# Cochise County
## Board of Supervisors

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

**ANN ENGLISH**
Vice-Chairman
District 2

**PEGGY JUDD**
Supervisor
District 3

**RICHARD G. KARWACZKA**
County Administrator

**SHARON GILMAN**
Associate County Administrator

**KIM LEMONS**
Clerk of the Board


**AGENDA FOR REGULAR BOARD MEETING**
**TUESDAY, NOVEMBER 17, 2020 AT 10:15 AM**
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.***

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**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 465 215 747#. 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 October 27, 2020. -- Approved

2. Approve Governor's Office of Highway Safety (GOHS) Contract 2020-CIOT-006, providing the Cochise County Sheriff's Office with $6,000 to cover overtime expenses, as-well-as employee-related expenses, to participate in the two-week "Buckle Up Arizona... It's the Law" program, effective November 16, 2020 through November 29, 2020. -- Approved

3. Ratify minor changes to Intergovernmental Agreement (IGA) approved on September 15, 2020, among Santa Cruz County, Cochise County and Superior Courts for Juvenile Detention Services as outlined in attached. -- Approved

4. Approve the Memorandum of Understanding (MOU) between Sierra Vista Metropolitan Planning Organization (SVMPO) and Cochise County, for contribution of local matching funds to support the SVMPO's annual work program, in the amount of $25,000 plus in-kind contributions, for a total Fiscal Year 2020-21 payment of $33,493.20. -- Approved

**County Attorney**

5. Approve Authorization Letter to the Arizona Attorney General’s Office to represent Cochise County in all tax appeal litigation of centrally assessed property for tax years 2021 and 2022. -- Approved

**County Schools**

6. Approve Contract #1878 between the Cochise County Superintendent and Graduation Solutions LLC, for the Dropout Recovery Program that runs from July 1 through June 30, for the 2021-2024 school years. -- Approved

**Court Administration**

7. Approve a Proclamation declaring November 23, 2020 to be National Adoption Day in Cochise County. -- Approved

8. Approve Fiscal Year 2020-21 Fill The Gap funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2020 through June 30, 2021 in the amount of $33,747. -- Approved

**Engineering & Natural Resources**

9. Accept the County Engineer’s recommendation and set a public hearing for December 15, 2020 to alter the declared width of Davis Road, an established County Highway, from 100 feet to 200 feet. -- Approved

10. Adopt Resolution 20-18 authorizing the abandonment of a public right-of-way near Willcox, as described in attached Exhibit A. -- Approved

11. Adopt Resolution 20-19 authorizing the abandonment of any interest the County may have in a certain "No Access" easement, as described in attached Exhibit A. -- Approved

**Finance**

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

**Health & Social Services**

13. Approve Amendment Two and extend the Provider Contract for Title 36 Mental Health Services Agreement between Cochise County and Canyon Vista Medical Center, for a term of two years, beginning April 22, 2020 and ending on April 22, 2022. -- Approved

**Information Technology**

14. Approve renewal of right-of-way Lease No. 18-105186-00 for service road access to the San Bernardino radio tower between Cochise County and the Arizona State Land Department, effective August 31, 2020 through August 30, 2030. -- Approved

**Legal Advocate**

15. Adopt Resolution 20-20 authorizing the Public Defender, Legal Advocate and Legal Defender Departments to accept court appointment to represent indigent defendants at proceedings authorized by ARS 11-584 and 11-584(10). -- Approved

***PUBLIC HEARINGS***

**Development Services**

16. Adopt Zoning Ordinance 20-14 amending certain Zoning district boundaries from RU-4 (Rural, one dwelling per four acres) to RU-2 (Rural, one dwelling per two acres), pursuant to the application of Mr. and Mrs. Jennings, Mr. Hawkins and Mr. and Mrs. Hernandez. -- Disapproved

17. Adopt Zoning Ordinance 20-15 amending certain Zoning district boundaries from SR-43 (Single Residential, one dwelling per 43,000 square feet) to RU-4 (Rural, one dwelling per four acres), pursuant to the application of Mr. and Mrs. Andasola. -- Approved

18. Adopt Zoning Ordinance 20-16 amending certain Zoning district boundaries from R-36 (Residential, one dwelling per 36,000 square feet) to RU-4 (Rural, one dwelling per four acres), pursuant to the application of Mr. Adam Husarek. -- Approved

***ACTION***

**County Sheriff**

19. Approve Intergovernmental Agreement (IGA) 2020-075 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office (CCSO), to continue to fund three full-time CCSO Southeast Arizona Border Region Enforcement (SABRE) sworn officers, effective when fully executed, through June 30, 2021, with automatic annual renewal options on July 1, 2021, for a period of time not to exceed five years from July 1, 2020. -- Approved

20. Approve inter-fund transfer of $543,000 from fund 570 to fund 100 for Sheriff's Office overtime and comp time funding requests. -- Approved

21. Approve Operation Stonegarden Contracts: 18-AZDOHS-OPSG-180401-05, reallocating funds in the amount of $2,064 from the Arizona Department of Homeland Security (DOHS) to purchase Air Cards for the License Plate Readers (LPR's) trailers previously purchased through this grant/program, effective October 20, 2020 through August 31, 2021; and 18-AZDOHS-OPSG-180401-04, reallocating funds in the amount of $27,895 for overtime and mileage, effective October 20, 2020 through July 31, 2021. -- Approved

**Court Administration**

22. Approve Fiscal Year 2020-21 Traffic Case Processing Funds funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2020 through June 30, 2021, in the amount of $63,325 that includes $25,000 matching funds from general fund, $6,500 from cash carry forward, and $6,825 from local Judicial Collection Enforcement Funds. -- Approved

23. Approve Intergovernmental Agreement (IGA) for Court Co-Location and Operations between Cochise County and the City of Sierra Vista, effective January 1, 2021 through June 30, 2022. -- Approved

**Emergency Services**

24. Approve Emergency Management Performance Grant EMF-2020-EP-00009, for reimbursement not to exceed $302,229.13, in Emergency Management related services, effective July 1, 2020 through June 30, 2021. -- Approved

**Human Resources**

25. Approve the background check agreements between Cochise County and GovernmentJobs.com, Inc. (dba "NEOGOV") and AssureHire, Inc., with both agreements effective the date of execution, with NEOGOV renewing annually for $2,000 per year, and AssureHire, Inc. renewing for successive one-year periods, with payment for services. -- Approved

***REPORT BY RICHARD G. KARWACZKA, 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.

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**Cochise County Board of Supervisors**
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

**Consent 1.**

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

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Minutes | | | |
| **Submitted By:** | Amy Langer, Board of Supervisors | | |
| **Department:** | Board of Supervisors | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | |
| **Document Signatures:** | | **# of ORIGINALS Submitted for Signature:** | |
| **NAME of PRESENTER:** | n/a | **TITLE of PRESENTER:** | n/a |
| **Mandated Function?:** | | **Source of Mandate or Basis for Support?:** | |

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**Information**

**Agenda Item Text:**
Approve the Minutes of the regular meeting of the Board of Supervisors of October 27, 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.

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**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 Minutes
Minutes
Demands Minutes

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Demands 10/22/20
Date Range 10/09/20-10/22/20
Warrant Range 43381-43586

