T96-00-07301

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>7200</u> FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ <u>TAX EXEMPT</u> FCV ASSMT RATIO _____ <u>RELIG. NON PROFIT</u> LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____

PARCEL ID: 120-23-006D9

2019 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>2R</u> FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ <u>TAX EXEMPT</u> FCV ASSMT RATIO _____ <u>RELIG. NON PROFIT</u> LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____
TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____	TO (Proposed correction): PROPERTY CLASS _____ FCV ASSMT RATIO _____ LPV ASSMT RATIO _____	LAND _____ IMPS _____ FCV _____ LPV _____

George Rodanich
SIGNATURE OF OWNER OR REPRESENTATIVE

ACCEPTED 10/31/19
DATE
RESIGNED 4/17/20



Cochise County Board of Supervisors

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

THOMAS E. BORER
Chairman
District 1

EDWARD T. GILLIGAN
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

SHARON GILMAN
Associate County Administrator

PEGGY JUDD
Supervisor
District 3

KIM LEMONS
Clerk of the Board

May 11, 2020

Gateway of Light, Inc.
PO Box 710
Pearce AZ 85625

Subject: Petition for Review of Taxpayer Notice of Claim for Parcel No. 120-23-005 multi

Dear Mr. Hadanich:

The Cochise County Board of Supervisors, acting as the County Board of Equalization has scheduled a hearing regarding your review for the above listed parcels on:

Tuesday, May 19, 2020
10:15 A.M.
Cochise County Board of Supervisors' Executive Conference Room
1415 Melody Lane, Building G
Bisbee, AZ 85603

Due to health concerns related to COVID-19, the Board has suspended public group access to conference rooms located in County buildings. It is to your advantage to attend this hearing remotely by calling 602-609-7513 or 888-680-6714, Conference ID 994 556 700#. If you have trouble accessing this meeting remotely, call 520-432-9200 for direction.

Sincerely,

Kim Lemons
Clerk of the Board

cc: Assessor

Regular Board of Supervisors Meeting

Court Administration

Meeting Date: 05/19/2020

Approve Five Year Contract with Pre-venTronics in the amount not to exceed \$31,111.73 for the current Fiscal Year for security cameras

Submitted By: Shawneen Serrano, Court Administration

Department: Court Administration

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

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

NAME of PRESENTER: Niltza Flores **TITLE of PRESENTER:** Associate Court Administrator

Docket Number (If applicable):

Mandated Function?: Local Mandate or Policy **Source of Mandate or Basis for Support?:** Supreme Court -Arizona Code of Judicial Administration 2020-01§ 5-301

Information

Agenda Item Text:

Approve a 5-year Contract with Preventronics to Supply IP Security Cameras for the Superior Court located at 100 Quality Hill and the Administration Building located at 4 Ledge Avenue, in an amount not to exceed \$31,111.73, effective May 19, 2020.

Background:

The Supreme Court issued the Arizona Code of Judicial Administration 2020-01§ 5-301, in regard to Court Security Standards. In the Court Security Standards the courts are required to have video cameras with recording capabilities in our entryway locations and throughout the common public areas. Further, our security system is required to hold the recordings for retention and storage in a secured location.

In enhancing our security system and capabilities as funds are available, we have been replacing and adding cameras throughout our court locations. In doing so, we have analog cameras integrated with IC Real time cameras. IC Real time provides clarity and definition for the authorized personnel viewers of our court locations. With two different security cameras and systems in place, it causes our security system to fail leaving officers blind. Moving our security system and infrastructure to IC Real time will allow us to add more cameras without system failures and more reliability to our officers. Creating a master central monitoring location and relocating our equipment to that space, would allow better safeguards, tracking of entry, and limited access.

The Superior Court located at 100 Quality Hill and the Administration Building located at 4 Ledge Avenue, wish to replace and upgrade the remaining analog security cameras to IP security cameras. The required system will provide authorized personnel with visual access to various areas of the complex. This will allow the system to be designed with upward growth and expansion in mind. In addition, a master central monitoring center is to be created and/or relocated and remote monitoring stations shall be in communication. This will aid in safeguarding of the equipment and recordings.

This contract for the 5-year period would allow the County to increase the scope of work through

modification in order to include other buildings. The \$31,111.73 would solely be specific to this project for this fiscal year.

Department's Next Steps (if approved):

Work with the vendor, County IT, and Procurement on installation of security cameras with available funding.

Impact of NOT Approving/Alternatives:

The impact would cause our security system to be vulnerable to continued failures, in addition to officer safety throughout our locations. Furthermore, we would be out of compliance with Arizona Code of Judicial Administration 2020-01§ 5-301 on Court Security Standards.

To BOS Staff: Document Disposition/Follow-Up:

Please sign 20-46-SUP-02 Offer Acceptance Award Letter and provide one (1) copy to the Procurement Department, ATTN: Nicole Diaz.

Attachments

- Terms and Conditions
 - Revised Scope of Work
 - Offer Acceptance Award Letter
 - Revised Appendix A
 - Addendum-1 Signed PVT
 - RFP-Signed PVT
 - Technical Proposal Cochise Court Camera Upgrade-Replacement
-



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

20-46-SUP-02

Attachment 1 – Terms and Conditions

1.0 Cost, Payment and Pricing

1.1 Taxes

The County is responsible for the payment of all applicable sales, use and transaction privilege taxes as may be required by Arizona State and its sub-divisions. The County is exempt from all Federal Excise taxes. Out-of-state vendors shall not apply sales tax to purchases made by the County, unless required by their state. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. The Contractor shall express taxes as a separate line item on invoices submitted.

1.2 Maximum Payment Amount

The County's total payment for any contract will not exceed the amount of the total contract amount, unless otherwise modified. Additionally, the County will not exceed the amount of any fiscal year purchase order, unless otherwise modified. The aggregate total of all purchase orders shall not exceed the maximum contract value. The Contractor shall not provide any goods or services above and beyond any approved contract amounts. If a Contractor provide goods and/or services above the approved contract amount, the Contractor is choosing to do so at its own risk.

1.3 Payment Terms

In accordance with A.R.S. § 35-342, the County reserves the right to apply Net 30 payment terms, unless negotiated terms have been determined to be more advantageous to the County, to all invoices submitted after the contract is awarded. The County will include any relevant discount terms during the evaluation for contract award, if it is deemed to be in the best interest of the County. All payments shall comply with all requirements of A.R.S. Titles 35 and 41.

1.4 Invoice Timing

In accordance with A.R.S. § 11-622, upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days, and the County shall not pay any invoices that are not submitted within 6 months of completion of work or delivery of supplies.

1.5 Payment Timing

The Contractor shall not commence any billable work or provide any material or services under this Contract until Contractor receives an executed copy of the Purchase Order (PO) or is otherwise directed to do so in writing by the County Procurement Department. The County will pay the Contractor in accordance with A.R.S. § 11-217, following the submission of itemized invoice(s), including the Contractor company name, phone, invoice number, email address, and mailing address for any services rendered or materials delivered. No payment shall be issued prior to receipt of service and/or goods and a correctly itemized invoice. Each payment request must bear written certification by an authorized County representative confirming the services or goods for which payment is requested have been performed and/or received.

1.6 Authorized Ordering Official

In accordance with A.R.S. § 11-201(3), the Contractor shall not commence, nor perform work above and beyond the scope, work without receiving either a contract or amendment signed by the Cochise County Procurement Department or Board of Supervisors, or without furnishing of approved purchase order. Promises or agreements between contractor and County employees not authorized to contractually obligate Cochise County shall be considered null and void, and payments for good or services rendered under any such promises or agreements without a contract or purchase order shall not be compensated.

1.7 IRS W-9 Form

In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the County.

1.8 Economic Price Adjustment

Some contracts awarded by Cochise County shall be subject to economic price adjustment which requires the delivery of materials in order to complete services requested. The economic price adjustment will be subject to the Commercial Price Index (CPI). No economic price adjustment or negotiated amendment shall be approved for an increase higher than that fluctuation of the CPI, unless otherwise approved by the Procurement Department. If expressly allowed within the contract, the Contractor shall request a price adjustment and provide documentation of price increases.

1.9 Tax Indemnification

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

1.10 Availability of Funds for Current Fiscal Year

Should the Board of Supervisors reduce the appropriations for any reason and these goods or services are not funded, the County may take any of the following actions:

- Accept a decrease in price offered by the contractor;
- Cancel the Contract; or
- Cancel the contract and re-solicit the requirements.

1.11 Availability of Funds for the Next Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

1.12 Right of Offset

The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

1.13 Payment by the County

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

2.0 Contract Performance

2.1 Arizona Law

Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 and the policies of the Cochise County Procurement Policy.

2.2 Statutes

All parties shall comply will all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

2.3 Provisions Required by Law

Each and every provision of Law and any clause or terms required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2.4 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below, if included within the contract:

- 1.0 Special Terms and Conditions;
- 2.0 Uniform Terms and Conditions;
- 3.0 Statement or Scope of Work;
- 4.0 Specifications;
- 5.0 Attachments;
- 6.0 Exhibits;
- 7.0 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The CONTRACTOR is advised that taxes or social security payments shall not be withheld from a COUNTY payment issued hereunder and that CONTRACTOR should make arrangements to directly pay such expenses, if any. The COUNTY will not provide any insurance coverage to the CONTRACTOR including Workmen's Compensation coverage.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

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

2.8 Public Records

The Procurement Department shall establish and ensure that all documentation produced, received, and sent to any parties regarding day-to-day operations is filed and retained in accordance with the State of Arizona Department of Library, Archives and Public Records guidelines and all applicable Arizona State statutes. Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

In any situation where the County may be awarded State or Federal funding, the guiding principles and policies of those organizations will be followed including any other sub-entity principles and policies, as applicable.

Defacing, changing, destroying or any other unauthorized alteration of contract file documentation shall result in administrative disciplinary action in accordance with Cochise County Public Policies and its sub-departments. No files or documentation shall be taken from the Procurement Department for any reason. Contract files will be made available to requesting parties after the submission of a Public Records Request

The County shall protect and hold confidential, upon a Vendor's request, any data which is considered to be proprietary or include trade secrets or personal identifiable information (PII) as determined, in writing, by the Procurement Department after it has evaluated the request from the vendor. The Vendor's request must be made at any point prior to the closing date of any solicitation.