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43381 | 10/09/2020 | Arizona Counties Insurance Pool | 1600 - Finance | 110 Payroll Clearing Fund | 175,976.23 |
| 43382 | 10/15/2020 | A&R Fire Protection LLC | 2100 - Facilities Management | 100 General Fund | 5,000.00 |
| 43383 | 10/15/2020 | A+ Language Services | 1300 - Public Defender | 100 General Fund | 175.00 |
| 43384 | 10/15/2020 | All Copy Products, Inc | 1600 - Finance | 100 General Fund | 21,999.83 |
| 43385 | 10/15/2020 | Arizona Counties Insurance Pool | 0100 - Board of Supervisors | 100 General Fund | 16,693.45 |
| 43386 | 10/15/2020 | Arizona Machinery Company, LLC dba Stotz Equipment | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 559.81 |
| 43387 | 10/15/2020 | Arizona Public Service - APS | 2100 - Facilities Management | 100 General Fund | 190.21 |
| 43388 | 10/15/2020 | Arizona Water Company | 2100 - Facilities Management | 100 General Fund | 69.86 |
| 43389 | 10/15/2020 | Aztec Welding Supply Company | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 234.04 |
| 43390 | 10/15/2020 | Barnett's Towing LLC | 1750 - Fleet Management | 109 Fleet Management | 150.00 |
| 43391 | 10/15/2020 | Bingham Equipment Company | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 45.51 |
| 43392 | 10/15/2020 | Bisbee Napa | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 447.89 |
| 43392 | 10/15/2020 | Bisbee Napa | 1750 - Fleet Management | 109 Fleet Management | 349.67 |
| 43392 | 10/15/2020 | Bisbee Napa | 2100 - Facilities Management | 100 General Fund | 130.45 |
| 43393 | 10/15/2020 | Bisbee Unified School District #2 | 9000 - School Superintendent | 283 ELL Title III Consortium | 1,721.00 |
| 43394 | 10/15/2020 | Bowie Water Improvement District | 2100 - Facilities Management | 100 General Fund | 100.96 |
| 43395 | 10/15/2020 | Bug-Wiser Exterminating, Inc. | 2100 - Facilities Management | 100 General Fund | 611.00 |
| 43395 | 10/15/2020 | Bug-Wiser Exterminating, Inc. | 2100 - Facilities Management | 105 Bisbee/Douglas Airport | 45.00 |
| 43396 | 10/15/2020 | C & C Manufacturing LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 289.24 |
| 43397 | 10/15/2020 | CDW LLC | 1800 - IT/Communications | 100 General Fund | 354.31 |
| 43398 | 10/15/2020 | CenturyLink Communications | 1200 - Juvenile Court Services | 100 General Fund | 89.29 |
| 43398 | 10/15/2020 | CenturyLink Communications | 1400 - General Government | 216 SEACOM Operations | 465.04 |
| 43398 | 10/15/2020 | CenturyLink Communications | 7000 - Solid Waste | 505 Solid Waste | 219.01 |
| 43399 | 10/15/2020 | Cintas Corporation No. 445 | 7000 - Solid Waste | 505 Solid Waste | 366.87 |
| 43400 | 10/15/2020 | City of Bisbee | 2100 - Facilities Management | 100 General Fund | 7,479.76 |
| 43401 | 10/15/2020 | City of Willcox Animal Shelter | 3000 - Sheriff | 100 General Fund | 19,392.50 |
| 43402 | 10/15/2020 | Cochise Lock and Safe, Inc. | 2100 - Facilities Management | 100 General Fund | 186.66 |
| 43403 | 10/15/2020 | Cochise Private Industry Council, Inc. | 1600 - Finance | 192 J.T.P.A. | 158,541.00 |
| 43404 | 10/15/2020 | Concentra Medical Centers | 1200 - Juvenile Court Services | 555 Juvenile Treatment Svcs | 144.00 |
| 43405 | 10/15/2020 | Cool Dreams Window Tinting | 1750 - Fleet Management | 109 Fleet Management | 175.00 |
| 43406 | 10/15/2020 | Copper Queen Community Hospital | 0100 - Board of Supervisors | 100 General Fund | 3,592.55 |
| 43407 | 10/15/2020 | Copper Queen Medical Associates | 3000 - Sheriff | 208 Sheriff Inmate Welfare | 41.57 |
| 43408 | 10/15/2020 | Crawford Supply Co | 3000 - Sheriff | 208 Sheriff Inmate Welfare | 36.96 |
| 43409 | 10/15/2020 | Culligan of Tucson | 1600 - Finance | 100 General Fund | 81.79 |
| 43410 | 10/15/2020 | Diamondback Police Supply Co | 3000 - Sheriff | 100 General Fund | 416.32 |
| 43411 | 10/15/2020 | Douglas, City of | 2100 - Facilities Management | 105 Bisbee/Douglas Airport | 943.00 |
| 43412 | 10/15/2020 | Douglas, City of | 3000 - Sheriff | 100 General Fund | 3,181.35 |
| 43413 | 10/15/2020 | Empire Southwest LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 1,858.45 |
| 43414 | 10/15/2020 | Federal Express Corporation | 1800 - IT/Communications | 100 General Fund | 22.68 |
| 43415 | 10/15/2020 | Edward Free | 0920 - Justice Court 2 | 100 General Fund | 100.00 |
| 43416 | 10/15/2020 | Guardian Alliance Technologies, Inc. | 3000 - Sheriff | 100 General Fund | 50.00 |
| 43417 | 10/15/2020 | International Chemtex Corporation | 2100 - Facilities Management | 100 General Fund | 751.58 |
| 43418 | 10/15/2020 | Interstate Battery | 1750 - Fleet Management | 109 Fleet Management | 755.19 |
| 43419 | 10/15/2020 | Johnson, Roger | 0100 - Board of Supervisors | 100 General Fund | 100.00 |
| 43420 | 10/15/2020 | JWS Web Design LLC | 1800 - IT/Communications | 100 General Fund | 1,125.00 |
| 43421 | 10/15/2020 | Keefe Commissary Network, LLC | 3000 - Sheriff | 208 Sheriff Inmate Welfare | 9,128.85 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43422 | 10/15/2020 | Michael Stephen Kuntzelman | 1300 - Public Defender | 100 General Fund | 600.00 |
| 43423 | 10/15/2020 | Mack's Auto Parts Inc | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 287.16 |
| 43424 | 10/15/2020 | Merle's Automotive Supply | 1750 - Fleet Management | 109 Fleet Management | 947.22 |
| 43425 | 10/15/2020 | NI Government Services Inc | 3000 - Sheriff | 100 General Fund | 221.18 |
| 43426 | 10/15/2020 | Palominas Public School District #49 | 9000 - School Superintendent | 283 ELL Title III Consortium | 1,803.36 |
| 43427 | 10/15/2020 | Porta-Pot | 7000 - Solid Waste | 505 Solid Waste | 750.75 |
| 43428 | 10/15/2020 | Prudential Overall Supply | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 214.33 |
| 43428 | 10/15/2020 | Prudential Overall Supply | 1750 - Fleet Management | 109 Fleet Management | 141.04 |
| 43429 | 10/15/2020 | Purcell Tire & Rubber Company | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 3,639.31 |
| 43430 | 10/15/2020 | Rapid Towing & Recovery | 3000 - Sheriff | 100 General Fund | 312.50 |
| 43431 | 10/15/2020 | RWC Group | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 5,296.37 |
| 43432 | 10/15/2020 | Senergy Petroleum LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 15,511.27 |
| 43432 | 10/15/2020 | Senergy Petroleum LLC | 1750 - Fleet Management | 109 Fleet Management | 9,540.22 |
| 43433 | 10/15/2020 | Shoemaker, Brad | 1750 - Fleet Management | 109 Fleet Management | 425.00 |
| 43434 | 10/15/2020 | Sierra Vista NAPA | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 276.95 |
| 43435 | 10/15/2020 | Southwest Gas Corporation | 2100 - Facilities Management | 216 SEACOM Operations | 48.45 |
| 43436 | 10/15/2020 | Sparkletts | 0100 - Board of Supervisors | 100 General Fund | 66.50 |
| 43436 | 10/15/2020 | Sparkletts | 0910 - Justice Court 1 | 100 General Fund | 65.44 |
| 43436 | 10/15/2020 | Sparkletts | 1800 - IT/Communications | 100 General Fund | 77.53 |
| 43437 | 10/15/2020 | Stamback Septic Service | 2100 - Facilities Management | 105 Bisbee/Douglas Airport | 302.39 |
| 43437 | 10/15/2020 | Stamback Septic Service | 7000 - Solid Waste | 505 Solid Waste | 611.50 |
| 43438 | 10/15/2020 | Stantec Consulting Services, Inc. | 0100 - Board of Supervisors | 100 General Fund | 42,508.50 |
| 43439 | 10/15/2020 | Stericycle Inc. | 3000 - Sheriff | 100 General Fund | 722.04 |
| 43440 | 10/15/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 2100 - Facilities Management | 100 General Fund | 4,031.91 |
| 43440 | 10/15/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 7000 - Solid Waste | 505 Solid Waste | 1,887.78 |
| 43441 | 10/15/2020 | TALX UC eXpress | 2200 - Human Resources | 100 General Fund | 2,250.00 |
| 43442 | 10/15/2020 | Tombstone Unified School District #1 | 9000 - School Superintendent | 283 ELL Title III Consortium | 960.13 |
| 43443 | 10/15/2020 | TransUnion Risk and Alternative Data Solutions | 1350 - Legal Defender | 100 General Fund | 54.80 |
| 43444 | 10/15/2020 | UniFirst Corporation | 2100 - Facilities Management | 100 General Fund | 148.26 |
| 43445 | 10/15/2020 | USDA, Animal & Plant Health Inspection | 3000 - Sheriff | 100 General Fund | 6,324.55 |
| 43446 | 10/15/2020 | VCA Apache Animal Hospital | 3000 - Sheriff | 100 General Fund | 659.33 |
| 43447 | 10/15/2020 | Verizon Wireless | 3000 - Sheriff | 100 General Fund | 4,535.53 |
| 43448 | 10/15/2020 | Victory Supply, LLC | 3000 - Sheriff | 100 General Fund | 510.74 |
| 43449 | 10/15/2020 | W. R. Ryan Company | 1750 - Fleet Management | 109 Fleet Management | 2,845.11 |
| 43450 | 10/15/2020 | Watson Chevrolet Inc | 1750 - Fleet Management | 109 Fleet Management | 6,060.51 |
| 43451 | 10/15/2020 | Waxie Sanitary Supply | 2100 - Facilities Management | 100 General Fund | 1,020.93 |
| 43451 | 10/15/2020 | Waxie Sanitary Supply | 3000 - Sheriff | 100 General Fund | 740.02 |
| 43452 | 10/15/2020 | Gilbert, Joseph | 3000 - Sheriff | 100 General Fund | 700.00 |
| 43453 | 10/15/2020 | Trachtman, Sean | 1800 - IT/Communications | 100 General Fund | 1,148.00 |
| 43454 | 10/15/2020 | Erica Acosta | 0920 - Justice Court 2 | 100 General Fund | 25.00 |
| 43455 | 10/15/2020 | Adam, Connie | 0950 - Justice Court 5 | 100 General Fund | 8.40 |
| 43456 | 10/15/2020 | Sylvia Begay | 0920 - Justice Court 2 | 100 General Fund | 2,000.00 |
| 43457 | 10/15/2020 | Circle K Store | 0950 - Justice Court 5 | 100 General Fund | 6.00 |
| 43458 | 10/15/2020 | Dianna Fischer | 0950 - Justice Court 5 | 100 General Fund | 450.00 |
| 43459 | 10/15/2020 | Eva Flores | 0920 - Justice Court 2 | 100 General Fund | 43.14 |
| 43460 | 10/15/2020 | Giggles | 0920 - Justice Court 2 | 100 General Fund | 51.83 |
| 43461 | 10/15/2020 | Grajeda, Edward | 0920 - Justice Court 2 | 100 General Fund | 75.00 |
| 43462 | 10/15/2020 | Daniel Griffin | 0950 - Justice Court 5 | 100 General Fund | 5,000.00 |
| 43463 | 10/15/2020 | Thomas McBride | 0910 - Justice Court 1 | 100 General Fund | 161.10 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43464 | 10/15/2020 | Sherry Prentice | 0950 - Justice Court 5 | 100 General Fund | 750.00 |
| 43465 | 10/15/2020 | Salina Sanchez Nord | 0910 - Justice Court 1 | 100 General Fund | 60.00 |
| 43466 | 10/15/2020 | Lisa Thompson | 0950 - Justice Court 5 | 100 General Fund | 450.00 |
| 43467 | 10/15/2020 | Walmart | 0950 - Justice Court 5 | 100 General Fund | 18.00 |
| 43468 | 10/22/2020 | Cochise County/Sheakley/National Bank | 1600 - Finance | 110 Payroll Clearing Fund | 5,451.70 |
| 43469 | 10/22/2020 | A+ Language Services | 1310 - Legal Advocate | 100 General Fund | 23.00 |
| 43470 | 10/22/2020 | Air Evac EMS, Inc. | 5000 - Health Dept | 100 General Fund | 2,975.00 |
| 43471 | 10/22/2020 | Amazon.com LLC | 8000 - County Library District | 171 County Library | 203.69 |
| 43471 | 10/22/2020 | Amazon.com LLC | 8000 - County Library District | 176 Library LSTA Grants | 21.87 |
| 43472 | 10/22/2020 | Amazon.com LLC | 0810 - Court Administration | 100 General Fund | 55.68 |
| 43472 | 10/22/2020 | Amazon.com LLC | 0810 - Court Administration | 547 Sup Crt - Grant # ACESF-21-( | 2,349.82 |
| 43473 | 10/22/2020 | Andrews, Barbara S | 0600 - County Attorney | 100 General Fund | 11.26 |
| 43474 | 10/22/2020 | Aqua Life | 0920 - Justice Court 2 | 100 General Fund | 16.50 |
| 43475 | 10/22/2020 | Arizona Ambulance Transport | 5000 - Health Dept | 100 General Fund | 1,600.70 |
| 43476 | 10/22/2020 | Arizona Department of Economic Security | 2200 - Human Resources | 100 General Fund | 19,064.48 |
| 43477 | 10/22/2020 | Arizona Department of Environmental Quality | 4110 - Engineering & Natural Resources | 261 Flood Control Distric | 5,000.41 |
| 43478 | 10/22/2020 | Arizona Department of Revenue | 0300 - Assessor | 100 General Fund | 1,005.00 |
| 43479 | 10/22/2020 | Arizona Local Agency WIC Association | 5000 - Health Dept | 228 W.I.C. Grant | 50.00 |
| 43480 | 10/22/2020 | Arizona Medical Waste, LLC | 5000 - Health Dept | 100 General Fund | 305.13 |
| 43481 | 10/22/2020 | Arizona State Hospital | 0600 - County Attorney | 100 General Fund | 23,550.00 |
| 43482 | 10/22/2020 | Arizona Water Company | 2100 - Facilities Management | 100 General Fund | 1,708.38 |
| 43483 | 10/22/2020 | August, Kimberly Ann | 0810 - Court Administration | 100 General Fund | 407.88 |
| 43484 | 10/22/2020 | Auletta, Susan P | 0600 - County Attorney | 100 General Fund | 136.00 |
| 43484 | 10/22/2020 | Auletta, Susan P | 0600 - County Attorney | 124 Attrny Anti-Racketeering | 49.00 |
| 43484 | 10/22/2020 | Auletta, Susan P | 0810 - Court Administration | 100 General Fund | 1,204.60 |
| 43485 | 10/22/2020 | AZ 13 Holdings, LLC dba Anytime Storage | 5000 - Health Dept | 100 General Fund | 116.64 |
| 43486 | 10/22/2020 | B & D Lumber and Hardware | 3000 - Sheriff | 100 General Fund | 198.86 |
| 43487 | 10/22/2020 | Baker & Taylor, LLC | 8000 - County Library District | 171 County Library | 2,759.91 |
| 43487 | 10/22/2020 | Baker & Taylor, LLC | 8000 - County Library District | 176 Library LSTA Grants | 155.44 |
| 43488 | 10/22/2020 | Beacon Secure | 5000 - Health Dept | 100 General Fund | 205.00 |
| 43489 | 10/22/2020 | Benson, City of | 2100 - Facilities Management | 100 General Fund | 391.66 |
| 43490 | 10/22/2020 | Bradley R Johnson MD PLLC | 0810 - Court Administration | 100 General Fund | 500.00 |
| 43491 | 10/22/2020 | Cable One dba Sparklight | 2100 - Facilities Management | 100 General Fund | 93.98 |