2.9 Record Retention

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

2.10 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where

applicable, the State of Arizona and the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

The CONTRACTOR shall advise each sub-contractor of the COUNTY's rights, and the sub-contractor's obligations, under this Section by including a provision in each sub-contract substantially in the following form:

"The sub-contractor hereby warrants that it will at all times during the term of this CONTRACT comply with all Federal laws applicable to the sub-contractor's employees and with the requirements of A.R.S. §23-214(A). The sub-contractor further agrees that the COUNTY may inspect the sub-contractor's books and records to ensure that the sub-contractor is in compliance with these requirements. Any breach of this paragraph by the sub-contractor will be deemed to be a material breach of this CONTRACT subjecting the sub-contractor to penalties up to and including suspension or termination of this CONTRACT."

2.11 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09, Public Law 101-336, and 42 U.S.C. 12101-12213 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

2.12 Notices

Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Department employee and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

2.13 Federal Immigration and Nationality Act

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the Contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

Any breach of the CONTRACTORS or any sub-contractor's warranty of compliance with the State and Federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this CONTRACT subjecting the CONTRACTOR to penalties up to and including suspension or termination of this CONTRACT. If the breach is by a sub-contractor, and the sub-contract is suspended or terminated as a result, the CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-contract or retain a replacement sub-CONTRACTOR, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

2.14 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Department.

2.15 Property of the County

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.

2.16 Modifications

This Contract is issued under the authority of the Procurement Department, delegated by the Board of Supervisors. The Contract may be modified only through a Contract amendment or modifications within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Board of Supervisors, County Administrator, or Procurement Department in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract amendments or modifications shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

2.17 Contractor/Vendor Indemnification (Not Public Agency)

The parties to this contract agree that the County, its departments, agencies, and Board of Supervisors shall be indemnified and held harmless by the Contractor for the vicarious liability of the County and/or State as a result of entering into this Contract. However, the parties further agree that the County, its departments, agencies, and Board of Supervisors shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

2.18 Public Agency Language Only

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

2.19 Indemnification - Patent and Copyright

The Contractor shall indemnify and hold harmless the County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the County of materials furnished or work performed under this Contract. The County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from

all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this CONTRACT, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable. COUNTY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. The liability of the CONTRACTOR under this clause shall not exceed the total sum paid on behalf of CONTRACTOR by its insurers in settlement or satisfaction of claims under CONTRACTORs available insurance coverage.

2.20 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. Upon signing of the Contract, the Contractor agrees to the provision, and their understanding as if it were included within the Contract.

2.21 Gratuities

The County may, by written notice, terminate this Contract, in whole or in part, if the County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

2.22 Termination for Convenience

The County reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

The failure of either party of this CONTRACT to take affirmative action with respect to any conduct of the other which is in violation of the terms of this CONTRACT shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct. The COUNTY reserves the right to terminate, with or without cause, in whole or any part of this CONTRACT due to failure of the CONTRACTOR to carry out any terms, promise or condition of this CONTRACT. If this CONTRACT is terminated, the COUNTY

shall be liable only for payment(s) for services rendered, materials accepted or both, prior to the effective date of any such termination.

2.23 Termination for Default

In addition to the rights reserved in the contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Department shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

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

2.24 Continuation of Performance Through Termination

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

2.25 Non-Appropriation

The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue service for which the contract was intended.

2.26 Preparation of Specifications by Persons Other than County Personnel

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

2.27 Procedures and Controls

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the County.

2.28 Data

All data created, used and/or modified under this agreement shall be the property of Cochise County and shall not be used by the Contractor or any other person except with the prior written permission of the County.

2.29 Public Entity Disclaimer

Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona’s public records law, A.R.S. § 39-121 et. seq.

2.30 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

2.31 Insurance

Contractor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, and/or employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County of Cochise in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his/her agents, representatives, employees and Contractor is free to purchase additional insurance as may be determined necessary.

2.31.1 MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

2.31.1.1 Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

2.31.1.2 Worker's Compensation and Employers' Liability

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

a. This requirement shall not apply when a Contractor is exempt under A.R.S. §23-901, AND when such Contractor executes the appropriate sole proprietor waiver form.

2.31.2 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

2.31.2.1 On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

2.31.2.2 The Contractors insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2.31.2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

2.31.3 NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County of Cochise. Within two (2) business days of receipt, Contractor must provide notice to the County of Cochise if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Cochise County Procurement Department, attention Maria G. Morales, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603.

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

2.31.5 VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (valid ACORD form or equivalent approved by the County) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the County before work commences. The County's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department, attention Brandon L. Morrison, 1415 Melody Lane Bldg C, Bisbee, Arizona 85603. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

2.31.6 APPROVAL and MODIFICATIONS: Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

3.0 Contract Performance

3.1 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

3.2 E-Verify Requirements

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

3.3 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity that is not the County without the express written authorization of the agency, department, division, or Board of Supervisors of the County requesting the issuance of this contract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract.

Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection.

3.5 Subcontracts

The Contractor shall not enter into a subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not sub-consultants are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County’s position within 15 days of receipt of written notice by the Contractor.

3.6 Assignment - Delegation

The Contractor, without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

3.7 Agreement Assignment

No assignment of this Agreement or sub-agreement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Agreement performance whether or not sub-contractors are used.

3.8 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

3.9 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.10 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the services or materials, they shall be:

- Of a quality to pass without objection in the trade under the Contract description;
- Fit for the intended purposes for which the materials are used;
- Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- Adequately contained, packaged and marked as the Contract may require; and
- Conform to the written promises or affirmations of fact made by the Contractor.

3.11 Fitness

The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

3.12 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

3.13 Inspection/Testing

Any warranties set forth in in this Contract are not affected by inspection or testing of or payment for the materials by the County.

3.14 Compliance with Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

3.15 Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the County prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Department, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

3.16 Right to Assurance

If the County, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

3.17 Stop Work Order

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Department shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

3.18 Warranties

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

3.19 Licenses

Vendors shall maintain, in current status, all Federal, State, and Local licenses and permits required for the operation of the business conducted by the vendor as applicable to the Contract.

3.20 Notice to Proceed

It is agreed that the County Procurement Director will issue the Notice to Proceed with the Work to be performed under this Agreement within twenty (20) consecutive calendar days, or some other mutually agreed upon time period, after the date of the County's Purchase Order for this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

3.21 Guarantee

The Contractor shall guarantee all work under this Agreement against defects of material and workmanship as referenced in the Scope of Work.

4.0 Legal

4.1 Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract amendment or modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

4.2 Antitrust Violations

The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

4.3 Non-exclusive Remedies

The rights and the remedies of the County under this Contract are not exclusive.

4.4 Suspension or Debarment

The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the County.

4.5 Claims and Disputes

County Contract Representative's Resolution of Claims and Disputes; Review by Procurement Director

This section relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Agreement/Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level to increase the possibility that such matters will be resolved, without the vexation of an administrative hearing process, arbitration or litigation.

All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the County Procurement Department Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.

Claims by either party must be made within fourteen (14) days after the event giving rise to the claim or within fourteen (14) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Agreement/Contract.

The County Procurement Department Representative shall, within fourteen (14) days of receipt of a claim, do one of the following:

- (1) Issue a decision either rejecting or approving the claim.
- (2) Suggest an equitable compromise of the claim.
- (3) Provide a schedule to the parties indicating when they expect to be able to take action, which shall be within a reasonable time.

The County Buyer may require the submission of additional documentation from either party to facilitate a decision. In each case, the County Procurement Department Representative will submit reasons and/or documentation supporting its action and the deadline shall be extended by the time it takes to obtain a response thereto.

The parties shall have ten (10) days from the date of the County Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of a party to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If either party rejects the decision of the County Procurement Representative in writing within such ten (10) day period, the matter shall be referred to the Procurement Director for *de novo* review.

The Procurement Director shall have sixty (60) days from receipt of a written objection by the Contractor to the County Contract Representative's final decision, or such longer period as the parties may stipulate in

writing, to review the matter and issue a response in accordance with Section 15 of the Cochise County Procurement Code. During such period, the Procurement Director may require such additional documentation or testimony as deemed necessary to support his/her response.

4.6 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

4.7 Certification Pursuant to A.R.S. § 35-393.01

If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.8 Non-Collusion

Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant(s).

4.9 Protests and Appeals

In accordance with Section 15 of the Cochise County Procurement Policy Manual, any actual or prospective Contractor or offeror who is aggrieved in connection with the solicitation or award of a contract may appeal to the Procurement Director. The protest shall be submitted in writing to the Procurement Director within five (5) working days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

4.10 Contract

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set forth with the rest of the solicitation, the contract, and any attachments to either document. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

4.11 Legal Remedies

If the Contractor and the County are unable to mutually resolve disputes arising under this contract, all disputes arising under or relating to this Contract shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for

all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing. If the Contractor and Cochise County can mutually agree upon an Arbitrator, that Arbitrator shall be selected. If not, the Contractor and Cochise County shall each select an Arbitrator and those two Arbitrators shall select a third Arbitrator (or the Contractor and Cochise County shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration. All claims and controversies shall be subject to A.R.S. § 12-1518 et. seq.

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the CONTRACTOR. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the CONTRACTOR shall be entitled to an extension of time, but not costs.

If the CONTRACTOR and the COUNTY are unable to mutually resolve disputes arising under this CONTRACT, all disputes arising under or relating to this CONTRACT shall be settled by binding Arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such Arbitration shall be conducted by an experienced and knowledgeable Arbitrator(s) and shall include a written record of the Arbitration hearing. If the CONTRACTOR and the COUNTY can mutually agree upon an Arbitrator, that Arbitrator shall be selected. If not, the CONTRACTOR and the COUNTY shall each select an Arbitrator and those two Arbitrators shall select a third Arbitrator (or the CONTRACTOR and COUNTY shall request a third Arbitrator from the Arizona Arbitration Association). All Arbitrations will be held in the State of Arizona and under the Arizona Rules of Arbitration. All claims and controversies shall be subject to A.R.S. § 12-1518 et. seq.