| 43492 | 10/22/2020 | CDW LLC | 1800 - IT/Communications | 100 General Fund | 17,702.11 |
| 43493 | 10/22/2020 | Cengage Learning, Inc. dba GALE | 8000 - County Library District | 176 Library LSTA Grants | 126.35 |
| 43494 | 10/22/2020 | Center Point Large Print | 8000 - County Library District | 176 Library LSTA Grants | 87.63 |
| 43495 | 10/22/2020 | CenturyLink Communications | 2100 - Facilities Management | 100 General Fund | 40.53 |
| 43495 | 10/22/2020 | CenturyLink Communications | 3000 - Sheriff | 100 General Fund | 35.46 |
| 43495 | 10/22/2020 | CenturyLink Communications | 4010 - Highway Dept Administration | 251 Highway Fund | 74.15 |
| 43496 | 10/22/2020 | Chiricahua Community Health Centers, INC | 5000 - Health Dept | 532 COVID-19 CDC | 6,362.44 |
| 43497 | 10/22/2020 | Cintas Corporation No. 445 | 7000 - Solid Waste | 505 Solid Waste | 366.87 |
| 43498 | 10/22/2020 | City of Bisbee | 5000 - Health Dept | 100 General Fund | 998.06 |
| 43499 | 10/22/2020 | City of Sierra Vista | 1750 - Fleet Management | 109 Fleet Management | 8,124.77 |
| 43500 | 10/22/2020 | City of Sierra Vista | 4010 - Highway Dept Administration | 251 Highway Fund | 100.00 |
| 43501 | 10/22/2020 | Cloud, Shelly R. | 0810 - Court Administration | 549 Probate Fees | 750.00 |
| 43502 | 10/22/2020 | Cochise Lock and Safe, Inc. | 2100 - Facilities Management | 100 General Fund | 145.87 |
| 43503 | 10/22/2020 | Coin & Professional Equipment Company | 3000 - Sheriff | 203 Jail Enhancement | 561.50 |
| 43504 | 10/22/2020 | Michael Anthony Colonna | 0600 - County Attorney | 100 General Fund | 6,320.00 |
| 43505 | 10/22/2020 | Copper Queen Community Hospital | 0100 - Board of Supervisors | 100 General Fund | 138.00 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43505 | 10/22/2020 | Copper Queen Community Hospital | 0100 - Board of Supervisors | 109 Fleet Management | 42.00 |
| 43505 | 10/22/2020 | Copper Queen Community Hospital | 0100 - Board of Supervisors | 251 Highway Fund | 90.00 |
| 43505 | 10/22/2020 | Copper Queen Community Hospital | 0100 - Board of Supervisors | 505 Solid Waste | 138.00 |
| 43505 | 10/22/2020 | Copper Queen Community Hospital | 0100 - Board of Supervisors | 600 Heavy Fleet Management | 90.00 |
| 43505 | 10/22/2020 | Copper Queen Community Hospital | 5000 - Health Dept | 100 General Fund | 2,181.70 |
| 43506 | 10/22/2020 | Cortech USA | 3000 - Sheriff | 203 Jail Enhancement | 3,283.08 |
| 43507 | 10/22/2020 | Culligan of Tucson | 0600 - County Attorney | 100 General Fund | 316.69 |
| 43507 | 10/22/2020 | Culligan of Tucson | 0700 - Clerk of the Superior Court | 100 General Fund | 179.09 |
| 43507 | 10/22/2020 | Culligan of Tucson | 4010 - Highway Dept Administration | 251 Highway Fund | 368.52 |
| 43508 | 10/22/2020 | CureMD.com, Inc. | 5000 - Health Dept | 100 General Fund | 305.00 |
| 43509 | 10/22/2020 | David M Waterman dba Law Offices of David Waterman | 0100 - Board of Supervisors | 100 General Fund | 2,400.00 |
| 43510 | 10/22/2020 | Dominion Environmental Consultants, Inc. | 2100 - Facilities Management | 100 General Fund | 620.00 |
| 43511 | 10/22/2020 | Election Systems & Software LLC | 0500 - Elections | 100 General Fund | 51,846.46 |
| 43512 | 10/22/2020 | Emily L. Danies Attorney at Law LLC | 0100 - Board of Supervisors | 100 General Fund | 2,300.00 |
| 43513 | 10/22/2020 | Enterprise Rent-a-Car | 5000 - Health Dept | 532 COVID-19 CDC | 128.88 |
| 43514 | 10/22/2020 | GlaxoSmithKline LLC | 5000 - Health Dept | 100 General Fund | 3,954.00 |
| 43515 | 10/22/2020 | Goodmans, Inc. | 2100 - Facilities Management | 100 General Fund | 607.10 |
| 43516 | 10/22/2020 | Griffith, David Bruce | 0100 - Board of Supervisors | 100 General Fund | 4,800.00 |
| 43517 | 10/22/2020 | Grossman & Grossman Ltd | 1200 - Juvenile Court Services | 154 Juv.Prob. Family Counsel | 1,700.00 |
| 43518 | 10/22/2020 | Hatfield Funeral Home | 5000 - Health Dept | 100 General Fund | 1,780.00 |
| 43519 | 10/22/2020 | High Desert Clinic Urgent & Occupational Care, LLC | 0100 - Board of Supervisors | 251 Highway Fund | 50.00 |
| 43519 | 10/22/2020 | High Desert Clinic Urgent & Occupational Care, LLC | 0100 - Board of Supervisors | 505 Solid Waste | 50.00 |
| 43520 | 10/22/2020 | HOV Services Inc/Lason Systems | 0700 - Clerk of the Superior Court | 100 General Fund | 106.58 |
| 43521 | 10/22/2020 | IronHawk Elevator LLC | 2100 - Facilities Management | 100 General Fund | 1,137.00 |
| 43522 | 10/22/2020 | Jennings, Strouss, & Salmon, PLC | 0600 - County Attorney | 100 General Fund | 3,672.00 |
| 43523 | 10/22/2020 | Jensen's Sierra Vista Mortuary | 5000 - Health Dept | 100 General Fund | 1,280.00 |
| 43524 | 10/22/2020 | Johnson, Jennifer & Michael | 1900 - Development Services | 100 General Fund | 235.00 |
| 43525 | 10/22/2020 | Keefe Commissary Network, LLC | 3000 - Sheriff | 208 Sheriff Inmate Welfare | 7,803.44 |
| 43526 | 10/22/2020 | Language Line Services, Inc. | 0810 - Court Administration | 100 General Fund | 45.08 |
| 43527 | 10/22/2020 | Law Office of Daniel DeRienzo PLLC | 0100 - Board of Supervisors | 100 General Fund | 2,061.85 |
| 43528 | 10/22/2020 | Law Office of Janelle A. McEachern | 0100 - Board of Supervisors | 100 General Fund | 1,200.00 |
| 43529 | 10/22/2020 | Law Office of Joan M Sacramento | 0100 - Board of Supervisors | 100 General Fund | 1,200.00 |
| 43530 | 10/22/2020 | Lee, Alvin | 1900 - Development Services | 100 General Fund | 492.00 |
| 43531 | 10/22/2020 | McCrometer Inc. | 2100 - Facilities Management | 105 Bisbee/Douglas Airport | 3,548.49 |
| 43532 | 10/22/2020 | Net Transcripts, Inc. | 1310 - Legal Advocate | 100 General Fund | 234.87 |
| 43533 | 10/22/2020 | Nyander, Penny Sue | 0810 - Court Administration | 100 General Fund | 650.00 |
| 43534 | 10/22/2020 | Premier Alliances, Inc. | 3000 - Sheriff | 100 General Fund | 2,250.00 |
| 43535 | 10/22/2020 | PrevenTronics | 0810 - Court Administration | 100 General Fund | 240.00 |
| 43536 | 10/22/2020 | Prudential Overall Supply | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 48.81 |
| 43536 | 10/22/2020 | Prudential Overall Supply | 1750 - Fleet Management | 109 Fleet Management | 123.51 |
| 43537 | 10/22/2020 | PTS-Prisoner Transportation Services America LLC | 3000 - Sheriff | 100 General Fund | 3,613.00 |
| 43538 | 10/22/2020 | RevolutionaryText, LLC | 0810 - Court Administration | 100 General Fund | 1,587.60 |
| 43539 | 10/22/2020 | Riggs, Karen C. | 4110 - Engineering & Natural Resources | 258 Recharge & Monitoring Proj | 1,660.67 |
| 43539 | 10/22/2020 | Riggs, Karen C. | 4110 - Engineering & Natural Resources | 261 Flood Control Distric | 3,105.00 |
| 43540 | 10/22/2020 | Rocco, Samuel | 0100 - Board of Supervisors | 100 General Fund | 192.55 |
| 43541 | 10/22/2020 | Schiff, Laurence | 5000 - Health Dept | 100 General Fund | 2,800.00 |
| 43542 | 10/22/2020 | Schlesinger, Aaron | 0600 - County Attorney | 100 General Fund | 17.50 |
| 43542 | 10/22/2020 | Schlesinger, Aaron | 0810 - Court Administration | 100 General Fund | 3,134.80 |
| 43543 | 10/22/2020 | Schlievert, Scott W. | 0100 - Board of Supervisors | 100 General Fund | 1,550.00 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43544 | 10/22/2020 | Senergy Petroleum LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 6,765.88 |
| 43544 | 10/22/2020 | Senergy Petroleum LLC | 1750 - Fleet Management | 109 Fleet Management | 1,340.48 |
| 43545 | 10/22/2020 | Sheakley Pension Administration Inc. | 2200 - Human Resources | 501 Cochise Combined Trust | 648.00 |
| 43546 | 10/22/2020 | Silva, Gary | 4010 - Highway Dept Administration | 251 Highway Fund | 35.00 |
| 43547 | 10/22/2020 | Southwest Gas Corporation | 2100 - Facilities Management | 100 General Fund | 98.20 |
| 43547 | 10/22/2020 | Southwest Gas Corporation | 4010 - Highway Dept Administration | 251 Highway Fund | 29.20 |
| 43548 | 10/22/2020 | Southwestern Scale Company, Inc. | 7000 - Solid Waste | 505 Solid Waste | 2,668.03 |
| 43549 | 10/22/2020 | Sparkletts | 0500 - Elections | 100 General Fund | 69.44 |
| 43549 | 10/22/2020 | Sparkletts | 1900 - Development Services | 100 General Fund | 59.66 |
| 43549 | 10/22/2020 | Sparkletts | 2100 - Facilities Management | 100 General Fund | 154.46 |
| 43549 | 10/22/2020 | Sparkletts | 8000 - County Library District | 171 County Library | 65.67 |
| 43550 | 10/22/2020 | SRPS | 0100 - Board of Supervisors | 505 Solid Waste | 3,579.31 |
| 43551 | 10/22/2020 | Stamback Septic Service | 4010 - Highway Dept Administration | 251 Highway Fund | 302.39 |
| 43552 | 10/22/2020 | Stericycle Inc. | 3000 - Sheriff | 100 General Fund | 1,410.53 |
| 43553 | 10/22/2020 | Streitfeld, Stephen V. MD PC | 0600 - County Attorney | 100 General Fund | 175.00 |
| 43553 | 10/22/2020 | Streitfeld, Stephen V. MD PC | 0810 - Court Administration | 100 General Fund | 175.00 |
| 43554 | 10/22/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 7000 - Solid Waste | 505 Solid Waste | 903.57 |
| 43555 | 10/22/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 2100 - Facilities Management | 100 General Fund | 9,977.40 |
| 43555 | 10/22/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 2100 - Facilities Management | 216 SEACOM Operations | 2,314.94 |
| 43555 | 10/22/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 1,336.08 |
| 43556 | 10/22/2020 | The Master's Touch, LLC | 0300 - Assessor | 100 General Fund | 401.20 |
| 43557 | 10/22/2020 | Thomson West | 0810 - Court Administration | 151 Law Library | 10,805.25 |
| 43558 | 10/22/2020 | United States Department of the Interior | 4110 - Engineering & Natural Resources | 258 Recharge & Monitoring Proj | 35,516.25 |
| 43558 | 10/22/2020 | United States Department of the Interior | 4110 - Engineering & Natural Resources | 261 Flood Control Distric | 42,301.31 |
| 43559 | 10/22/2020 | Valley Security Service, Inc. | 0810 - Court Administration | 100 General Fund | 623.47 |
| 43560 | 10/22/2020 | Valley Telephone Cooperative, Inc. | 3000 - Sheriff | 100 General Fund | 290.27 |
| 43560 | 10/22/2020 | Valley Telephone Cooperative, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 291.65 |
| 43560 | 10/22/2020 | Valley Telephone Cooperative, Inc. | 8000 - County Library District | 171 County Library | 192.04 |
| 43561 | 10/22/2020 | Vulcan Materials | 4010 - Highway Dept Administration | 251 Highway Fund | 1,284.34 |
| 43562 | 10/22/2020 | W W Grainger Inc | 2100 - Facilities Management | 100 General Fund | 179.07 |
| 43562 | 10/22/2020 | W W Grainger Inc | 5000 - Health Dept | 532 COVID-19 CDC | 17,168.97 |
| 43563 | 10/22/2020 | Waxie Sanitary Supply | 2100 - Facilities Management | 100 General Fund | 1,524.81 |
| 43563 | 10/22/2020 | Waxie Sanitary Supply | 3000 - Sheriff | 100 General Fund | 1,453.20 |
| 43564 | 10/22/2020 | Western Emulsion, Inc | 4010 - Highway Dept Administration | 251 Highway Fund | 34,015.61 |
| 43565 | 10/22/2020 | Wick Communications | 1900 - Development Services | 100 General Fund | 91.73 |
| 43566 | 10/22/2020 | Wick Communications | 0100 - Board of Supervisors | 100 General Fund | 587.61 |
| 43566 | 10/22/2020 | Wick Communications | 0600 - County Attorney | 100 General Fund | 39.58 |
| 43566 | 10/22/2020 | Wick Communications | 0600 - County Attorney | 124 Attrny Anti-Racketeering | 168.86 |
| 43566 | 10/22/2020 | Wick Communications | 3000 - Sheriff | 100 General Fund | 98.44 |
| 43567 | 10/22/2020 | Williamson, Daniel dba Arbo Scientific | 5000 - Health Dept | 100 General Fund | 13,215.72 |
| 43568 | 10/22/2020 | WIST Office Products Co | 0600 - County Attorney | 100 General Fund | 664.03 |
| 43568 | 10/22/2020 | WIST Office Products Co | 0600 - County Attorney | 124 Attrny Anti-Racketeering | 18.28 |
| 43569 | 10/22/2020 | Montgomery, Orville | 4010 - Highway Dept Administration | 251 Highway Fund | 100.00 |
| 43570 | 10/22/2020 | Trachtman, Sean | 1800 - IT/Communications | 100 General Fund | 1,045.50 |
| 43571 | 10/22/2020 | Traywick, Catherine Lynn | 0200 - Treasurer | 100 General Fund | 575.64 |
| 43572 | 10/22/2020 | Ara Sally Barba | 0950 - Justice Court 5 | 100 General Fund | 5,000.00 |
| 43573 | 10/22/2020 | Melissa Bondurant | 0950 - Justice Court 5 | 100 General Fund | 2,500.00 |
| 43574 | 10/22/2020 | Ruben Cheno | 0950 - Justice Court 5 | 100 General Fund | 750.00 |
| 43575 | 10/22/2020 | Columbian Assoc/Sierra Vista | 0950 - Justice Court 5 | 100 General Fund | 150.00 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43576 | 10/22/2020 | Justino Diaz | 0910 - Justice Court 1 | 100 General Fund | 755.65 |
| 43577 | 10/22/2020 | Fields, Pierre | 0910 - Justice Court 1 | 100 General Fund | 500.00 |
| 43578 | 10/22/2020 | Paul Giamales | 0950 - Justice Court 5 | 100 General Fund | 8,195.00 |
| 43579 | 10/22/2020 | Keisha Hernandez | 0910 - Justice Court 1 | 100 General Fund | 40.00 |
| 43580 | 10/22/2020 | McGaffey, Laura | 0940 - Justice Court 4 | 100 General Fund | 200.00 |
| 43581 | 10/22/2020 | Murphy, Cindy | 0950 - Justice Court 5 | 100 General Fund | 42.02 |
| 43582 | 10/22/2020 | Maria Ortega | 0950 - Justice Court 5 | 100 General Fund | 100.00 |
| 43583 | 10/22/2020 | Leona Jean Shelton | 0950 - Justice Court 5 | 100 General Fund | 1,500.00 |
| 43584 | 10/22/2020 | Dawn Sherry | 0950 - Justice Court 5 | 100 General Fund | 63.03 |
| 43585 | 10/22/2020 | Kevin Tucker | 0910 - Justice Court 1 | 100 General Fund | 1,000.00 |
| 43586 | 10/22/2020 | Amanda Tyra | 0930 - Justice Court 3 | 100 General Fund | 25.00 |