This CONTRACT shall be governed by, and the COUNTY and CONTRACTOR or shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this CONTRACT or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this CONTRACT, and suits pertaining to this CONTRACT shall be brought only in Federal or State Courts in the State of Arizona. This provision does not supersede or invalidate the arbitration requirement.

4.12 Rights and Remedies

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

Attachment 2 – Scope of Work (Revised)

OBJECTIVE

The awardee of solicitation 20-46-SUP-02 (“CONTRACTOR”) shall provide all labor, materials, transportation, equipment and technical expertise in order to complete the installation of a video security system that will serve multiple purposes to the satisfaction of Cochise County (“COUNTY”). A master central monitoring center is to be created and/or relocated and remote monitoring stations shall be in communication. The system infrastructure shall be constructed/installed to support additional cameras that will be installed as funding is available.

The COUNTY wishes to replace and upgrade the remaining analog security cameras to IP security cameras (“SECURITY CAMERAS”) at the SUPERIOR COURT MAIN BUILDING and ADMINISTRATION BUILDING. The COUNTY intends to immediately upgrade all security cameras at the COUNTY SUPERIOR COURT located at 100 Quality Hill, Bisbee Arizona 85603 (“MAIN BLDG”) and THE ADMINISTRATION BUILDING (“ADMIN BLDG”) located at 4 Ledge Avenue, Bisbee, Arizona 85603. The COUNTY, as funds become available, may choose to increase the scope of work through a modification in order to include other buildings throughout a 5-year period. The required system should provide authorized personnel with visual access to various areas of the complex. The system shall be designed with upward growth and expansion in mind.

The CONTRACTOR shall be responsible for and complete the installation (hardware and software), configuration, testing implementation and training for the following requirements throughout this document, the original solicitation, and any of its attachments, as well as:

- provide and install all necessary mounting brackets, wire, jack ends, and any miscellaneous hardware.
- installation of Category 6 cable, power and data conduit as needed;
- install and setup the security cameras and appropriately integrate connections into the existing/new IC Realtime Digital Video Recorder;
- provide updated as-builts drawings and functional test results throughout the installation process; and
- perform a complete system final check prior to COUNTY Information Technology Department’s final inspection on the CONTRACTOR installation.

1.0 REQUIREMENTS

1.1 General Requirements

The CONTRACTOR will perform a broad range of services and activities in order to complete planning, installation of the IP SECURITY CAMERAS which all cameras must have night vision capabilities. This shall include but not be limited to, purchase and installation of pre-approved access and incidental equipment, computer hardware and software maintenance, migrating backup files and data, training, contractor support and warranty after purchase, data collection, compatibility with existing security cameras and security camera systems, and relocation of communication hardware into communication closet if not already done so.

1.2 System Requirements

All systems and components shall have been thoroughly tested and proven in actual use. All equipment and materials used in this SYSTEM shall be standard components, regularly manufactured, and in general use, and shall not be modified specifically for the COUNTY COURTS.

1.2.1 The CONTRACTOR shall install all supplies and equipment that is compatible with IC-Realtime NVR software which is currently utilized by the COUNTY.

1.2.2 The NVR hardware for the security cameras will be moved/installed in a communication (“COM”) closet for each building. The CONTRACTOR shall be responsible for the installation to include incidental equipment and technology, such as wiring. The CONTRACTOR shall relocate all communication hardware to a COM closet if not already located in such location.

1.2.3 The CONTRACTOR shall install 25 IP security cameras at the following locations within the SUPERIOR COURT main building:

Superior Court Main Bldg. - Basement

- 1 interior security camera on wall
- 2 interior security cameras on ceiling hallway

Superior Court Main Bldg. – 1st Floor

- 1 interior security camera on ceiling
- 1 interior security camera on back wall in DIV V courtroom located by the Judge’s bench
- 1 interior security camera on back corner wall in DIV V courtroom
- 1 interior employee entrance/exit security camera on ceiling
- 1 exterior security camera on the left-hand side of the building with high resolution and night capability
- 1 exterior security camera on the right-hand side of the building with high resolution and night capability
- 1 interior security camera on ceiling facing the clerk’s office and main lobby area

Superior Court Main Bldg. – 2nd Floor

- 2 interior security cameras located in the lobby on ceiling
- 1 interior security camera in DIV I courtroom located on the back wall
- 1 interior security camera in DIV I courtroom located on the corner wall located by the courtroom clerk area
- 1 interior security camera in DIV IV courtroom located on the back wall
- 1 interior security camera in DIV IV located on the wall behind the Judge's bench
- 1 interior security camera by the entrance/exit (security station)
- 1 interior security camera located in the Law Library lobby area on the right-hand side corner on the ceiling
- 1 interior security camera located in the Law Library public area on the right-hand side corner on the ceiling

Administration Bldg. – 1st Floor

- 1 interior security camera in the entrance/ exit located on the left-hand corner on the ceiling (security station)

Administration Bldg. – 2nd Floor

- 1 interior security camera located in the lobby on ceiling
- 1 interior security camera located in DIV III courtroom located behind the Judge's bench on the back wall
- 1 interior security camera located in DIV III courtroom located on the back wall
- 1 interior security camera located in the back-employee entrance hall between DIV III and ADR/FCC
- 1 exterior security camera located on the back roof/patio area with high resolution and night vision capability

The County Approved Manufacturer is IC-REAL VANDAL PROOF DOME CAMERA, compatible alternatives may be considered upon submission of technical specifications.

The following equipment has been tested and found to conform and be compatible with software system requirements: HYBRID NVR IC-REALTIME MODEL AVR-4M316, HYBRID NVR IC-REALTIME MODEL AVR-1718. Smarticrss-remote-client-software windows software to install on client computers to view cameras.

Vendor will coordinate the configurations with the CCIT department to verify all cameras and NVR's are configured with Cochise County security requirements and industry best practices. (i.e. usernames, passwords, etc.)

1.3 Installation Requirements

CONTRACTOR shall:

- measure for the conduit installation and provide a list of conduit hardware;
- install all conduit and pull boxes to each security camera and pull all cables leaving an appropriate amount of slack;

- identify the types of anchor screws and necessary hardware for mounting security cameras, pull boxes and conduit; and
- provide conduit installation drawings based on the site survey. All conduit shall conform to National Electrical Code (NEC) standards.
- configure new IP cameras with the NVR IC-Realtime digital recorder
- perform functional checks on each security camera installation
- document functional checks and provide the County with the results
- Any hardware (NVR's, Cables, etc.) for the security cameras will be moved to secure communication ("COM") closets
- coordinate with the County Information Technology Department to define all IP address, subnet Mask address, and Gateway address for setting up the NVR IC-Realtime digital recorder and IP cameras prior to installation
- provide at least 48 hours' notice before installation of any item.
- must sign a form stating everything is working correctly when each job is completed

COUNTY Shall:

- Provide wall or rack space as required
- Provide electronic (PDF) version of building diagrams
- Provide Flowcharts diagrams of approved layout Prior to install
- Provide Network Connectivity to SYSTEM
- Provide IP address space for the SYSTEM

2.0 Miscellaneous Requirements

2.1 Mounting Hardware

Security Camera hardware shall be determined by each individual security camera which may include new: mounts, other hardware, and all necessary wiring needed. If any mounting locations need to be modified, the CONTRACTOR shall only do so with expressed approval from the COUNTY and shall ensure quality of craftsmanship is adhered to.

2.2 Training Requirements

The Contractor shall provide on-site training that shall include at a minimum, but not be limited to:

- maintenance of equipment
- implementation and maintenance of user accounts for signing into software
- maintenance of security cameras
- maintaining security footage

The CONTRACTOR shall provide a digital set of any and all manuals and/or instruction books for the operation and maintenance of the complete system.

3.0 Project Management

The County will oversee the Project Management role for the project. CONTRACTOR shall allow for a point person to be assigned to coordinate the development of the schedule, timing of delivery of materials and supervising onsite resources.

4.0 Drawing Review/Creations

CONTRACTOR shall provide electronic buildings floorplans, system design drawings, test plans and test results before job is complete

COUNTY will provide the initial floorplans for all COUNTY buildings identified within this scope of work.

5.0 Remote Access

Remote access outside of the COUNTY network will not be permitted.

6.0 Warranty

The CONTRACTOR shall include a 1-year warranty for parts and labor and honor the manufacturer's warranty on all equipment installed. Additionally, the CONTRACTOR shall provide, at no cost to the COUNTY, the removal of all defective parts still covered under any such warranty.

7.0 Deliverables/Milestones

The CONTRACTOR shall provide all deliverables outlined within this document to the COUNTY for approval. The COUNTY shall inspect and approve all work performed and any equipment installed, in writing, and provide to the CONTRACTOR prior to final payment.

The CONTRACTOR shall provide to the COUNTY invoices for each sub-line item completed. The CONTRACTOR shall include the written acceptance provided by the COUNTY to the Procurement Department at the time of invoicing for routing and approval of payment.

7.1 Provide Serial Numbers on all cameras and all NVR's in an MS Excel Spreadsheet

7.2 System installation

7.2.1 Provide digital (PDF file) layout of all Cameras locations including all cable layout to the NVR at each building as well as all system design drawings (PDF file)

7.2.2 Provide initial setup on any client computers to view cameras with the Smarticrss-remote-client-software

7.2.3 Provide County Information Technology Department with all passwords and security questions used during all installs

7.2.4 Provide Weekly Progress reports during the installation process.

7.3 Provide User Training sessions on using the software and NVR

7.4 Provide (2) Quality Check Reports on completion of each building which will show all cameras and NVR are in working condition which includes verifying there are no camera feed dropping/lost.

7.4.1 Report 1- 30 days after install

7.4.2 Report 2- 60 days after install

7.5 Provide a Final report of building within 90 days of installation

7.6 If any additional expansion of systems after installation, must follow all sections above.



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

20-46-SUP-02

Offer Acceptance Award Letter

THIS CONTRACT is made and entered into this 19th day of May, 2020 by and between COCHISE COUNTY (“COUNTY”), and Pre-venTronics (“CONTRACTOR”).

In accordance with RFP 20-46-SUP-02, the COUNTY hereby awards a single/multiple year CONTRACT to the CONTRACTOR in order to fulfill the requirements, as identified throughout the subject document, to the satisfaction of the COUNTY, as outlined within the solicitation, hereby referred to as the CONTRACT, and as proposed by the CONTRACTOR. Only those personnel listed as authorized ordering officials, or the County’s Procurement Department, will have authority to make orders from this CONTRACT through the issuance of a Purchase Order (“PO”) as approved by the COUNTY’s Procurement Department.

The CONTRACTOR shall not commence any billable work or provide any material or services under this CONTRACT until CONTRACTOR receives an executed copy of the CONTRACT and/or PO or is otherwise directed to do so in writing by the COUNTY’s Procurement Office. The COUNTY will pay the CONTRACTOR within thirty (30) days of services rendered following the submission of an itemized invoice(s) that includes CONTRACTOR company name, phone number, invoice number, email address, mailing address, and prior COUNTY approval for any services rendered. No payment shall be issued prior to receipt of service and a correct invoice. Each payment request must bear written certification by an authorized COUNTY representative confirming the services for which payment is requested have been performed and received.

PERIOD OF PERFORMANCE FOR MULTIPLE YEAR AWARDS:

Base Year:	05/19/2020 – 05/18/2021
Renewal Option 1:	05/19/2021 – 05/18/2022
Renewal Option 2:	05/19/2022 – 05/18/2023
Renewal Option 3:	05/19/2023 – 05/18/2024
Renewal Option 4:	05/19/2024 – 05/18/2025

CONTRACTOR:

Spencer Bledsoe
Project Manager
Pre-venTronics
1635 S. Alvernon Way
Tucson, AZ 85711
(520) 790-4960
SBledsoe@preventronics.com

AUTHORIZED ORDERING OFFICIAL:

Niltza Flores
Associate Court Administrator
Cochise County Superior Court
100 Quality Hill
Bisbee, AZ 85603
520-432-8504
NFlores@cochise.az.gov

COUNTY PROCUREMENT:

Nicole Diaz
Buyer
1415 Melody Lane Building C
Bisbee, AZ 85603
520-432-8392
NDiaz@cochise.az.gov

ACCEPTANCE OF OFFER:

The offer is hereby accepted, and the CONTRACTOR is now bound to sell or provide the materials, services, or construction, as indicated by the PO or Award Letter and based upon the solicitation documents, including all its attachments and amendments, and the offer as submitted by the CONTRACTOR and accepted by the COUNTY.

This contract is for: Security Cameras and shall not exceed \$31,111.73 for the current Fiscal Year.

This contract shall henceforth be referenced as Contract 20-46-SUP-02. The CONTRACTOR is cautioned not to commence any billable work or to provide any materials or services under this Contract until the CONTRACTOR receives an executed PO or Notice to Proceed.

Awarded this 19th day of May, 2020.

BOARD OF SUPERVISORS:

Thomas E. Borer
Chairman

Date

ATTEST:

Kim Lemons
Clerk of the Board

Date

APPROVED AS TO FORM:

Sara L. Dent

Sara L. Dent
Civil Deputy County Attorney

May 5, 2020

Date



**COCHISE COUNTY
PROCUREMENT DEPARTMENT**

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

**20-46-SUP-02
Appendix A - Pricing**

Date of Pricing Doc: 4/30/2020
Vendor Firm Name: Preventronics
Authorized POC: Spencer Bledsoe
Vendor POC Phone: 520-790-4960
Vendor POC Email: SBledsoe@Preventronics.com

Vendor agrees to furnish the following materials and/or services according to the following pricing schedule:

Line Item	Description	Price
01	Total cost to complete the Scope of Work for 25 Security Cameras	\$ 31,111.73

Freight: \$ 152.92
Estimated Taxes: \$ 1,404.64
Tax Rate: 8.7 %


Required Delivery By: 30 June 2019

The Vendor agrees to hold pricing valid for 45 days from the date of the document unless otherwise annotated. Additionally, if no other payment terms are specified, it is agreed that Net 30 payment terms apply.

Valid for: 45 days
Payment Terms: Net 30 days
Discounted Terms: N/A

As an authorized agent of the Firm, the below signatory official has authority to contractually bind the Vendor as proposed throughout this Appendix.

Authorized Signature: Spencer Bledsoe Digitally signed by Spencer Bledsoe
Date: 2020.04.30 10:55:37 -07'00'

	Request for Proposal (RFP)	COCHISE COUNTY PROCUREMENT DEPARTMENT 1415 Melody Lane, Building C, Bisbee, AZ 85603 Phone: (520) 432-8390 Fax: (520) 432-8397
	20-46-SUP-02	
	Addendum 1	
	Issued: April 6, 2020	

The vendor is required to annotate and sign their acknowledgement and understanding of the change(s) to the solicitation, as outlined within this document. The offeror must submit this addendum along with the original requested solicitation, and any other required documents in accordance with the solicitation page, in order to be considered responsive and remain within the competitive pool for this solicitation.

The referenced solicitation document(s) will hereby be considered amended, as follows:

1. Make changes throughout the Scope of Work (SOW) to include 3 more cameras, as attached.

---NO OTHER CHANGES---

All other terms and conditions within the requirement remain unchanged. The deadline for this solicitation WILL NOT be extended.

Signed,

Nicole Diaz

Nicole Diaz
Buyer

Vendor hereby acknowledges receipt and understanding of above changes to the solicitation.

VENDOR



Signature

4/21/2020

Date

Spencer Bledsoe

Printed Name

Proelectronics

Company

Attachments:
20-46-SUP-02 Attachment 2 – Scope of Work - Revision



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

Attachment 2 – Scope of Work (Revised)

OBJECTIVE

The awardee of solicitation 20-46-SUP-02 (“CONTRACTOR”) shall provide all labor, materials, transportation, equipment and technical expertise in order to complete the installation of a video security system that will serve multiple purposes to the satisfaction of Cochise County (“COUNTY”). A master central monitoring center is to be created and/or relocated and remote monitoring stations shall be in communication. The system infrastructure shall be constructed/installed to support additional cameras that will be installed as funding is available.

The COUNTY wishes to replace and upgrade the remaining analog security cameras to IP security cameras (“SECURITY CAMERAS”) at the SUPERIOR COURT MAIN BUILDING and ADMINISTRATION BUILDING. The COUNTY intends to immediately upgrade all security cameras at the COUNTY SUPERIOR COURT located at 100 Quality Hill, Bisbee Arizona 85603 (“MAIN BLDG”) and THE ADMINISTRATION BUILDING (“ADMIN BLDG”) located at 4 Ledge Avenue, Bisbee, Arizona 85603. The COUNTY, as funds become available, may choose to increase the scope of work through a modification in order to include other buildings throughout a 5-year period. The required system should provide authorized personnel with visual access to various areas of the complex. The system shall be designed with upward growth and expansion in mind.

The CONTRACTOR shall be responsible for and complete the installation (hardware and software), configuration, testing implementation and training for the following requirements throughout this document, the original solicitation, and any of its attachments, as well as:

- provide and install all necessary mounting brackets, wire, jack ends, and any miscellaneous hardware.
- installation of Category 6 cable, power and data conduit as needed;
- install and setup the security cameras and appropriately integrate connections into the existing/new IC Realtime Digital Video Recorder;
- provide updated as-builts drawings and functional test results throughout the installation process; and
- perform a complete system final check prior to COUNTY Information Technology Department’s final inspection on the CONTRACTOR installation.

1.0 REQUIREMENTS

1.1 General Requirements

The CONTRACTOR will perform a broad range of services and activities in order to complete planning, installation of the IP SECURITY CAMERAS which all cameras must have night vision capabilities. This shall include but not be limited to, purchase and installation of pre-approved access and incidental equipment, computer hardware and software maintenance, migrating backup files and data, training, contractor support and warranty after purchase, data collection, compatibility with existing security cameras and security camera systems, and relocation of communication hardware into communication closet if not already done so.

1.2 System Requirements

All systems and components shall have been thoroughly tested and proven in actual use. All equipment and materials used in this SYSTEM shall be standard components, regularly manufactured, and in general use, and shall not be modified specifically for the COUNTY COURTS.

1.2.1 The CONTRACTOR shall install all supplies and equipment that is compatible with IC-Realtime NVR software which is currently utilized by the COUNTY.

1.2.2 The NVR hardware for the security cameras will be moved/installed in a communication ("COM") closet for each building. The CONTRACTOR shall be responsible for the installation to include incidental equipment and technology, such as wiring. The CONTRACTOR shall relocate all communication hardware to a COM closet if not already located in such location.

1.2.3 The CONTRACTOR shall install 25 IP security cameras at the following locations within the SUPERIOR COURT main building:

Superior Court Main Bldg. - Basement

- 1 interior security camera on wall
- 2 interior security cameras on ceiling hallway

Superior Court Main Bldg. – 1st Floor

- 1 interior security camera on ceiling
- 1 interior security camera on back wall in DIV V courtroom located by the Judge's bench
- 1 interior security camera on back corner wall in DIV V courtroom
- 1 interior employee entrance/exit security camera on ceiling
- 1 exterior security camera on the left-hand side of the building with high resolution and night capability
- 1 exterior security camera on the right-hand side of the building with high resolution and night capability
- 1 interior security camera on ceiling facing the clerk's office and main lobby area

Superior Court Main Bldg. – 2nd Floor

- 2 interior security cameras located in the lobby on ceiling
- 1 interior security camera in DIV I courtroom located on the back wall
- 1 interior security camera in DIV I courtroom located on the corner wall located by the courtroom clerk area
- 1 interior security camera in DIV IV courtroom located on the back wall
- 1 interior security camera in DIV IV located on the wall behind the Judge's bench
- 1 interior security camera by the entrance/exit (security station)
- 1 interior security camera located in the Law Library lobby area on the right-hand side corner on the ceiling
- 1 interior security camera located in the Law Library public area on the right-hand side corner on the ceiling

Administration Bldg. – 1st Floor

- 1 interior security camera in the entrance/ exit located on the left-hand corner on the ceiling (security station)

Administration Bldg. – 2nd Floor

- 1 interior security camera located in the lobby on ceiling
- 1 interior security camera located in DIV III courtroom located behind the Judge's bench on the back wall
- 1 interior security camera located in DIV III courtroom located on the back wall
- 1 interior security camera located in the back-employee entrance hall between DIV III and ADR/FCC
- 1 exterior security camera located on the back roof/patio area with high resolution and night vision capability

The County Approved Manufacturer is IC-REAL VANDAL PROOF DOME CAMERA, compatible alternatives may be considered upon submission of technical specifications.