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS**
**REGULAR MEETING HELD ON**
**TUESDAY, OCTOBER 27, 2020**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, October 27, 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; Peggy Judd, Supervisor, telephonic |
| Staff Present: | Richard G. Karwaczka, County Administrator; Sharon Gilman, Associate County Administrator; Christine Roberts, Chief Civil Deputy County Attorney; Kim Lemons, Clerk of the Board |

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

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

**PLEDGE OF ALLEGIANCE**

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

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***CONSENT***

**Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of October 13, 2020.

2. Adopt Resolution 20-17 authorizing the Cochise County Board of Supervisors to designate Emergency Voting Locations for the General Election set for Tuesday, November 3, 2020.

3. Approve Contract 2021-PTS-015 between Cochise County and the Governor's Office of Highway Safety, in the amount of $12,000, for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP), effective October 1, 2020 through September 30, 2021.

4. Approve the 2021 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2021, the 2021 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2021 meeting schedule.

**Emergency Services**

5. Approve Fiscal Year 2019 Reallocation Grant Funding of $950, for the Hazardous Materials Emergency Preparedness Grant Award AR3238, to support Hazardous Waste Operations Refresher training for Public Works and Environmental Health Services Employees.

**Finance**

6. Approve demands and budget amendments for operating transfers.

   Vice-Chairman English made a motion to approve items 1-6 on the consent agenda. Supervisor Judd seconded the motion and it carried unanimously.

***ACTION***

**Board of Supervisors**

7. Approve Memorandum of Understanding 2020-089 between the Department of Public Safety and Cochise County, in the amount of $166,666.66, to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime, effective July 1, 2020 through June 30, 2021.

   Commander Bradshaw, Sheriff's Office, presented this item. Commander Bradshaw stated this reimbursement has been in place for six years after a discussion with the Governor's Office.

   Chairman Borer asked if any additional comments for the Action agenda were received and Ms. Lemons stated there was none.

   Supervisor Judd made a motion to approve Memorandum of Understanding 2020-089 between the Department of Public Safety and Cochise County, in the amount of $166,666.66, to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime, effective July 1, 2020 through June 30, 2021. Vice-Chairman English seconded the motion.

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

**Emergency Services**

8. Approve Fiscal Year 2019 Reallocation Grant Funding of $7,200, for the Hazardous Materials Emergency Preparedness Grant Award AR3237, to support Hazardous Waste Operations certification training for Public Works and Environmental Health Services Employees.

   Mr. Gabe Lavine, Emergency Management Director, presented this item. Mr. Lavine said this is the first grant approval for a training that usually comes out of the general fund but was expanded for Covid-19 training and is 100% reimbursable within 30 days of expending funds. He said 12-14 Environmental Health and Public Works employees will be trained with 40 hours of certification.

   Vice-Chairman English made a motion to approve Fiscal Year 2019 Reallocation Grant Funding of $7,200, for the Hazardous Materials Emergency Preparedness Grant Award AR3237, to support Hazardous Waste Operations certification training for Public Works and Environmental Health Services Employees. Supervisor Judd seconded the motion.

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

9. Approve Fiscal Year 2019 Reallocation Grant Funding of $44,807.40, for the Hazardous Materials Emergency Preparedness Grant Award AR3242, to support regional HAZMAT training equipment purchases of specialty monitoring equipment.

   Mr. Gabe Lavine, Emergency Management Director, presented this item. Mr. Lavine said this grant will be used to purchase specialty equipment for the hazardous team to determine hazardous materials. He outlined the details of the equipment and answered questions from the Board.

   Supervisor Judd made a motion to approve Fiscal Year 2019 Reallocation Grant Funding of $44,807.40, for the Hazardous Materials Emergency Preparedness Grant Award AR3242, to support regional HAZMAT training equipment purchases of specialty monitoring equipment. Vice-Chairman English seconded the motion.

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

**Health & Social Services**

10. Approve Intergovernmental Agreement IGA2021-055, Epidemiology and Laboratory Capacity Grant, for Cochise County Enhanced and Sustained Testing of COVID-19, in the amount of $1,000,000, effective July 1, 2020 through February 28, 2022.

    Mr. Craig Janiszewski, PHEP Coordinator, presented this item. Mr. Janiszewski said the IGA will support additional rapid and mass testing events for Covid-19 throughout the County. He outlined the IGA and answered questions from the Board.

    Supervisor Judd made a motion to approve Intergovernmental Agreement IGA2021-055, Epidemiology and Laboratory Capacity Grant, for Cochise County Enhanced and Sustained Testing of COVID-19, in the amount of $1,000,000, effective July 1, 2020 through February 28, 2022. Vice-Chairman English seconded the motion.

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

***REPORT BY RICHARD G. KARWACZKA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS***

Mr. Karwaczka asked everyone to vote in the General Election on November 3, 2020.

***SUMMARY OF CURRENT EVENTS***

**Report by District 1 Supervisor, Thomas E. Borer**
Supervisor Borer gave an update on Covid-19 in his district.

**Report by District 2 Supervisor, Ann English**
Supervisor English said there are very few meetings until the General Election and gave an update on Covid-19 in her district.

**Report by District 3 Supervisor, Peggy Judd**
Supervisor Judd summarized past and future events in her district.

Chairman Borer adjourned the meeting at 10:35 a.m.

APPROVED:

_____
Thomas E. Borer, Chairman

ATTEST:

_____
Kim Lemons, Clerk of the Board

Demands 11/05/20
Date Range 10/23-11/05/2020
Warrant Range 43587-43767

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43587 | 10/29/2020 | Amazon.com LLC | 8000 - County Library District | 171 County Library | 769.44 |
| 43588 | 10/29/2020 | Arizona Machinery Company, LLC dba Stotz Equipment | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 2,172.28 |
| 43589 | 10/29/2020 | Arizona Public Service - APS | 4010 - Highway Dept Administration | 251 Highway Fund | 1,619.62 |
| 43589 | 10/29/2020 | Arizona Public Service - APS | 7000 - Solid Waste | 505 Solid Waste | 809.37 |
| 43590 | 10/29/2020 | Arizona Public Service - APS | 2100 - Facilities Management | 100 General Fund | 39,371.91 |
| 43590 | 10/29/2020 | Arizona Public Service - APS | 7000 - Solid Waste | 505 Solid Waste | 1,003.57 |
| 43591 | 10/29/2020 | Arizona Water Company | 2100 - Facilities Management | 100 General Fund | 3,703.86 |
| 43592 | 10/29/2020 | Auletta, Susan P | 0810 - Court Administration | 100 General Fund | 1,300.00 |
| 43593 | 10/29/2020 | B & S Supply Co, Inc | 2100 - Facilities Management | 100 General Fund | 1,446.87 |
| 43594 | 10/29/2020 | Baker & Taylor, LLC | 8000 - County Library District | 171 County Library | 564.54 |
| 43594 | 10/29/2020 | Baker & Taylor, LLC | 8000 - County Library District | 176 Library LSTA Grants | 65.79 |
| 43595 | 10/29/2020 | Barnett's Towing LLC | 1750 - Fleet Management | 109 Fleet Management | 281.25 |
| 43596 | 10/29/2020 | Bella Vista Water Company-Liberty Water | 2100 - Facilities Management | 100 General Fund | 1,063.05 |
| 43596 | 10/29/2020 | Bella Vista Water Company-Liberty Water | 2100 - Facilities Management | 216 SEACOM Operations | 105.29 |
| 43597 | 10/29/2020 | Benson, City of | 4010 - Highway Dept Administration | 251 Highway Fund | 1,027.86 |
| 43598 | 10/29/2020 | BI Incorporated | 1200 - Juvenile Court Services | 555 Juvenile Treatment Svcs | 380.87 |
| 43599 | 10/29/2020 | Bisbee Napa | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 130.36 |
| 43599 | 10/29/2020 | Bisbee Napa | 1750 - Fleet Management | 109 Fleet Management | 680.86 |
| 43600 | 10/29/2020 | Bowie Water Improvement District | 4010 - Highway Dept Administration | 251 Highway Fund | 45.48 |
| 43601 | 10/29/2020 | Catholic Community Services Southern Arizona, Inc. | 0810 - Court Administration | 100 General Fund | 150.00 |
| 43602 | 10/29/2020 | Cengage Learning, Inc. dba GALE | 8000 - County Library District | 171 County Library | 74.37 |
| 43603 | 10/29/2020 | Center Point Large Print | 8000 - County Library District | 176 Library LSTA Grants | 100.00 |
| 43604 | 10/29/2020 | CenturyLink Communications | 8000 - County Library District | 171 County Library | 894.99 |
| 43605 | 10/29/2020 | CenturyLink Communications | 0600 - County Attorney | 100 General Fund | 45.11 |
| 43605 | 10/29/2020 | CenturyLink Communications | 0910 - Justice Court 1 | 100 General Fund | 49.85 |
| 43605 | 10/29/2020 | CenturyLink Communications | 0920 - Justice Court 2 | 100 General Fund | 72.52 |
| 43605 | 10/29/2020 | CenturyLink Communications | 1100 - Adult Probation | 100 General Fund | 301.25 |
| 43605 | 10/29/2020 | CenturyLink Communications | 1200 - Juvenile Court Services | 100 General Fund | 80.52 |
| 43605 | 10/29/2020 | CenturyLink Communications | 1400 - General Government | 216 SEACOM Operations | 310.75 |
| 43605 | 10/29/2020 | CenturyLink Communications | 1750 - Fleet Management | 109 Fleet Management | 44.11 |
| 43605 | 10/29/2020 | CenturyLink Communications | 2100 - Facilities Management | 105 Bisbee/Douglas Airport | 190.35 |
| 43605 | 10/29/2020 | CenturyLink Communications | 3000 - Sheriff | 100 General Fund | 370.93 |
| 43605 | 10/29/2020 | CenturyLink Communications | 4010 - Highway Dept Administration | 251 Highway Fund | 36.88 |
| 43605 | 10/29/2020 | CenturyLink Communications | 7000 - Solid Waste | 505 Solid Waste | 470.91 |
| 43606 | 10/29/2020 | Cintas Corporation No. 445 | 7000 - Solid Waste | 505 Solid Waste | 364.53 |
| 43607 | 10/29/2020 | Clear Springs Utility, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 172.83 |
| 43608 | 10/29/2020 | Cool Dreams Window Tinting | 1750 - Fleet Management | 109 Fleet Management | 20.00 |
| 43609 | 10/29/2020 | John Diaz | 0920 - Justice Court 2 | 100 General Fund | 1,441.00 |
| 43610 | 10/29/2020 | Empire Southwest LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 1,071.30 |
| 43611 | 10/29/2020 | Federal Express Corporation | 0600 - County Attorney | 100 General Fund | 25.10 |
| 43612 | 10/29/2020 | Herco, Inc. | 2100 - Facilities Management | 100 General Fund | 1,000.00 |
| 43613 | 10/29/2020 | Honeman, Van G. | 0810 - Court Administration | 100 General Fund | 237.90 |
| 43614 | 10/29/2020 | Interstate Battery | 1750 - Fleet Management | 109 Fleet Management | 1,065.91 |
| 43615 | 10/29/2020 | Lawley Motors LLC | 1750 - Fleet Management | 109 Fleet Management | 62.32 |
| 43616 | 10/29/2020 | Lawley's Team Ford Kia | 1750 - Fleet Management | 109 Fleet Management | 95.73 |
| 43617 | 10/29/2020 | LexisNexis Matthew Bender | 0810 - Court Administration | 151 Law Library | 98.57 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43618 | 10/29/2020 | Mac's Towing. LLC | 1750 - Fleet Management | 109 Fleet Management | 279.00 |
| 43618 | 10/29/2020 | Mac's Towing. LLC | 3000 - Sheriff | 100 General Fund | 128.00 |
| 43619 | 10/29/2020 | Merle's Automotive Supply | 1750 - Fleet Management | 109 Fleet Management | 1,481.99 |
| 43620 | 10/29/2020 | Midwest Tape | 8000 - County Library District | 171 County Library | 16.49 |
| 43621 | 10/29/2020 | Monroe Systems For Business Inc. | 1200 - Juvenile Court Services | 100 General Fund | 163.50 |
| 43622 | 10/29/2020 | Nyander, Penny Sue | 0810 - Court Administration | 100 General Fund | 973.20 |
| 43623 | 10/29/2020 | Oldfield, Luke | 2100 - Facilities Management | 100 General Fund | 5,000.00 |
| 43624 | 10/29/2020 | Prudential Overall Supply | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 226.80 |
| 43624 | 10/29/2020 | Prudential Overall Supply | 1750 - Fleet Management | 109 Fleet Management | 143.22 |
| 43625 | 10/29/2020 | Purcell Tire & Rubber Company | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 1,010.91 |
| 43626 | 10/29/2020 | RevolutionaryText, LLC | 0810 - Court Administration | 100 General Fund | 152.00 |
| 43627 | 10/29/2020 | Rutherford Diversified Ind. | 1900 - Development Services | 100 General Fund | 5,610.01 |
| 43628 | 10/29/2020 | RWC Group | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 4,108.54 |
| 43629 | 10/29/2020 | Safelite Autoglass Corp. | 1750 - Fleet Management | 100 General Fund | 686.29 |
| 43629 | 10/29/2020 | Safelite Autoglass Corp. | 1750 - Fleet Management | 251 Highway Fund | 206.62 |
| 43630 | 10/29/2020 | Schlesinger, Aaron | 0810 - Court Administration | 100 General Fund | 1,809.80 |
| 43631 | 10/29/2020 | Senergy Petroleum LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 15,889.36 |
| 43631 | 10/29/2020 | Senergy Petroleum LLC | 1750 - Fleet Management | 109 Fleet Management | 13,448.89 |
| 43632 | 10/29/2020 | Sierra Vista NAPA | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 612.23 |
| 43633 | 10/29/2020 | Streitfeld, Stephen V. MD PC | 0810 - Court Administration | 100 General Fund | 500.00 |
| 43634 | 10/29/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 2100 - Facilities Management | 100 General Fund | 3,882.28 |
| 43634 | 10/29/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 531.51 |
| 43634 | 10/29/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 7000 - Solid Waste | 505 Solid Waste | 923.50 |
| 43635 | 10/29/2020 | Those Guys Auto | 1750 - Fleet Management | 100 General Fund | 811.26 |
| 43636 | 10/29/2020 | Tim's Wrecker Service | 1750 - Fleet Management | 109 Fleet Management | 362.00 |
| 43637 | 10/29/2020 | Two Broke Veterans dba Tail Topia | 3000 - Sheriff | 100 General Fund | 63.80 |
| 43638 | 10/29/2020 | UniFirst Corporation | 2100 - Facilities Management | 100 General Fund | 283.16 |
| 43639 | 10/29/2020 | Voyager Fleet System, Inc. | 1750 - Fleet Management | 109 Fleet Management | 7,160.77 |
| 43640 | 10/29/2020 | W. R. Ryan Company | 1750 - Fleet Management | 109 Fleet Management | 3,901.78 |
| 43641 | 10/29/2020 | Watson Chevrolet Inc | 1750 - Fleet Management | 109 Fleet Management | 3,152.83 |
| 43642 | 10/29/2020 | Waxie Sanitary Supply | 2100 - Facilities Management | 100 General Fund | 2,763.89 |
| 43642 | 10/29/2020 | Waxie Sanitary Supply | 3000 - Sheriff | 100 General Fund | 807.55 |
| 43643 | 10/29/2020 | West Press | 0910 - Justice Court 1 | 100 General Fund | 563.36 |
| 43644 | 10/29/2020 | Cochise County Finance Revolving Fund | 1600 - Finance | 100 General Fund | 4.00 |
| 43645 | 10/29/2020 | COSUGI | 8000 - County Library District | 171 County Library | 100.00 |
| 43646 | 10/29/2020 | Andrade, Michael | 0950 - Justice Court 5 | 100 General Fund | 126.05 |
| 43647 | 10/29/2020 | Cochise Private Industry Council, Inc. | 1600 - Finance | 192 J.T.P.A. | 76,974.00 |
| 43648 | 10/29/2020 | Ana Diaz | 0920 - Justice Court 2 | 100 General Fund | 8.40 |
| 43649 | 10/29/2020 | Ramon Guerrero | 0920 - Justice Court 2 | 100 General Fund | 200.00 |
| 43650 | 10/29/2020 | John Kocevar | 0940 - Justice Court 4 | 100 General Fund | 50.00 |
| 43651 | 10/29/2020 | Vernon Moore | 0930 - Justice Court 3 | 100 General Fund | 70.00 |
| 43652 | 10/29/2020 | Ruby, James | 0950 - Justice Court 5 | 100 General Fund | 150.00 |
| 43653 | 10/29/2020 | Margaret Sharp | 0950 - Justice Court 5 | 100 General Fund | 107.60 |
| 43654 | 10/29/2020 | Leona Jean Shelton | 0950 - Justice Court 5 | 100 General Fund | 500.00 |
| 43655 | 10/29/2020 | Amanda Tyra | 0930 - Justice Court 3 | 100 General Fund | 25.00 |
| 43656 | 11/02/2020 | AFLAC | 1600 - Finance | 501 Cochise Combined Trust | 7,197.68 |
| 43657 | 11/02/2020 | Arizona Department of Administration-Risk Managemt | 1600 - Finance | 110 Payroll Clearing Fund | 5,145.32 |
| 43658 | 11/04/2020 | Cochise County/Sheakley/National Bank | 1600 - Finance | 110 Payroll Clearing Fund | 5,451.70 |
| 43659 | 11/05/2020 | A Check America | 2200 - Human Resources | 100 General Fund | 373.76 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43660 | 11/05/2020 | Amazon.com LLC | 8000 - County Library District | 171 County Library | 157.79 |
| 43661 | 11/05/2020 | Amazon.com LLC | 0810 - Court Administration | 100 General Fund | 138.70 |
| 43661 | 11/05/2020 | Amazon.com LLC | 0810 - Court Administration | 547 Sup Crt - Grant # ACESF-21-( | 687.15 |
| 43662 | 11/05/2020 | Arizona Department of Transportation | 1750 - Fleet Management | 109 Fleet Management | 1,207.34 |
| 43663 | 11/05/2020 | Arizona Public Service - APS | 2100 - Facilities Management | 105 Bisbee/Douglas Airport | 6,966.70 |
| 43663 | 11/05/2020 | Arizona Public Service - APS | 4010 - Highway Dept Administration | 251 Highway Fund | 306.04 |
| 43664 | 11/05/2020 | Arizona Water Company | 2100 - Facilities Management | 100 General Fund | 977.92 |
| 43664 | 11/05/2020 | Arizona Water Company | 7000 - Solid Waste | 505 Solid Waste | 231.68 |
| 43665 | 11/05/2020 | Assured Document Destruction, Inc. | 1800 - IT/Communications | 100 General Fund | 2,333.00 |
| 43666 | 11/05/2020 | Athens Technical Specialists, Inc. (ATSI) | 3000 - Sheriff | 570 GIITEM | 24,703.15 |
| 43667 | 11/05/2020 | Auletta, Susan P | 0810 - Court Administration | 100 General Fund | 975.00 |
| 43668 | 11/05/2020 | B & D Lumber and Hardware | 3000 - Sheriff | 100 General Fund | 335.23 |
| 43669 | 11/05/2020 | Bank of America | 1600 - Finance | 100 General Fund | 95,121.02 |
| 43670 | 11/05/2020 | Barkman, Weaver | 0100 - Board of Supervisors | 100 General Fund | 1,858.80 |
| 43671 | 11/05/2020 | Beacon Secure | 0100 - Board of Supervisors | 100 General Fund | 55.00 |
| 43672 | 11/05/2020 | Benjamin Supply Inc. | 3000 - Sheriff | 100 General Fund | 44.01 |
| 43673 | 11/05/2020 | Benson, City of | 7000 - Solid Waste | 505 Solid Waste | 56.40 |
| 43674 | 11/05/2020 | Blue 360 Media, LLC | 0810 - Court Administration | 151 Law Library | 66.75 |
| 43675 | 11/05/2020 | Butler, Steven R | 0100 - Board of Supervisors | 100 General Fund | 67.40 |
| 43676 | 11/05/2020 | CDW LLC | 1800 - IT/Communications | 100 General Fund | 6,285.19 |
| 43677 | 11/05/2020 | Cengage Learning, Inc. dba GALE | 8000 - County Library District | 171 County Library | 84.78 |
| 43678 | 11/05/2020 | Center Point Large Print | 8000 - County Library District | 176 Library LSTA Grants | 14.24 |
| 43679 | 11/05/2020 | CenturyLink Communications | 1800 - IT/Communications | 100 General Fund | 4,553.89 |
| 43680 | 11/05/2020 | CenturyLink Communications | 1800 - IT/Communications | 100 General Fund | 2,285.18 |
| 43681 | 11/05/2020 | CenturyLink Communications | 0100 - Board of Supervisors | 100 General Fund | 74.22 |
| 43681 | 11/05/2020 | CenturyLink Communications | 0700 - Clerk of the Superior Court | 100 General Fund | 107.83 |
| 43681 | 11/05/2020 | CenturyLink Communications | 1800 - IT/Communications | 100 General Fund | 6,531.32 |
| 43681 | 11/05/2020 | CenturyLink Communications | 2100 - Facilities Management | 100 General Fund | 111.41 |
| 43681 | 11/05/2020 | CenturyLink Communications | 3000 - Sheriff | 100 General Fund | 282.58 |
| 43681 | 11/05/2020 | CenturyLink Communications | 4010 - Highway Dept Administration | 251 Highway Fund | 73.13 |
| 43681 | 11/05/2020 | CenturyLink Communications | 7000 - Solid Waste | 505 Solid Waste | 173.04 |
| 43682 | 11/05/2020 | Cintas Corporation No. 445 | 7000 - Solid Waste | 505 Solid Waste | 366.87 |
| 43683 | 11/05/2020 | Cochise Lock and Safe, Inc. | 2100 - Facilities Management | 100 General Fund | 494.14 |
| 43684 | 11/05/2020 | Culligan of Tucson | 0810 - Court Administration | 100 General Fund | 186.44 |
| 43685 | 11/05/2020 | David M Waterman dba Law Offices of David Waterman | 0100 - Board of Supervisors | 100 General Fund | 1,200.00 |
| 43686 | 11/05/2020 | Douglas, City of | 2100 - Facilities Management | 100 General Fund | 144.38 |
| 43686 | 11/05/2020 | Douglas, City of | 4010 - Highway Dept Administration | 251 Highway Fund | 95.16 |
| 43686 | 11/05/2020 | Douglas, City of | 7000 - Solid Waste | 505 Solid Waste | 29.25 |
| 43687 | 11/05/2020 | Duchon, Daniel | 0100 - Board of Supervisors | 100 General Fund | 435.94 |
| 43688 | 11/05/2020 | Elfrida Water Improvement District | 2100 - Facilities Management | 100 General Fund | 27.04 |
| 43689 | 11/05/2020 | Empire Southwest LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 85,166.57 |
| 43690 | 11/05/2020 | English, Ann S. | 0100 - Board of Supervisors | 100 General Fund | 440.23 |
| 43691 | 11/05/2020 | Escamilla, Hiram | 7000 - Solid Waste | 505 Solid Waste | 59.76 |
| 43692 | 11/05/2020 | Federal Express Corporation | 3000 - Sheriff | 100 General Fund | 225.12 |
| 43693 | 11/05/2020 | Gonzales, Phillip | 4010 - Highway Dept Administration | 251 Highway Fund | 100.00 |
| 43694 | 11/05/2020 | Griffith, David Bruce | 0100 - Board of Supervisors | 100 General Fund | 2,000.00 |
| 43695 | 11/05/2020 | JE Fuller Hydrology & Geomorphology, Inc. | 4110 - Engineering & Natural Resources | 258 Recharge & Monitoring Proj | 12,614.60 |
| 43696 | 11/05/2020 | JWS Web Design LLC | 1800 - IT/Communications | 100 General Fund | 1,125.00 |
| 43697 | 11/05/2020 | KE&G Construction Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 6,631.76 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43698 | 11/05/2020 | Keefe Commissary Network, LLC | 3000 - Sheriff | 208 Sheriff Inmate Welfare | 2,865.67 |
| 43699 | 11/05/2020 | Kelly, Peter A. | 0100 - Board of Supervisors | 100 General Fund | 3,022.40 |
| 43700 | 11/05/2020 | Kimminau Law Firm PC | 0100 - Board of Supervisors | 100 General Fund | 350.00 |
| 43701 | 11/05/2020 | Law Office of Joan M Sacramento | 0100 - Board of Supervisors | 100 General Fund | 850.00 |
| 43702 | 11/05/2020 | Lawley's Team Ford Kia | 1750 - Fleet Management | 109 Fleet Management | 943.24 |
| 43703 | 11/05/2020 | Logicalis, Inc. | 1800 - IT/Communications | 450 M.I.S. Capital Reserve | 20,711.96 |
| 43704 | 11/05/2020 | Lowell A. Jensen, PLC | 0100 - Board of Supervisors | 100 General Fund | 1,270.00 |
| 43705 | 11/05/2020 | Naco Elementary School District #23 | 9000 - School Superintendent | 278 Small Schools | 3,000.00 |
| 43706 | 11/05/2020 | National Sheriff's Association | 3000 - Sheriff | 100 General Fund | 210.00 |
| 43707 | 11/05/2020 | Net Transcripts, Inc. | 0100 - Board of Supervisors | 100 General Fund | 68.50 |
| 43708 | 11/05/2020 | Northern Cochise Community Hospital, Inc. | 0100 - Board of Supervisors | 251 Highway Fund | 135.00 |
| 43709 | 11/05/2020 | Nyander, Penny Sue | 0810 - Court Administration | 100 General Fund | 680.20 |
| 43710 | 11/05/2020 | OCLC Online Computer Library Center, Inc. | 8000 - County Library District | 171 County Library | 863.52 |
| 43711 | 11/05/2020 | Pioneer Title Agency | 4110 - Engineering & Natural Resources | 261 Flood Control Distric | 750.00 |
| 43712 | 11/05/2020 | Porta-Pot | 7000 - Solid Waste | 505 Solid Waste | 750.75 |
| 43713 | 11/05/2020 | Prudential Overall Supply | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 150.64 |
| 43713 | 11/05/2020 | Prudential Overall Supply | 1750 - Fleet Management | 109 Fleet Management | 120.30 |
| 43714 | 11/05/2020 | Pueblo del Sol Water Company | 4010 - Highway Dept Administration | 251 Highway Fund | 192.25 |
| 43715 | 11/05/2020 | Purcell Tire & Rubber Company | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 596.74 |
| 43716 | 11/05/2020 | RAMS Sheet Metal Equipment | 2100 - Facilities Management | 100 General Fund | 5,363.13 |
| 43717 | 11/05/2020 | RevolutionaryText, LLC | 0810 - Court Administration | 100 General Fund | 17,170.00 |
| 43718 | 11/05/2020 | Riggs, Karen C. | 4110 - Engineering & Natural Resources | 261 Flood Control Distric | 2,040.00 |
| 43719 | 11/05/2020 | Robert J. Zohlmann, Esq. | 0100 - Board of Supervisors | 100 General Fund | 1,810.00 |
| 43720 | 11/05/2020 | Romero, Tracey | 1220 - Juvenile Detention | 100 General Fund | 6.95 |
| 43721 | 11/05/2020 | Rothrock Investigations, LLC | 0100 - Board of Supervisors | 100 General Fund | 1,669.00 |
| 43722 | 11/05/2020 | Runbeck Election Services Inc. | 0400 - Recorder | 100 General Fund | 45,348.60 |
| 43723 | 11/05/2020 | Brian R. Salata | 0100 - Board of Supervisors | 100 General Fund | 1,200.00 |
| 43724 | 11/05/2020 | Senergy Petroleum LLC | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 8,173.74 |
| 43724 | 11/05/2020 | Senergy Petroleum LLC | 1750 - Fleet Management | 109 Fleet Management | 4,372.81 |
| 43725 | 11/05/2020 | Servicemaster Commercial Cleaning Services, LLC | 2100 - Facilities Management | 216 SEACOM Operations | 1,845.00 |
| 43726 | 11/05/2020 | Shoemaker, Brad | 1750 - Fleet Management | 109 Fleet Management | 175.00 |
| 43727 | 11/05/2020 | Virginia A Shreve | 0810 - Court Administration | 549 Probate Fees | 1,000.00 |
| 43728 | 11/05/2020 | Southwest Gas Corporation | 2100 - Facilities Management | 100 General Fund | 868.36 |
| 43728 | 11/05/2020 | Southwest Gas Corporation | 4010 - Highway Dept Administration | 251 Highway Fund | 232.41 |
| 43729 | 11/05/2020 | Southwest Hazard Control Incorporated | 7000 - Solid Waste | 505 Solid Waste | 631.25 |
| 43730 | 11/05/2020 | Southwest Mobile Storage, Inc. | 4110 - Engineering & Natural Resources | 258 Recharge & Monitoring Proj | 3,773.71 |
| 43731 | 11/05/2020 | Stantec Consulting Services, Inc. | 1900 - Development Services | 259 Brownsfields Revitalization | 56,138.06 |
| 43732 | 11/05/2020 | State of Arizona | 1600 - Finance | 400 County Capital Projects | 1,000.00 |
| 43733 | 11/05/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 1800 - IT/Communications | 100 General Fund | 620.28 |
| 43733 | 11/05/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 2100 - Facilities Management | 100 General Fund | 505.54 |
| 43733 | 11/05/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 413.94 |
| 43733 | 11/05/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 7000 - Solid Waste | 505 Solid Waste | 156.96 |
| 43734 | 11/05/2020 | Sune D14 Misc-A Holdings, LLC | 2100 - Facilities Management | 100 General Fund | 8,398.27 |
| 43735 | 11/05/2020 | Sunsites-Pearce Fire District | 1600 - Finance | 192 J.T.P.A. | 44,682.00 |
| 43736 | 11/05/2020 | Thornburg, Michael | 0100 - Board of Supervisors | 100 General Fund | 200.00 |
| 43737 | 11/05/2020 | Titan Machinery Inc. | 1710 - Heavy Fleet Management | 600 Heavy Fleet Management | 216.59 |
| 43738 | 11/05/2020 | Trinity Services Group, Inc. | 1220 - Juvenile Detention | 100 General Fund | 4,419.30 |
| 43738 | 11/05/2020 | Trinity Services Group, Inc. | 3000 - Sheriff | 100 General Fund | 41,393.30 |
| 43739 | 11/05/2020 | UniFirst Corporation | 2100 - Facilities Management | 100 General Fund | 141.58 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43740 | 11/05/2020 | US Air Conditioning Distributors, LLC | 2100 - Facilities Management | 100 General Fund | 8,000.32 |
| 43741 | 11/05/2020 | Verizon Wireless | 3000 - Sheriff | 100 General Fund | 5,767.21 |
| 43741 | 11/05/2020 | Verizon Wireless | 3000 - Sheriff | 200 Financial Crimes Unit | 258.20 |
| 43741 | 11/05/2020 | Verizon Wireless | 3000 - Sheriff | 202 HIDTA | 56.59 |
| 43741 | 11/05/2020 | Verizon Wireless | 3000 - Sheriff | 203 Jail Enhancement | 138.15 |
| 43742 | 11/05/2020 | Waste Management of Arizona, Inc. | 2100 - Facilities Management | 100 General Fund | 183.70 |
| 43742 | 11/05/2020 | Waste Management of Arizona, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 653.54 |
| 43743 | 11/05/2020 | Waxie Sanitary Supply | 2100 - Facilities Management | 100 General Fund | 1,225.56 |
| 43743 | 11/05/2020 | Waxie Sanitary Supply | 3000 - Sheriff | 100 General Fund | 806.05 |
| 43744 | 11/05/2020 | Wells, Doris K. | 1800 - IT/Communications | 100 General Fund | 1,260.00 |
| 43745 | 11/05/2020 | West Press | 0400 - Recorder | 100 General Fund | 985.08 |
| 43745 | 11/05/2020 | West Press | 0400 - Recorder | 322 HAVA Grant - Recorders | 781.55 |
| 43746 | 11/05/2020 | Wick Communications | 0100 - Board of Supervisors | 100 General Fund | 73.36 |
| 43746 | 11/05/2020 | Wick Communications | 0700 - Clerk of the Superior Court | 100 General Fund | 253.70 |
| 43747 | 11/05/2020 | Willcox, City of | 2100 - Facilities Management | 100 General Fund | 896.40 |
| 43747 | 11/05/2020 | Willcox, City of | 4010 - Highway Dept Administration | 251 Highway Fund | 599.67 |
| 43747 | 11/05/2020 | Willcox, City of | 7000 - Solid Waste | 505 Solid Waste | 145.12 |
| 43748 | 11/05/2020 | Zumar Industries, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 33,214.33 |
| 43749 | 11/05/2020 | Chiricahua Community Health Centers, INC | 1220 - Juvenile Detention | 100 General Fund | 55.21 |
| 43750 | 11/05/2020 | Hoston, Dale | 1600 - Finance | 100 General Fund | 130.05 |
| 43751 | 11/05/2020 | VICTOR MARTINEZ | 3000 - Sheriff | 100 General Fund | 700.00 |
| 43752 | 11/05/2020 | Chris Oletski | 3000 - Sheriff | 100 General Fund | 700.00 |
| 43753 | 11/05/2020 | Trachtman, Sean | 1800 - IT/Communications | 100 General Fund | 2,952.00 |
| 43754 | 11/05/2020 | Weeks, Mark P. | 1600 - Finance | 100 General Fund | 130.05 |
| 43755 | 11/05/2020 | Wilkins, Curtis | 3000 - Sheriff | 100 General Fund | 700.00 |
| 43756 | 11/05/2020 | Wilson, Randall | 3000 - Sheriff | 100 General Fund | 700.00 |
| 43757 | 11/05/2020 | Erica Acosta | 0920 - Justice Court 2 | 100 General Fund | 25.00 |
| 43758 | 11/05/2020 | Cochise County Clerk of Superior Court | 0950 - Justice Court 5 | 100 General Fund | 1,000.00 |
| 43759 | 11/05/2020 | Cochise County Sheriff's Department | 0950 - Justice Court 5 | 100 General Fund | 100.00 |
| 43760 | 11/05/2020 | James DeAnda | 0950 - Justice Court 5 | 100 General Fund | 1.00 |
| 43761 | 11/05/2020 | Farmers Insurance | 0950 - Justice Court 5 | 100 General Fund | 100.00 |
| 43762 | 11/05/2020 | Jennings, Jeffrey | 0950 - Justice Court 5 | 100 General Fund | 84.03 |
| 43763 | 11/05/2020 | Sheri Konitzer | 0950 - Justice Court 5 | 100 General Fund | 400.00 |
| 43764 | 11/05/2020 | Thomas McBride | 0910 - Justice Court 1 | 100 General Fund | 161.10 |
| 43765 | 11/05/2020 | Murphy, Cindy | 0950 - Justice Court 5 | 100 General Fund | 42.02 |
| 43766 | 11/05/2020 | Nestora, Zeus | 0950 - Justice Court 5 | 100 General Fund | 94.00 |
| 43767 | 11/05/2020 | TRAVELERS HOME & MARINE INS. CO. | 0950 - Justice Court 5 | 100 General Fund | 50.00 |