The following equipment has been tested and found to conform and be compatible with software system requirements: HYBRID NVR IC-REALTIME MODEL AVR-4M316, HYBRID NVR IC-REALTIME MODEL AVR-1718. Smarticrss-remote-client-software windows software to install on client computers to view cameras.

Vendor will coordinate the configurations with the CCIT department to verify all cameras and NVR's are configured with Cochise County security requirements and industry best practices. (i.e. usernames, passwords, etc.)

1.3 Installation Requirements

CONTRACTOR shall:

- measure for the conduit installation and provide a list of conduit hardware;
- install all conduit and pull boxes to each security camera and pull all cables leaving an appropriate amount of slack;

- identify the types of anchor screws and necessary hardware for mounting security cameras, pull boxes and conduit; and
- provide conduit installation drawings based on the site survey. All conduit shall conform to National Electrical Code (NEC) standards.
- configure new IP cameras with the NVR IC-Realtime digital recorder
- perform functional checks on each security camera installation
- document functional checks and provide the County with the results
- Any hardware (NVR's, Cables, etc.) for the security cameras will be moved to secure communication ("COM") closets
- coordinate with the County Information Technology Department to define all IP address, subnet Mask address, and Gateway address for setting up the NVR IC-Realtime digital recorder and IP cameras prior to installation
- provide at least 48 hours' notice before installation of any item.
- must sign a form stating everything is working correctly when each job is completed

COUNTY Shall:

- Provide wall or rack space as required
- Provide electronic (PDF) version of building diagrams
- Provide Flowcharts diagrams of approved layout Prior to install
- Provide Network Connectivity to SYSTEM
- Provide IP address space for the SYSTEM

2.0 Miscellaneous Requirements

2.1 Mounting Hardware

Security Camera hardware shall be determined by each individual security camera which may include new: mounts, other hardware, and all necessary wiring needed. If any mounting locations need to be modified, the CONTRACTOR shall only do so with expressed approval from the COUNTY and shall ensure quality of craftsmanship is adhered to.

2.2 Training Requirements

The Contractor shall provide on-site training that shall include at a minimum, but not be limited to:

- maintenance of equipment
- implementation and maintenance of user accounts for signing into software
- maintenance of security cameras
- maintaining security footage

The CONTRACTOR shall provide a digital set of any and all manuals and/or instruction books for the operation and maintenance of the complete system.

3.0 Project Management

The County will oversee the Project Management role for the project. CONTRACTOR shall allow for a point person to be assigned to coordinate the development of the schedule, timing of delivery of materials and supervising onsite resources.

4.0 Drawing Review/Creations

CONTRACTOR shall provide electronic buildings floorplans, system design drawings, test plans and test results before job is complete

COUNTY will provide the initial floorplans for all COUNTY buildings identified within this scope of work.

5.0 Remote Access

Remote access outside of the COUNTY network will not be permitted.

6.0 Warranty

The CONTRACTOR shall include a 1-year warranty for parts and labor and honor the manufacturer's warranty on all equipment installed. Additionally, the CONTRACTOR shall provide, at no cost to the COUNTY, the removal of all defective parts still covered under any such warranty.

7.0 Deliverables/Milestones

The CONTRACTOR shall provide all deliverables outlined within this document to the COUNTY for approval. The COUNTY shall inspect and approve all work performed and any equipment installed, in writing, and provide to the CONTRACTOR prior to final payment.

The CONTRACTOR shall provide to the COUNTY invoices for each sub-line item completed. The CONTRACTOR shall include the written acceptance provided by the COUNTY to the Procurement Department at the time of invoicing for routing and approval of payment.

7.1 Provide Serial Numbers on all cameras and all NVR's in an MS Excel Spreadsheet

7.2 System installation

7.2.1 Provide digital (PDF file) layout of all Cameras locations including all cable layout to the NVR at each building as well as all system design drawings (PDF file)

7.2.2 Provide initial setup on any client computers to view cameras with the Smarticrss-remote-client-software

7.2.3 Provide County Information Technology Department with all passwords and security questions used during all installs

7.2.4 Provide Weekly Progress reports during the installation process.

7.3 Provide User Training sessions on using the software and NVR

- 7.4 Provide (2) Quality Check Reports on completion of each building which will show all cameras and NVR are in working condition which includes verifying there are no camera feed dropping/lost.
 - 7.4.1 Report 1- 30 days after install
 - 7.4.2 Report 2- 60 days after install
- 7.5 Provide a Final report of building within 90 days of installation
- 7.6 If any additional expansion of systems after installation, must follow all sections above.

Request for Proposal (RFP)

20-46-SUP-02

Submission Deadline

THURSDAY, APRIL 23RD, 2020

4:00 PM Local Time

Prepared by Cochise County

Procurement Department



On behalf of the Cochise County

Superior Court

For Security Cameras

1415 Melody Lane, Building C
Bisbee, AZ 85603
PH: (520) 432-8391 | FAX: (520) 432-8397
procurement@cochise.az.gov

Contents

1.0 INTENT 3

2.0 SCOPE OF WORK 4

3.0 PURPOSE 4

4.0 APPROVAL 4

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT 4

6.0 SUBMISSION INSTRUCTIONS 5

7.0 FEDERAL REGULATORY REQUIREMENTS **Error! Bookmark not defined.**

8.0 EVALUATION CRITERIA 6

9.0 SELECTION PROCEDURES 6

10.0 ATTACHMENTS 6

11.0 AUTHORITY 7

1.0 INTENT

Cochise County (“County”) issues this Request for Proposal (“RFP”) to obtain competitive vendor pricing in the open market for Security Cameras, in compliance with A.R.S. §41-2534 concerning competitive sealed proposals (bidding). This solicitation may result in an award to a single vendor, however, the County reserves the right to award to multiple vendors, if determined to be in the best interest of the County.

The County hereby invites competent vendors to submit proposals. Submissions received before the closing deadline will be evaluated in accordance with Section 8.0 – Evaluation Criteria (below). Submissions should include only pricing and relevant information pertaining to Section 8.0 – Evaluation Criteria. All documentation and data submitted by any vendor shall be in accordance with section 5.0 – Preparation of Response/Required Content and will be handled in accordance with the Arizona State Statutes applying to Library, Archives and Public Records.

This solicitation includes additional documentation specific to this requirement. See any attached documents for examples of the additional requirements and specifications. The County expects any potential contractors to adhere to the outlined requirements and specifications throughout the life cycle of this requirement and shall enforce standards, terms and conditions contained within any documentation within this solicitation and any supporting documents. Any deviations from these requirements must be specifically outlined within the submission and an alternate must be proposed.

The preferred method of communication is through the County e-procurement website:
<https://cochise.bonfirehub.com>.

Inquiries can also be made via email to the following personnel:

Nicole Diaz
Buyer
Cochise County Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
Office: (520) 432-8392
Fax: (520) 432-8397
NDiaz@cochise.az.gov

Do not contact any other County departments or other County staff directly. Information provided by personnel other than the above contact may be invalid, and proposals that are submitted in accordance with such information may be declared non-responsive.

2.0 SCOPE OF WORK

The Contractor shall provide all labor, materials, transportation, and technical expertise needed to successfully accomplish the required work outlined within Attachment 2 – Scope of Work to the County’s satisfaction.

3.0 PURPOSE

The County, through this solicitation, requests that vendors submit proposals for the work to be completed in section 2.0 - Scope of Work. The County is not required to make an award based on any information contained within this solicitation. However, the County does anticipate that it will award to the most responsive and responsible firm that best meets the County’s needs. The evaluation criteria will be based on “Best Value”, and these criteria may, but will not be limited to, pricing and other relevant factors as outlined within section 8.0 – Evaluation Criteria.

4.0 APPROVAL

No award will be made to any vendor without prior approval from the Cochise County Board of Supervisors. The County reserves the right to advertise and process this solicitation up to the time of award and makes no promises or guarantees of an award to any vendor without prior approval from the Cochise County Board of Supervisors.

5.0 PREPARATION OF RESPONSE – REQUIRED CONTENT

Each response to this solicitation will be considered a proposal submission and shall contain the requested information, as outlined within this document and its attached documents. Failure to meet all of the specifications and requirements may result in rejection of your submission or an unsuccessful offer. Additional information may be provided but should be succinct and relevant to the requested information contained within this solicitation, and should not include pricing data, unless relevant to the requested documentation required herein. Excessive and/or extraneous information will not be considered favorably.

5.1 All submittals shall, in the order given, contain the following elements:

5.1.1 Proposals shall include the following information:

- A. Appendix A – Vendor Response Cover Letter - This document shall be filled out in its entirety and signed by an authorized agent of the Firm;
 - i. The Vendor shall additionally include a breakdown, uploaded to Bonfire using their letterhead, in the form of a proposal, of all pricing data to show per item and labor hours required to complete the entire project for both tasks;
- B. Technical Ability – A summary which outlines the vendors ability to fulfill the requirements of both Section 2.0 – Scope of Work and Attachment 2 – Scope of Work.
- C. Past Performance – A summary and chronological listing of previous experience/past performance that is relevant and recent (within the last 5 years)

that will outline the vendors previous experience in performance of related work; and

- D. Sub-Contractor Listing - A list of qualified sub-contractors your firm intends to use, if any, as well as a list of qualifications for those firms, if applicable.