**Consent 2.**

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

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| GOHS Buckle Up Arizona Enforcement Grant | | | |
| **Submitted By:** | Tod Linendoll, County Sheriff | | |
| **Department:** | County Sheriff | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Tod Linendoll | **TITLE of PRESENTER:** | Sergeant |
| **Mandated Function?:** | 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).

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**Information**

**Agenda Item Text:**

Approve Governor's Office of Highway Safety (GOHS) Contract 2020-CIOT-006, providing the Cochise County Sheriff's Office with $6,000 to cover overtime expenses, as-well-as employee-related expenses, to participate in the two-week "Buckle Up Arizona... It's the Law" program, effective November 16, 2020 through November 29, 2020.

**Background:**

Motor vehicle collisions continue to be the leading cause of death, injury, and property damage in Arizona and the United States. A number of factors contribute to the risk of collisions including: vehicle design, speed of operation, road design, road environment, driver skill and/or impairment, and driver behavior. The human factor that has consistently been identified in reducing collisions and minimizing their effects is the consistent use of seat belts and child safety seats. This grant is valued at $6,000.00 as provided by the Governor's Office of Highway Safety. It should be noted that Chief Civil Deputy County Attorney, Britt Hanson has reviewed and approved the form of contract.

**Department's Next Steps (if approved):**

If approved, the funds will be deployed in a manner consistent with the grant requirements in support of the Buckle Up Az campaign, with overtime and employee related expenses being covered.

**Impact of NOT Approving/Alternatives:**

If not approved, the Cochise County Sheriff's Office will not be able to deploy resources in support of the Buckle Up AZ campaign, as the budget and standard staffing levels will not permit.

**To BOS Staff: Document Disposition/Follow-Up:**

Please return two (2) contracts with original signatures as provided to Sgt. Tod Linendoll, CCSO.

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**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**

GOHS Click It or Ticket

GOHS Click It or Ticket

**GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS)**

**STATE OF ARIZONA**

## HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

| | | |
|---|---|---|
| | **FAIN: 69A3752030000405bAZL** | **Assistance Listings: 20.616** |
| **1.** | **APPLICANT AGENCY**<br>Cochise County Sheriff's Office | **GOHS CONTRACT NUMBER**<br>**2020-CIOT-006** |
| | **ADDRESS**<br>205 N. Judd Drive, Bisbee, AZ 85603 | **PROGRAM AREA**<br>**405b** |
| **2.** | **GOVERNMENTAL UNIT**<br>Cochise County Board of Supervisors | **AGENCY CONTACT**<br>Tod Linendoll |
| | **ADDRESS**<br>1415 Melody Lane, Bisbee, AZ 85603 | **3. PROJECT TITLE**<br>Buckle Up Arizona Enforcement Campaign (CIOT) |
| **4.** | **GUIDELINES**<br>405b – Occupant Protection (OP) | |

**5. BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from November 16, 2020 through November 29, 2020 to enhance seat belt and child safety seat usage throughout the Cochise County.

| **6.** | **BUDGET COST CATEGORY** | **Project Period FY 2018** |
|---|---|---|
| **I.** | **Personnel Services** | $4,286.00 |
| **II.** | **Employee Related Expenses (40%)** | $1,714.00 |
| **III.** | **Professional and Outside Services** | $0.00 |
| **IV.** | **Travel In-State** | $0.00 |
| **V.** | **Travel Out-of-State** | $0.00 |
| **VI.** | **Materials and Supplies** | $0.00 |
| **VII.** | **Capital Outlay** | $0.00 |
| | **TOTAL ESTIMATED COSTS** | **$6,000.00** |

| | | |
|---|---|---|
| **PROJECT PERIOD** | **FROM:** Effective Date (*Date of GOHS Director Signature*) | **TO:** 11-29-2020 |
| **CURRENT GRANT PERIOD** | **FROM:** 11-16-2020 | **TO:** 11-29-2020 |

**TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $6,000.00**

**A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.**

## PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 911 vehicle occupants (driver/passenger) fatalities in 2019, of which 300 (**33%**) were unrestrained. Children under the age of five accounted for 7 passenger fatalities in 2019, of which 1 (**14%**) were unrestrained.

In 2019, seat belt usage in Arizona reached **90.6%**, an increase of **4.7%** since 2018. The noted increase is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2015 through 2019 Arizona Seat Belt Use Survey results are presented in the following table:

| GROUPS OBSERVED | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|
| Total Front Seat Occupants Seat Belt Use | 86.6% | 88.0% | 86.1% | 85.9% | 90.6% |
| All Drivers Seat Belt Use | 87.1% | 88.2% | 86.1% | 88.4% | 92.1% |
| Front Seat Passenger Seat Belt Use | 84.8% | 87.3% | 86.0% | 90.8% | 95.4% |
| Children Safety Restraint Use | N/A | N/A | N/A | N/A | N/A |

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1-year-old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently came near the national average seat belt usage rate of 90.7% in 2019
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona… It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

## OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **November 16, 2020 through November 29, 2020**.

The purpose of the campaign is for the Cochise County Sheriff's Office to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Cochise County Sheriff's Office will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

## GOALS/OBJECTIVES:

The Cochise County Sheriff's Office is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Cochise County Sheriff's Office shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Cochise County Sheriff's Office is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities

- The Cochise County Sheriff's Office shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.

- The Cochise County Sheriff's Office shall submit a Final Enforcement Summary Report to GOHS no later than **December 4, 2020.**

- The Cochise County Sheriff's Office shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **December 11, 2020.**

- The Cochise County Sheriff's Office shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency

**MEDIA RELEASE**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Cochise County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**METHOD OF PROCEDURE:**

The Cochise County Sheriff's Office will make expenditures as follows to meet the outlined Program Goals/Objectives:

**Personnel Services** – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from November 16, 2020 through November 29, 2020

**Employee Related Expenses** – To support Employee Related Expenses for Agency Overtime

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Mark Dannels, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.**

**Tod Linendoll, Sergeant, Cochise County Sheriff's Office, shall serve as Project Administrator.**

**Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted. Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at** http://www.azgohs.gov/grant-opportunities/. **Failure to meet the reporting requirements may be cause to terminate the project.**

**FINAL ENFORCEMENT SUMMARY REPORT:**

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **December 4, 2020,** to the Governor's Office of Highway Safety.