6.0 SUBMISSION INSTRUCTIONS

- 6.1 Vendors interested in submission for this requirement shall register at the County's e-procurement HUB located at the following link:

<https://cochise.bonfirehub.com/portal/?tab=login>

- 6.2 Submissions for this solicitation shall be made online at the following link:

<https://cochise.bonfirehub.com/portal/?tab=openOpportunities%20>

- 6.3 Faxed and hard copy submissions will not be accepted.
- 6.4 Submissions delivered to any location, electronically or otherwise, other than the above will not be considered duly delivered. The County shall not be responsible for re-routing submissions delivered to a person or location other than as specified above.
- 6.5 All submittals, whether selected or rejected, shall become the property of the County and will not be returned.
- 6.6 The County reserves the right to waive minor defects and/or irregularities in submittals and shall be the sole judge of the materiality of any such defect or irregularity. Further, the County reserves the right to contact vendors regarding any ambiguities it considers to be major, and for the respondent of any such defected submission to correct and resubmit, with or without, any extension to the offer due date.
- 6.7 The County reserves the right to open negotiations with all vendors which have been evaluated as most advantageous to the County's requirements. Additionally, the County reserves the right to clarify errors or omissions in order to gain further information, or correct minor ambiguities within the offer.

7.0 EVALUATION CRITERIA

The County will use the following evaluation criteria to determine whether a firm can meet the County's needs. An evaluation committee will score each firm. The Evaluation Committee will be composed of the Procurement Department, Superior Court, and the Information Technology Department. The maximum possible score is 100. Scoring will be broken down according to the importance of the criteria, and by own scoring weights, as assigned below.

- Technical Evaluation in accordance with attached Scope of Work (total of 50 possible points)
 - Technical ability to perform the required elements of Scope of Work (30 points)
 - Past performance within last 5-years (20 points)
- Price Evaluation (Total of 50 possible points)
 - Ensure a breakdown of all proposed items down to the per unit cost is provided on a proposal sheet provided with a company letterhead

8.0 SELECTION PROCEDURES

Responsive submissions will be reviewed only on a firm's ability to meet the minimum requirements outlined in section 2.0 – Scope of Work and any relevant attachments, and weighing the information provided by the vendor as outlined in Section 5.0 – Preparation of Response – Required Content, against Section 8.0 – Evaluation Criteria. The Evaluation Committee will select those vendors who score above 80 points on the evaluation of their proposal, in order to open negotiations. Vendors who score less than 80 total points, but above 50 may still be considered for award, upon written determination of the Procurement Department. Vendors scoring less than 50 points will not be considered and will be deemed as unqualified for award.

The County reserves the right to reject any or all submissions, to waive minor irregularities in said submissions, or to negotiate minor deviations with the successful firm. Any submissions which are not submitted by the date and time specified within this RFP will be considered late. Late proposals may be used by the County, if the Evaluation Committee determines, in writing, accepting the late technical proposal will be in the best interest of the County.

9.0 ATTACHMENTS

The following documents are attached to this solicitation and all information contained within shall be as if it were written directly into this solicitation:

- Attachment 1 – Terms and Conditions
- Attachment 2 – Scope of Work
- Attachment 3 – Site Visit Requirement
- Appendix A – Vendor Submission Form

10.0 AUTHORITY

The undersigned personnel are authorized to release the information contained within their submittal and has the authority to contractually bind and enter into agreements for their firm. All information submitted by the Firm shall conform to the requirement as outlined out by this solicitation, its attachments and/or appendices, unless otherwise proposed to the County, as mutually agreed.

VENDOR


Signature

4/21/2020
Date

Spencer Blecksoe
Printed Name

Preventronics
Firm Name

Technical Proposal Cochise Court Camera Upgrade/Replacement:

Scope:

Up-Grade and Re-location of existing camera system:

Re-wire as needed 8-existing IP cameras

Replace 12 analog cameras, with New IP cameras and cabling, and any conduit needed.

19 New IP Cameras in 100 Quality Building

6 New IP Cameras in Admin Building

Relocated existing camera head end's and replace with 2 New NVR's with 16 POE ports each with 16TB-HDD storage space each to make 32 ports and 32TB HDD Storage.

Upgrade system and replace analog cameras with IP cameras per places and specs.

All cameras are IC-Real Vandal Proof IP with 100ft IR.

All cabling cat6 plenum, concealed from public view and access.

Hours of work shall be approved by Court staff 24 hours prior to any work being done, after hours work and or weekend work may need to be part of schedule due to use of the buildings.

All cameras will be walked prior to installed with Cochise staff and Preventronics staff.

Each camera view will be reviewed after installation for any changes if required.

Head end/NVR to be-relocated to IDF rooms

Cochise IT staff and Preventronics will work together in IP addressing and passwords.

Preventronics will add new version of Smarticrss-remote-client-software windows software on client computers to view cameras.

Preventronics to provide system status reports every 30 days for 90 days after installation.

Preventronics shall provide Options Per Cochise staff request

Base Project and Option per Customer Request:

Base Project with install of 25 cameras and 2-32 port-poe NVR systems and:

In-100 Quality building, 19 new cameras and 2-new NVRs system-32 ports poe with 32TB Storage

In-Admin building, 6 new cameras and 2-new NVRs system-32 ports poe with 32TB Storage

Base bid price for project would be \$31,111.73

Option 1 add would be: (26th camera)

Add 1 more camera to be located in rear of court room Div-3

For the 1 new camera add to project is would be \$589.97

Option 2 add would be:

Add 2 more cameras on exterior of 100 Quality to view parking areas and prisoner and judge parking.

With 4 cameras in this area we can have them look at specific areas for best protection.

2 cameras covering prisoner and judge areas, 2 new cameras to look at parking lots

For the 2 cameras added to project is would be \$1,179.94 (2 of option #1)

Or

Upgrade 2 existing proposed cameras on exterior of 100 Quality to view parking areas and prisoner and judge parking to dual camera domes.

With 2 dual camera domes, it looks like 1 dome in each location, but you have 2 separate cameras per dome in this area we can have them look at specific areas for best protection.

Same as above just 2 camera domes, and still covering prisoner, judge, and 2 parking lots.

For the 2 cameras upgrade to project is would be \$925.86

Option 3 add would be:

Upgrade 1 existing proposed camera at Admin 2nd floor in ADR/FCC area.

New dual camera dome to look down open office area, while approved camera to look at conference rooms.

For the 1 camera upgrade to project is would be \$462.93

Option 4 add would be:

Add 1 more camera to be located on exterior of Admin court room Div-3

This camera would cover parking lots on side and in front of Admin Building.

For the 1 new camera add to project is would be \$589.97

Option 5 add would be:

Upgrade 2-NVR's to IC Real NVR's with 32 Ports POE, via 2/24-port POE and 2/16-port POE switches

For the 2 upgraded new NVR's/switches add to project is would be \$ 3,203.87

New Camera Equipment Info:

Cut Sheets included at end of document.

IC-Real and most NVRs have 16 ports on-board poe ports.

We are providing an IC-Real NVR with 16 on board poe ports, each unit will pull all cameras up on remote software as 32 cameras

Models: NVR-MX16POE-1U4K1-16TB

Option #5 is for each site to have 1 NVR, with 2 network ports, 1 port for cameras, connected to 1/24 port poe switch and 1/16 port poe switch, also and 1 network port for Cochise Network.

When programed with cameras on camera port, it is the same as on-board poe ports.

Preventronics will not allow any cameras on Cochise network, all cameras will go threw NVR 1st.

That will reduce the bandwidth challenge across Cochise County Network.

Models: NVR-6032K, with 32TB Storage Space, 24 Port POE Switch, and 16 Port POE Switch.

We are providing an IC-Real Vandal Proof indoor/outdoor rated Dome IP camera with IR-night vision.

Models:

Standard Camera- IPMX-D20F-IRW1, camera single camera dome with IF night vision.

Dual Camera Model- IPEL-M40F-IRW1, camera has 2 cameras in 1 housing with IR night vision, each camera can look at different area, and records separately.

Details:

Per: Attachment 2 – 20-46-SUP-02

1.2.3 The CONTRACTOR shall install 25 IP security cameras at the following locations within the SUPERIOR COURT main building:

OBJECTIVE

If Preventronics is awarded the solicitation 20-46-SUP-02, Preventronics shall provide all labor, materials, transportation, equipment and technical expertise in order to complete the installation of a video security system that will serve multiple purposes to the satisfaction of Cochise County (“COUNTY”). A master central monitoring center is to be created and/or relocated and remote monitoring stations shall be in communication. The system infrastructure shall be constructed/installed to support additional cameras that will be installed as funding is available.

The COUNTY wishes to replace and upgrade the remaining analog security cameras to IP security cameras (“SECURITY CAMERAS”) at the SUPERIOR COURT MAIN BUILDING and ADMINISTRATION BUILDING. The COUNTY intends to immediately upgrade all security cameras at the COUNTY SUPERIOR COURT located at 100 Quality Hill, Bisbee Arizona 85603 (“MAIN BLDG”) and THE ADMINISTRATION BUILDING (“ADMIN BLDG”) located at 4 Ledge Avenue, Bisbee, Arizona 85603. The COUNTY, as funds become available, may choose to increase the scope of work through a modification in order to include other buildings throughout a 5-year period. The required system should provide authorized personnel with visual access to various areas of the complex. The system shall be designed with upward growth and expansion in mind.

Preventronics shall be responsible for and complete the installation (hardware and software), configuration, testing implementation and training for the following requirements throughout this document, the original solicitation, and any of its attachments, as well as:

- provide and install all necessary mounting brackets, wire, jack ends, and any miscellaneous hardware.
- installation of Category 6 cable, power and data conduit as needed.
- install and setup of the security cameras and appropriately integrate connections into the New IC Realtime Digital Video Recorder.
- provide updated as-builts drawings and functional test results throughout the installation process; and
- perform a complete system final check prior to COUNTY Information Technology Department’s final inspection on Preventronics installation.

1.0 REQUIREMENTS

1.1 General Requirements

Preventronics will perform a broad range of services and activities in order to complete planning, installation of the IP SECURITY CAMERAS which all cameras must have night vision capabilities. This shall include but not be limited to, purchase and installation of pre-approved access and incidental equipment, computer hardware and software maintenance, migrating backup files and data, training, contractor support and warranty after purchase,

data collection, compatibility with existing security cameras and security camera systems, and relocation of communication hardware into communication closet if not already done so.

1.2 System Requirements

All systems and components shall have been thoroughly tested and proven in actual use. All equipment and materials used in this SYSTEM shall be standard components, regularly manufactured, and in general use, and shall not be modified specifically for the COUNTY COURTS.

1.2.1 Preventronics shall install all supplies and equipment that is compatible with IC-Realtime NVR software which is currently utilized by the COUNTY.

1.2.2 The NVR hardware for the security cameras will be moved/installed in a communication (“COM”) closet for each building. Preventronics shall be responsible for the installation to include incidental equipment and technology, such as wiring. Preventronics shall relocate all communication hardware to a COM closet if not already located in such location.

1.2.3 Preventronics shall install 25 IP security cameras at the following locations within the SUPERIOR COURT main building:

Superior Court Main Bldg. - Basement

- 1 interior security camera on wall
- 2 interior security cameras on ceiling hallway

Superior Court Main Bldg. – 1st Floor

- 1 interior security camera on ceiling
- 1 interior security camera on back wall in DIV V courtroom located by the Judge’s bench
- 1 interior security camera on back corner wall in DIV V courtroom
- 1 interior employee entrance/exit security camera on ceiling
- 1 exterior security camera on the left-hand side of the building with high resolution and night capability
- 1 exterior security camera on the right-hand side of the building with high resolution and night capability
- 1 interior security camera on ceiling facing the clerk’s office and main lobby area

Superior Court Main Bldg. – 2nd Floor

- 2 interior security cameras located in the lobby on ceiling
- 1 interior security camera in DIV I courtroom located on the back wall
- 1 interior security camera in DIV I courtroom located on the corner wall located by the courtroom clerk area
- 1 interior security camera in DIV IV courtroom located on the back wall
- 1 interior security camera in DIV IV located on the wall behind the Judge’s bench
- 1 interior security camera by the entrance/exit (security station)
- 1 interior security camera located in the Law Library lobby area on the right-hand side corner on the ceiling
- 1 interior security camera located in the Law Library public area on the right-hand side corner on the ceiling

Administration Bldg. – 1st Floor

- 1 interior security camera in the entrance/ exit located on the left-hand corner on the ceiling (security station)

Administration Bldg. – 2nd Floor

- 1 interior security camera located in the lobby on ceiling
- 1 interior security camera located in DIV III courtroom located behind the Judge's bench on the back wall
- 1 interior security camera located in DIV III courtroom located on the back wall
- 1 interior security camera located in the back-employee entrance hall between DIV III and ADR/FCC
- 1 exterior security camera located on the back roof/patio area with high resolution and night vision capability

The County Approved Manufacturer is IC-REAL VANDAL PROOF DOME CAMERA, compatible alternatives may be considered upon submission of technical specifications. The following equipment has been tested and found NOT to conform OR be compatible with system requirements: HYBRID NVR IC-REALTIME MODEL AVR-4M316, HYBRID NVR IC-REALTIME MODEL AVR-1718.

Vendor will coordinate the configurations with the CCIT department to verify all cameras and NVR's are configured with Cochise County security requirements and industry best practices. (i.e. usernames, passwords, etc.)

1.3 Installation Requirements

Preventronics shall:

- measure for the conduit installation and provide a list of conduits and hardware.
- install all conduit and pull boxes to each security camera and pull all cables leaving an appropriate amount of slack.
- identify the types of anchor screws and necessary hardware for mounting security cameras, pull boxes and conduit; and
- provide conduit installation drawings based on the site survey. All conduit shall conform to National Electrical Code (NEC) standards.
- configure new IP cameras with the NVR IC-Realtime digital recorder
- perform functional checks on each security camera installation
- document functional checks and provide the County with the results
- Any hardware (NVR's, Cables, etc.) for the security cameras will be moved to secure communication ("COM") closets
- coordinate with the County Information Technology Department to define all IP address, subnet Mask address, and Gateway address for setting up the NVR IC-Realtime digital recorder and IP cameras prior to installation
- provide at least 48 hours' notice before installation of any item.
- must sign a form stating everything is working correctly when each job is completed

COUNTY Shall:

- Provide wall or rack space as required
- Provide electronic (PDF) version of building diagrams
- Provide Flowcharts diagrams of approved layout Prior to install
- Provide Network Connectivity to SYSTEM
- Provide IP address space for the SYSTEM

2.0 Miscellaneous Requirements

2.1 Mounting Hardware

Security Camera hardware shall be determined by each individual security camera which may include new: mounts, other hardware, and all necessary wiring needed. If any mounting locations need to be modified, the Preventronics shall only do so with expressed approval from the COUNTY and shall ensure quality of craftsmanship is adhered to.

2.2 Training Requirements

The Contractor shall provide on-site training that shall include at a minimum, but not be limited to:

- maintenance of equipment
- implementation and maintenance of user accounts for signing into software
- maintenance of security cameras
- maintaining security footage

The CONTRACTOR shall provide a digital set of any and all manuals and/or instruction books for the operation and maintenance of the complete system.

3.0 Project Management

The County will oversee the Project Management role for the project. CONTRACTOR shall allow for a point person to be assigned to coordinate the development of the schedule, timing of delivery of materials and supervising onsite resources.

4.0 Drawing Review/Creations

CONTRACTOR shall provide electronic buildings floorplans, system design drawings, test plans and test results before job is complete
COUNTY will provide the initial floorplans for all COUNTY buildings identified within this scope of work.

5.0 Remote Access

Remote access outside of the COUNTY network will not be permitted.

6.0 Warranty

The Preventronics shall include a 1-year warranty for parts and labor and honor the manufacturer's warranty on all equipment installed. Additionally, the CONTRACTOR shall provide, at no cost to the COUNTY, the removal of all defective parts still covered under any such warranty.

7.0 Deliverables/Milestones

The Preventronics shall provide all deliverables outlined within this document to the COUNTY for approval. The COUNTY shall inspect and approve all work performed and any equipment installed, in writing, and provide to the CONTRACTOR prior to final payment. The Preventronics shall provide to the COUNTY invoices for each sub-line item completed. The CONTRACTOR shall include the written acceptance provided by the COUNTY to the Procurement Department at the time of invoicing for routing and approval of payment.

7.1 Provide Serial Numbers on all cameras and all NVR's in an MS Excel Spreadsheet

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a division of Circuit-Tron Corporation

7.2 System installation 7.2.1 Provide digital (PDF file) layout of all Cameras locations including all cable layout to the NVR at each building as well as all system design drawings (PDF file)

7.2.2 Provide initial setup on any client computers to view cameras with the Smarticrss-remote-client-software

7.2.3 Provide County Information Technology Department with all passwords and security questions used during all installs

7.2.4 Provide Weekly Progress reports during the installation process.

7.3 Provide User Training sessions on using the software and NVR

7.4 Provide (2) Quality Check Reports on completion of each building which will show all cameras and NVR are in working condition which includes verifying there are no camera feed dropping/lost.

7.4.1 Report 1- 30 days after install

7.4.2 Report 2- 60 days after install

7.5 Provide a Final report of building within 90 days of installation

7.6 If any additional expansion of systems after installation, must follow all sections above.

Any Questions Please call,

Spencer Bledsoe

Pre-venTronics

a division of Circuit-Tron Corporation

1635 S. Alvernon Way

Tucson, AZ 85711-5645

E-mail: sbledsoe@preventronics.com

Cell: (520) 500-6005

Office: (520) 790-4960

Action 11.

Regular Board of Supervisors Meeting

Development Services

Meeting Date: 05/19/2020

CARES Act Grant No. 3-04-0013-014-2020 in the amount of \$20,000 for Bisbee-Douglas International Airport

Submitted By: Dan Coxworth, Development Services

Department: Development Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Dan Coxworth

TITLE of PRESENTER: Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve a Coronavirus Aid, Relief, and Economic Security (CARES) Act Airports Grant of Federal funds for the Bisbee-Douglas International Airport, in the amount of \$20,000, effective May 19, 2020.

Background:

Cochise County submitted a CARES Act Airports Grants Application to the FAA, dated May 7, 2020, for a grant for Federal Funds for the BDI Airport in the amount of \$20,000. The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Bisbee Douglas International incurred no earlier than January 20, 2020.

Department's Next Steps (if approved):

If approved, the Department will ensure the Chair of the Board or Development Services Director signs the electronic version of the Grant before June 1, 2020.

Impact of NOT Approving/Alternatives:

Loss of \$20,000 for airport operations at BDI Airport.

To BOS Staff: Document Disposition/Follow-Up:

The Chair of the Board or Development Services Director electronically signs the Grant before June 1, 2020.

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 Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Arizona, Nevada

3-04-0013-014-2020
FAA PHX ADO
FAA Phoenix District Office
3800 N. Central Ave.
Phoenix, AZ 85012

CARES Act Grant Transmittal Letter

May 7, 2020

Dan Coxworth
1415 Melody Lane
Building F
Bisbee, AZ 85603

Dear Mr Coxworth:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-04-0013-014-2020 for Bisbee Douglas International. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 1, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

By accepting this grant, you agree to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide the following reports to this office within 10 business days of the end of each reporting period:

- The number of employees employed as of March 27, 2020.
- The number of employees as of June 30, 2020.
- The number of employees as of September 30, 2020.
- The number of employees as of December 31, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify **Kyler Erhard** by email that the grant is administratively and financially closed. **Kyler Erhard** is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Mike N Williams
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date May 7, 2020

Airport/Planning Area Bisbee Douglas International

CARES Grant Number 3-04-0013-014-2020

Unique Entity Identifier 020126041

TO: County of Cochise

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 7, 2020, for a grant of Federal funds at or associated with the Bisbee Douglas International, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Bisbee Douglas International, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Bisbee Douglas International incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$20,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 1, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
 - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N Williams

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

County of Cochise

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Cochise**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Action 12.

Regular Board of Supervisors Meeting

Development Services

Meeting Date: 05/19/2020

CARES Act Grant No. 3-04-0049-007-2020 in the amount of \$30,000 for the Cochise County Airport

Submitted By: Dan Coxworth, Development Services

Department: Development Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Dan Coxworth

TITLE of PRESENTER: Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve a Coronavirus Aid, Relief, and Economic Security (CARES) Act Airports Grant of Federal funds for the Cochise County Airport in the amount of \$30,000, effective May 19, 2020.