**FINAL STATEMENT OF ACCOMPLISHMENTS:**

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **December 11, 2020,** to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

## PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

### Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

| Monitoring Schedule | |
|---|---|
| **Total Awarded Amount:** | **Type of Monitoring:** |
| Under $50,000 | Desk Review/Phone Conference |
| $50,000 and over | May have an In-House GOHS Review |
| $100,000+ | May have an On-Site Review |
| Capital Outlay Greater than $25,000 (combined) | May have an On-Site Review |
| Desk Review and Phone Conference | Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |

| | |
|---|---|
| In-House Review | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| On-Site Monitoring | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee. |

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on November 29, 2020 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

| | | |
|---|---|---|
| I. | **Personnel Services (overtime)** | **$4,286.00** |
| II. | **Employee Related Expenses (40%)** | **$1,714.00** |
| III. | Professional and Outside Services | $0.00 |
| IV. | Travel In-State | $0.00 |
| V. | Travel Out-of-State | $0.00 |
| VI. | Materials and Supplies | $0.00 |
| VII. | Capital Outlay | $0.00 |
| | **TOTAL ESTIMATED COSTS** | **$6,000.00** |

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of **$6,000.00**.

## CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

### I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

### II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

## III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

## IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

## V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

## VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

## VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

## VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

## IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

## X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

## XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors.* Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

## XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

## AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: CAROL SCHNEIDER

Title: ADMINISTRATIVE MANAGER

Telephone Number: (520)432-9527 Fax Number: (520)432-1228

E-mail Address: CSCHNEIDER@COCHISE.AZ.GOV

2. **Agency's Fiscal Contact:**

Name: CAROL SCHNEIDER

Title: ADMINISTRATIVE MANAGER

Telephone Number: (520)432-9527 Fax Number: (520)432-1228

E-mail Address: CSCHNEIDER@COCHISE.AZ.GOV

Federal Identification Number: 86-6000398

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

COCHISE COUNTY SHERIFF'S OFFICE

Warrant/Check to be mailed to:

COCHISE COUNTY SHERIFF'S OFFICE
(Agency)

205 N. JUDD DR.
(Address)

BISBEE, AZ 85603
(City, State, Zip Code)

4. ***DUNS Number:***

179281282
(DUNS #)

1415 MELODY LANE BISBEE, AZ 85603
(Registered Address & Zip Code)

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Signature of Project Director:***

Mark Dannels, Sheriff
Cochise County Sheriff's Office

10-27-20 (520) 432-9505
Date Telephone

***Signature of Authorized Official of Governmental Unit:***

Tom Borer, Chairman BOS
Cochise County Board of Supervisors

Date Telephone

| GOHS Highway Safety Contract | |
|---|---|
| **Cochise County Sheriff's Office** | **2020-CIOT-006** |

Approved as to form and authority to enter into agreement:

Britt Hanson

Britt W. Hanson, Legal Counsel for Grantee

10 27 20

Date

**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §**405b** and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **405b–OP**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   **B. FEDERAL FUNDS:** **$6,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

---

**PRIMARY GRANT**

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

**Consent 3.**

| | | | |
|---|---|---|---|
| **Regular Board of Supervisors Meeting** | | **Board of Supervisors** | |
| **Meeting Date:** | 11/17/2020 | | |
| Ratify minor IGA changes for Juvenile Detention Services | | | |
| **Submitted By:** | Sharon Gilman, Board of Supervisors | | |
| **Department:** | Board of Supervisors | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature NOT Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Britt Hanson | **TITLE of PRESENTER:** | Deputy County Civil Attorney |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Not Mandated | **Source of Mandate or Basis for Support?:** | |

## Information

**Agenda Item Text:**

Ratify minor changes to Intergovernmental Agreement (IGA) approved on September 15, 2020, among Santa Cruz County, Cochise County and Superior Courts for Juvenile Detention Services as outlined in attached.

**Background:**

The signed IGA with Santa Cruz County for Juvenile Detention Services was submitted to the Attorney General's office for review. There are only minor changes. One, under ARS 11-952J, the total term cannot exceed ten years – the approved IGA goes past that maximum. Also, the reference to the Executive order in paragraph 3- K needed to be updated from 99-4 to 09-9. The pen/ink changes are noted in the attachment and initialed by Jennifer St. John, representing Santa Cruz County, and John Schow, representing the Superior Courts. Staff recommends the Board ratify these changes for the record.

**Department's Next Steps (if approved):**

Replace these initialed changed pages in the original, signed IGA.

**Impact of NOT Approving/Alternatives:**

The IGA will not comply with the Attorney General's changes.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send initialed changes and BOS minutes of ratification to Santa Cruz, attention Jennifer St. John, County Administrator.

## Attachments

IGA Juvenile Detention Initialed Changes

Sending County acknowledges and agrees that Host's policies and practices may not necessarily coincide with those of Sending County and that Host and all Sending County's Juveniles will be managed and administered according to Host's policies and practices.

Juveniles are those individuals under the age of eighteen years. Sending County acknowledges and agrees that Host will not accept juveniles: who are charged with nothing more than incorrigible offense(s); *or* who are under the age of eight years. As for juveniles who are charged as adults, the Host's Presiding Judge, in consultation with the Sending County's Presiding Judge, shall decide on a case by case basis as to whether a such a juvenile is appropriate to be placed in the Host Facility.

## 2. EFFECTIVE DATE AND DURATION

**A. Initial Term.** Upon execution and signature below, this IGA shall become effective and shall remain in effect through June 30, 2023.

**B. Termination.** Sending County may terminate this IGA, with or without cause, by providing six (6) months advance written notice of termination to the Host as set forth in **Section 9.A.** Host may terminate this IGA, with or without cause, by providing one year's advance written notice of termination to the Sending County as set forth in Section 9.A. Each Party agrees to return any and all equipment and/or materials in its control or possession, if any, to the owner-Party no later than thirty (30) days after termination.

**C. Renewal.** This IGA will be automatically renewed each year, up to ~~nine (9)~~ SEVEN (7) additional one year terms, unless either Party provides notice of an intent not to renew before October 31st for a given year.

## 3. MUTUAL OBLIGATIONS

**A.** Under this IGA **Host** agrees to:

**i.** Provide Services for Sending County Juveniles in Host Facility according to applicable policies, practices, standards and requirements. Services provided shall include, but are not to be limited to, housing, food, clothing, normal hygiene, and other routine services and care, including routine medical care, education, recreation, and visitation. "Routine medical care" includes medical services that can be provided by detention medical staff. All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices. All Sending County Juveniles will be treated according to the same rules, regulations and policies applied to other detainees in the custody of the Host Facility. This includes the Host's Visitation Policy.

**ii.** Guarantee Sending County at least four (4) of the eight (8) beds at the Facility. If the Sending County needs more than four (4) beds

each Party and the successors and assigns of each Party. The Parties shall not assign nor sub-contract their rights, duties, or obligations under this IGA without the prior written consent of the other Parties

G. **ENTIRE AGREEMENT:** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.

H. **SEVERABILITY:** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

I. **CONFLICTS OF INTEREST:** To the extent applicable, the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.

J. **OTHER DUTIES IMPOSED BY LAW:** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

K. **COMPLIANCE WITH CIVIL RIGHTS:** To the extent applicable, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and ~~99-4~~ 04-01 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

L. **E-VERIFY, RECORDS AND AUDITS:** To the extent applicable: Under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties agree to comply with the records retention requirements of A.R.S. § 35-214

M. **INTERPARTY DISPUTE RESOLUTION:** If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

N. **AVAILABILITY OF FUNDS:** In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**Consent 4.**

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

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Sierra Vista MPO Memorandum of Understanding | | | |
| **Submitted By:** | Sharon Gilman, Board of Supervisors | | |
| **Department:** | Board of Supervisors | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Sharon Gilman | **TITLE of PRESENTER:** | Associate County Administrator |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | |

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve the Memorandum of Understanding (MOU) between Sierra Vista Metropolitan Planning Organization (SVMPO) and Cochise County, for contribution of local matching funds to support the SVMPO's annual work program, in the amount of $25,000 plus in-kind contributions, for a total Fiscal Year 2020-21 payment of $33,493.20.

**Background:**

In January of 2018, the SVMPO expanded its boundaries to include a third jurisdiction: the Town of Huachuca City. Boundaries were expanded to the Pima County/Santa Cruz County lines to the west, to the international border to the south, along the San Pedro River Valley to the east and to the Benson jurisdiction boundary to the north. *See SVMPO Regional Map with Supervisor Districts (attached)*.

Over the past year, the SVMPO Board of Directors has discussed in MPO Work Sessions and MPO Board meetings the implications on funding the operations of this new MPO. Until 2018, only 10 percent of the SVMPO was unincorporated Cochise County. As the majority of the land mass and population was within the City of Sierra Vista, the City took on the task of ensuring that the SVMPO was formed and had adequate funding to complete mandated regional activities and tasks.

The SVMPO initially covered its entire match requirements using In-Kind commitments of member jurisdiction staff towards regional activities. During the early start-up days of the MPO this proved to be adequate for the activities planned by the SVMPO. However, once the expansion occurred, the Work Program budget and activities increased, the City began to make up shortfalls in needed match amounts. The SVMPO Board agreed to formalize agreements with MPO partners for meeting operational match funds for regional activities.

A Board of Supervisors work session was held on Oct 27 to discuss a draft MOU agreement and brief the Board on SVMPO activities. Based on direction given to staff at the end of that work session, the draft MOU was revised to include a stipulated cash payment of $25,000, with the remaining balance made up with in-kind services. The County's payments will be reconciled in the third quarter to determine if additional cash payment is necessary in lieu of in-kind services.

**Department's Next Steps (if approved):**

Staff in-kind services under Engineering and Natural Resources and Community Development will be accurately tracked. Staff will regularly coordinate with from the SVMPO coordinator on related activities.

**Impact of NOT Approving/Alternatives:**

The County will not be a member of the SVMPO and not eligible for future federal funds related to road projects within the planning area.

**To BOS Staff: Document Disposition/Follow-Up:**

If approved, please send signed MOU to Karen Lamberton.

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**Budget Information**

*Information about available funds*

**Budgeted:** ○ **Funds Available:** ◉ **Amount Available:** 33493.20

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

**Account Code(s) for Available Funds**

**1:** 100-1900-421.000

**Fund Transfers**

**Fiscal Year:** 2021

**One-time Fixed Costs? ($$$):** 8493.20

**Ongoing Costs? ($$$):**

**County Match Required? ($$$):** 25,000

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

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

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**Attachments**

MOU

SVMPO Map

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**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION [SVMPO]**
**AND COCHISE COUNTY**
**FOR CONTRIBUTION OF LOCAL MATCHING FUNDS TO SUPPORT THE SVMPO'S ANNUAL WORK PROGRAM**

This Memorandum of Understanding (this "MOU") is entered into by and between SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION ("SVMPO"), a state and federally recognized metropolitan planning organization, and Cochise County ('County"), an political subdivision of the state of Arizona. SVMPO and the Lead Agency are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

**RECITALS**

A. Metropolitan Planning Organizations (MPOs) are established by Title 23 United States Code section 134 (b) (23 U.S.C. § 134 (b)) in urban areas over 50,000 population.

B. On February 14, 2013, the Sierra Vista City Council established the Sierra Vista MPO by Resolution 2010-010, and as amended on March 14, 2013, by Resolution 2013-06.

C. On May 6, 2013, the Honorable Governor Brewer formally declared the establishment of the Sierra Vista Metropolitan Planning Organization.

D. On October 22, 2013, per County Resolution 13-34, the County became a member jurisdiction of the SVMPO.

E. The SVMPO is the designated MPO for southeastern Cochise County, Arizona.

F. The Board of Directors of SVMPO is composed of elected officials from each member jurisdiction, which includes Cochise County, plus one appointed official from the Arizona Department of Transportation (ADOT) State Transportation Board, as per the establishment and adoption of SVMPO By-Laws on December 18, 2013, and as later amended.

G. In accordance with state and federal regulations, the SVMPO Board of Directors is required to develop, and adopt, an annual Unified Work Program and Annual Budget.

H. In accordance with state and federal regulations, the SVMPO is responsible for contributing its share of the regional/local match required for the SVMPO to receive various forms of state and federal funding to implement the approved annual Work Program.

I. Pursuant to the SVMPO By-Laws, Section IV C: local match funding contributions from member jurisdictions are apportioned annually by the SVMPO Board of Directors based upon population (50%), and the number of federally functional classified centerline miles (50%), within each member jurisdiction.

J. Member jurisdiction match requirements will be included for approval in the annual Unified Work Program and Annual Budget and may be amended from time to time.

K. Matching funds may be contributed to the SVMPO by the member jurisdictions through cash payment, staff support and other "in-kind" contributions in the form of hosted office space, supplies and equipment for operation of the SVMPO, as well as project and meeting support.

L. Through this MOU, the Parties wish to establish and memorialize their understanding regarding the County's share of the required regional match.