Background:

Cochise County submitted a CARES Act Airports Grants Application to the FAA, dated April 21, 2020, for a grant for Federal Funds for the Cochise County Airport in the amount of \$30,000. The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Cochise County Airport incurred no earlier than January 20, 2020.

Department's Next Steps (if approved):

If approved, the Development Services Director signs the electronic version of the Grant before June 1, 2020.

Impact of NOT Approving/Alternatives:

Loss of \$30,000 for airport operations at the Cochise County Airport.

To BOS Staff: Document Disposition/Follow-Up:

Nothing. The Development Services Director will electronically sign the Grant before June 1, 2020.

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 Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
Arizona, Nevada

3-04-0049-007-2020
FAA PHX ADO
3800 N Central Ave
Suite 1025
Phoenix, AZ 85012

CARES Act Grant Transmittal Letter

May 7, 2020

Dan Coxworth
1415 Melody Lane
Building F
Bisbee, AZ 85603

Dear Mr. Coxworth:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-04-0049-007-2020 for Cochise County. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 1, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

By accepting this grant, you agree to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide the following reports to this office within 10 business days of the end of each reporting period:

- The number of employees employed as of March 27, 2020.
- The number of employees as of June 30, 2020.
- The number of employees as of September 30, 2020.
- The number of employees as of December 31, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify **Kyler Erhard** by email that the grant is administratively and financially closed. **Kyler Erhard** is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Mike N Williams
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date May 7, 2020

Airport/Planning Area Cochise County

CARES Grant Number 3-04-0049-007-2020

Unique Entity Identifier 020126041

TO: County of Cochise

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 21, 2020, for a grant of Federal funds at or associated with the Cochise County, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Cochise County, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Cochise County incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless

and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
 - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mike N Williams

(Typed Name)

Mike N Williams

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

County of Cochise

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Cochise**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Regular Board of Supervisors Meeting

Emergency Services

Meeting Date: 05/19/2020

Approval of 2019 HMEP Regional Training Equipment Grant

Submitted By: Gabriel Lavine, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Gabe Lavine

TITLE of PRESENTER: Director
Emergency Management

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Hazardous Material Emergency Preparedness Grant reallocation funding of \$25,717.30 for HAZMAT training equipment.

Background:

The Pipeline and Hazardous Materials Safety Administration's (PHMSA) Office of Pipeline Safety is responsible for carrying out a national program to ensure the safe, reliable, and environmentally-sound operation of the nation's natural gas and hazardous liquid pipeline transportation system. PHMSA Administers a Hazardous Materials Emergency Preparedness Grant that provides funding to local jurisdictions to support training and response to HAZMAT incidents. The Countywide HAZMAT Response Team is comprised of multiple public safety organizations and county departments who respond to HAZMAT emergencies in the County as well as supporting regional response along the border region. At years end there was additional reallocation funds available that Cochise County OES competed for and has been awarded to support local departments.

Department's Next Steps (if approved):

Complete procurement process. Distribute equipment to local participating agencies.

Impact of NOT Approving/Alternatives:

Additional funding goes unused and is returned to the federal government.

To BOS Staff: Document Disposition/Follow-Up:

Add additional funding appropriate 218 fund.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2020
Public Health Emergency Preparedness, Contract #ADHS17-133164
Submitted By: Briggita Hodges, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Health Department Director

NAME of PRESENTER: Carrie Langley

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 renewal of Public Health Emergency Preparedness, Contract #ADHS17-133164, Amendment #7, for Covid-19 between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$263,965, effective March 5, 2020 through March 15, 2021.

Background:

In January 2020 the World Health Organization declared a Global Pandemic for COVID-19, the Centers for Disease Control and Prevention followed, and Arizona had its first case of COVID-19. Cochise County Health Emergency Operations Center began preparing and planning for COVID-19, and activated a virtual EOC on March 10, 2020. To date Cochise County has seen 31 cases of COVID-19, and continues to manage this response and planning on a daily bases. This funding support will provide funds for the response and ongoing efforts to mitigate the impact of COVID-19 on our community through support for public health operations and response.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this funding would result in reduced ability to respond to the COVID-19 pandemic.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: [radio] Funds Available: [checkbox] Amount Available: 263965.00
Unbudgeted: [checkbox] Funds NOT Available: [radio] Amendment: [input type="text"]

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 20/21

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Attachments

Executive Summary

IGA

Executive Summary Form

Agenda Number: HLT

Recommendation:

Approve renewal of Public Health Emergency Preparedness, Contract #ADHS17-133164, Amendment #7, for COVID-19 between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of \$263,965 for the period of 3/5/20 – 3/15/21. This is a fixed-price grant.

Background (Brief):

In January 2020 the World Health Organization declared a Global Pandemic for COVID-19, the Centers for Disease Control and Prevention followed, and Arizona had its first case of COVID-19. Cochise County Health Emergency Operations Center began preparing and planning for COVID-19, and activated a virtual EOC on March 10th, 2020. To date Cochise County has seen 31 cases of COVID-19, and continues to manage this response and planning on a daily bases. This funding support will provide funds for the response and ongoing efforts to mitigate the impact of COVID-19 on our community through support for public health operations and response.

Fiscal Impact & Funding Sources:

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this funding would result in reduced ability to respond to the COVID-19 pandemic.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS17-133164	

1. Background

The Arizona Department of Health Services (ADHS) supports the Public Health Crisis Notice of Funding Opportunity from the Department of Health and Human Services (HHS), Center of Disease Control and Prevention (CDC).

2. Objective

The goal of this project is to work with the CDC in a crisis situation to rapidly mobilize, surge, and respond to public health emergencies occurring in Arizona. Arizona has been pre-approved for rapid funding by the CDC for public health emergencies of large scale, complexity, or consequence that it would have an overwhelming impact upon and exceed the resources available within the state.

2.1. Strategies associated with the response are:

- 2.1.1. Strengthen incident management,
- 2.1.2. Strengthen jurisdictional recovery,
- 2.1.3. Strengthen biosurveillance,
- 2.1.4. Strengthen information management,
- 2.1.5. Strengthen countermeasures and mitigation, and
- 2.1.6. Strengthen surge management.

2.2. Outcomes associated with these strategies include:

- 2.2.1. Earliest possible activation and management of emergency operations,
- 2.2.2. Earliest possible identification and investigation of an incident/index case,
- 2.2.3. Timely implementation of interventions and control measures,
- 2.2.4. Timely communication of risk and essential elements of information by partners, and
- 2.2.5. Timely coordination and support of response activities with healthcare and other partners.

3. Tasks

3.1. The Contractor shall:

- 3.1.1. Comply with existing and/or future directives and guidance from the HHS, CDC Secretary regarding control of the spread of COVID-19,
- 3.1.2. Consult and coordinate with HHS, CDC to provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation), and
- 3.1.3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

3.2. HHS, CDC has established allowable activities related to the capability domains described in the Public Health Crisis Response Notice Of Funding Opportunity. The domains include:

- 3.2.1. Incident Management for Early Crisis Response,
- 3.2.2. Jurisdictional Recovery,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS17-133164	

- 3.2.3. Information Management,
- 3.2.4. Countermeasures and Mitigation,
- 3.2.5. Surge Management, and
- 3.2.6. Biosurveillance.

3.3. Surveillance, Laboratory Testing, and Reporting

- 3.3.1. Contractor shall implement and scale-up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community and is responsible for immediate implementation of real-time reporting to the HPP, CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:
 - 3.3.1.1. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death;
 - 3.3.1.2. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings;
 - 3.3.1.3. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements;
 - 3.3.1.4. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization and reporting;
 - 3.3.1.5. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); and
 - 3.3.1.6. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).

3.4. Community Intervention Implementation Plan

- 3.4.1. Contractor shall develop a brief COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three (3) mitigation goals:
 - 3.4.1.1. Slow transmission of disease;
 - 3.4.1.2. Minimize morbidity and mortality; and
 - 3.4.1.3. Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.
- 3.4.2. The plan shall address:
 - 3.4.2.1. Minimizing potential spread and reduce morbidity and mortality of COVID-19 in communities;
 - 3.4.2.2. Planning and adapting for disruption caused by community spread and implement interventions to prevent further spread;
 - 3.4.2.3. Ensuring healthcare system response is an integrated part of community interventions; and

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS17-133164	

3.4.2.4. Ensuring integration of community mitigation interventions with health system preparedness and response plans and interventions.

4. Deliverables and Delivery Schedule

- 4.1. The budget and performance period is March 5, 2020 through March 15, 2021, which can be used to cover certain pre-award costs dating back to January 20, 2020.
- 4.2. The contractor shall:
 - 4.2.1. Develop a brief COVID-19 community intervention implementation plan as referenced in this Scope of Work, Provision Three (3) Tasks, Section 3.4 within six (6) months from receipt of funds,
 - 4.2.2. Submit a budget within thirty (30) days from receipt of funds,
 - 4.2.3. Submit work plans within ninety (90) days from receipt of funds, and
 - 4.2.4. Submit monthly contractor expenditure reports with detailed information and receipts.

5. Notices, Correspondence, Reports and Invoices

- 5.1. Notices, correspondence and reports from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Public Health Emergency Preparedness
Community and Healthcare Preparedness, Section Chief
150 N. 18th Avenue, Suite 150
Phoenix, AZ 85007
Telephone: 480-245-8964
Fax: 602-364-3681

- 5.2. Notices, correspondence and reports from ADHS to the contractor shall be sent to:

Greg McQuaide
1415 Meloday Lane
Bisbee, AZ 85603
Telephone: 520-432-9437
gmcquaide@cochise.az.gov

- 5.3. Invoices shall be sent to: invoices@azdhs.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS17-133164	

Budget & Performance Period

March 05, 2020 - March 15, 2021

Description	Amount
Tasks Per Amendment No.: Seven (7) Paid through a Manual Purchase Order to expedite receipt of funds.	\$263,965.00

Regular Board of Supervisors Meeting

Meeting Date: 05/19/2020

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.