## UNDERSTANDING

NOW, THEREFORE, Cochise County and SVMPO, pursuant to the above, and in consideration of the matters and things set forth in this MOU, do mutually understand as follows:

1. **Determination of Local Match Share.** Each fiscal year, the SVMPO Board of Directors shall be responsible for determining the County's share of the required regional match. The County acknowledges that this amount may change after initial approval of the annual Unified Planning Work Program and Annual Budget (hereafter Work Program), based upon state and federal review, changes in funding allocations after the state fiscal year reconciliation in July, and the federal fiscal year adjustments in October, as well as Work Program amendments.
2. **County-Local Match Calculation.** The County's match share shall be calculated based on the approved Work Program and the annual operating match fund formula in the SVMPO By-Laws. Actual expenditures for administration and operation of the SVMPO shall be reported annually to the County and adjustments to local match contributions shall be made through appropriate SVMPO Board actions.
3. **County Budget.** SVMPO understands that the County must receive from SVMPO an estimate each year of the County's local match share in time for County's Board of Supervisors to plan and budget for County's contribution. SVMPO understands that County's ability to contribute to SVMPO is dependent upon, and subject to, the Board of Supervisors' budget process and authority.
4. **Form of Contribution.** Cochise County may contribute its local match share through any combination of cash payment, staff support and other "in-kind" contributions in the form of hosted office space, supplies and equipment for operation of the SVMPO, as well as project and meeting support.
5. **Cochise County Match Contributions:** The SVMPO agrees to invoice Cochise County for a cash match contribution in the amount, so identified in Appendix A of this MOU, during the first quarter of each fiscal year towards their local match share of SVMPO operating activities. In addition, Cochise County agrees to provide documented staff In-Kind contributions to the SVMPO towards the local match share of SVMPO operating activities.
6. **Match Contribution Reconciliation:** At the end of each fiscal year, the SVMPO will reconcile SVMPO operating costs with needed match amounts. Any remaining local match requirements that may still be owed to cover the Cochise County annual share will be invoiced to Cochise County. Any over-match amounts, achieved through the combination of cash match and eligible staff In-Kind contributions, will be credited to the following fiscal year required match amounts.
7. **Documentation of Contribution:** The County agrees to provide, upon SVMPO request, documentation from their Human Resource Dept. of fully loaded labor rates used to determine

In-Kind staff contributions and formal documentation to satisfy state and federal audit requirements of any other In-Kind contributions or services.

8. **Match Contribution Timeframes.** The County agrees to provide some form of match contribution at least once a quarter, throughout the fiscal year, either through documentation of In-Kind staff labor hours, County Board of Supervisors approved cash match amounts, or other form of support to the regional Work Program activities.

9. **Effective Date; Term.** This MOU shall become effective upon approval by the Cochise Board of Supervisors, and the SVMPO Board of Directors, and shall continue in effect until terminated or amended, as provided below.

10. **Amendment.**

10.1. This MOU may be modified, amended, altered or changed only by written agreement signed by both Parties.

11. **Termination**. Either Party may terminate this MOU for convenience by providing 90 days advance written notice to the other Party.

12. **No Joint Venture**. It is not intended by this MOU to, and nothing contained in this MOU shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the County and any SVMPO employees, or between SVMPO and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

13. **No Third-Party Beneficiaries**. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties not parties to this MOU or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

14. **Compliance with Laws**. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this MOU.

14.1. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the duties pursuant to this MOU. The provisions of A.R.S.§ 41-1463 and Executive Order 75-5 as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this MOU.

14.2. Americans with Disabilities Act. This MOU is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

15. **Notification**. All notices or demands upon any Party to this MOU shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail

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addressed as follows:

To SVMPO:

Ms. Karen Lamberton, AICP
Sierra Vista MPO Administrator
401 Giulio Cesare Ave.
Sierra Vista, Arizona 85635

To Cochise County:

Mr. Richard Karwaczka
Cochise County Administrator
1415 W. Melody Lane
Bisbee, Arizona 85603

**IN WITNESS WHEREOF**, the Cochise County has caused this MOU to be executed by the Chair of the Board of Supervisors, attested to by the Clerk of the Board, and SVMPO has caused this MOU to be executed by its Chair of the Board of Directors.

**SIERRA VISTA MPO**

_____
Fredrick W. Mueller, Chairman

Date: _____

**COCHISE COUNTY**

_____
Thomas E. Borer, Chairman

Date: _____

ATTEST:

_____
Kim Lemons, Clerk of the Board

Date: _____

The foregoing MOU between Cochise County and SVMPO has been approved as to content and is hereby recommended by the undersigned.

_____
Ms. Karen Lamberton, AICP
SVMPO Administrator

**FOR CONTRIBUTION OF LOCAL MATCHING FUNDS**

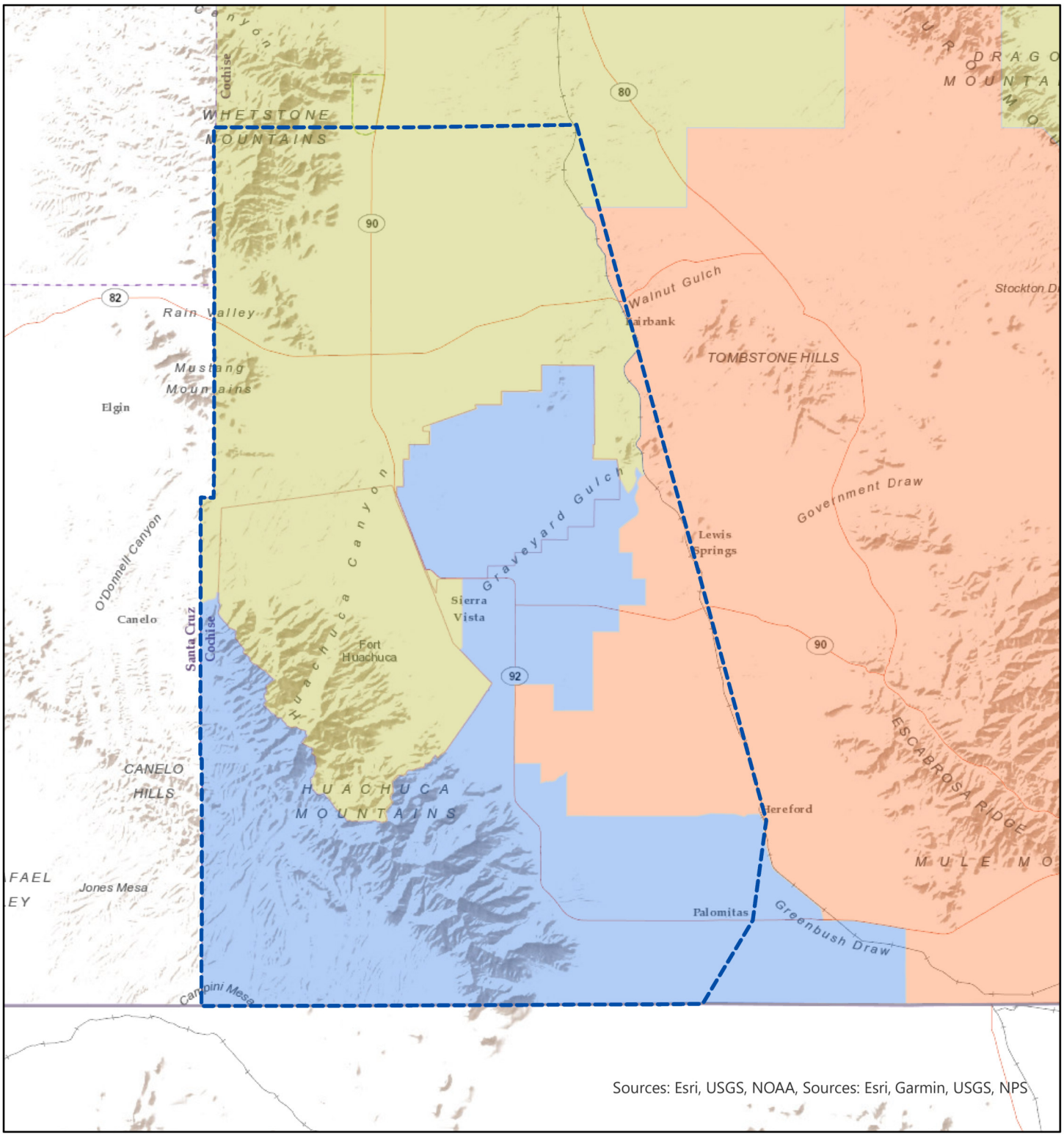
**TO SUPPORT THE SVMPO'S ANNUAL WORK PROGRAM**

# APPENDIX A

On this 17th day of November, 2020, the Cochise County Board of Supervisors hereby set the amount of cash contribution towards regional local match for the Sierra Vista Metropolitan Planning Organization (SVMPO) at the sum of $25,000 each fiscal year.

Payment of regional local cash match, additional contributions of staff support in the form of In-Kind match contributions, and reconciliation of total SVMPO operating costs and required Cochise County match will be consistent with the intent and language of the foregoing Memorandum of Understanding entered into on the 17th day of November, 2020.

# SVMPO and Board of Supervisor Districts




N

0 1 3 5 8 10 Miles

SVMPO

SVMPO

BOS District

1

2

3

**Consent 5.**

**Regular Board of Supervisors Meeting** **County Attorney**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Authorize Arizona AG's Office to Represent Cochise County | | | |
| **Submitted By:** | Susana Stark, County Attorney | | |
| **Department:** | County Attorney | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature NOT Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Christine J. Roberts | **TITLE of PRESENTER:** | Chief Civil Deputy, County Attorney |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | |

## Information

**Agenda Item Text:**

Approve Authorization Letter to the Arizona Attorney General's Office to represent Cochise County in all tax appeal litigation of centrally assessed property for tax years 2021 and 2022.

**Background:**

The Arizona Department of Revenue is responsible for the valuation of centrally assessed property and the Arizona Attorney General's Office maintains the expertise to handle these types of tax appeals.

**Department's Next Steps (if approved):**

Once approved by the Board, the County Attorney's Office will send an authorization letter to the Arizona Attorney General's Office.

**Impact of NOT Approving/Alternatives:**

The County Attorney's office will be required to defend the valuations on these tax appeals, of which the evaluations were done by Arizona State Department of Revenue, and not by the Cochise County Assessor.

**To BOS Staff: Document Disposition/Follow-Up:**

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

## Attachments

Draft Letter

**COCHISE COUNTY**
**ATTORNEY'S OFFICE**
**Civil Division**

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

**BRIAN M. McINTYRE**
COCHISE COUNTY ATTORNEY

November 17, 2020

Lisa Neuville, Assistant Attorney General
Tax Section
Arizona Office of the Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004

Dear Ms. Neuville:

The Cochise County Board of Supervisors unanimously approved our request that the Arizona Attorney General's Office be authorized to represent Cochise County in all tax appeal litigation of centrally assessed property for tax years 2021 and 2022.

If you need another form of authorization, please let me know.

Thank you for your assistance in these matters.

Sincerely,

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

CJR:ss

**Main Office**
150 Quality Hill Road
P.O. Drawer CA
Bisbee, Arizona 85603
520-432-8700
Attorney@cochise.az.gov

**Juvenile Department**
100 Colonia de Salud, Suite 104
Sierra Vista, Arizona 85635
520-803-3160

**Division Fax Numbers**
Civil 520-432-8778
Drug Unit 520-432-2487
General Crimes 520-432-4208
Juvenile 520-417-0895
Misdemeanor 520-432-8729
Victim Witness 520-432-8777

**Consent 6.**

**Regular Board of Supervisors Meeting** **County Schools**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Contract for Grad Solutions LLC "Dropout Recovery Program" | | | |
| **Submitted By:** | Kimberly Madden, County Schools | | |
| **Department:** | County Schools | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 3 |
| **NAME of PRESENTER:** | Jacqui Clay | **TITLE of PRESENTER:** | County School Superintendent |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | 15-302.11 |

## Information

**Agenda Item Text:**

Approve Contract #1878 between the Cochise County Superintendent and Graduation Solutions LLC, for the Dropout Recovery Program that runs from July 1 through June 30, for the 2021-2024 school years.

**Background:**

To meet eligibility requirements, students must be high school age (16-22 yrs.) and must not have been enrolled in a high school for 30 days prior to entering the program. Students must complete the required courses of their "learning plan" and meet all state requirements to graduate. Grad Solutions is an accredited institution and will provide the instruction from highly qualified teachers.The CCSSO will be responsible for reporting to the AZ Department of Education. The CCSSO will partner with Douglas Unified School District to provide diplomas to all students who meet the graduation requirements.

**Department's Next Steps (if approved):**

The CCSSO will provide names and contact information to Grad Solutions of students whom have dropped out over the last 3 years. Any of those students who are engaged will be assigned to the CCSSO.

**Impact of NOT Approving/Alternatives:**

If this contract is not approved, we will not be able to reach these "opportunity youth" - students who are between the ages of 16-24, who are neither working or in school.

**To BOS Staff: Document Disposition/Follow-Up:**

Please sign 3 copies of the contract agreement and forward 2 back to the School Superintendent.

## Attachments

ContractAgreement

CONTRACT AGREEMENT FOR EDUCATIONAL SERVICES
(Contract #1878)

This Agreement is entered into as of_____, 2020 made between **GRADUATION SOLUTIONS LLC**, a limited liability company organized under the laws of the State of Arizona (hereinafter referred to as "GS") and **COCHISE COUNTY SUPERINTENDENT** (hereinafter referred to as "CCS") for the 2021-2024 school years. The Dropout Recovery Program runs from July 1 through June 30. GS and CCS shall collectively be referred to as the "Parties."

**Whereas**, CCS wishes to contract with GS for the provisions of Dropout Prevention and Recovery Services from GS for high school students under the jurisdiction of the Arizona Department of Education and CCS pursuant to the provisions of Arizona Revised Statutes §15-901.06 and related administrative codes and regulations.

**Therefore,** in consideration of the foregoing mutual agreements and representations set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:

**1. COURSE OFFERINGS Dropout Recovery Program**

GS shall identify courses that qualify for diploma programs and upon successful completion will grant credits that may be applied to meet the qualifications of the "Written Plan" for each student. GS and CCS will verify competencies (minimum qualification) required for transcripted credit. All competencies required by GS will be included in the curriculum of the course taught in the program.

GS will only utilize instructors who meet the minimum State of Arizona teaching requirements, including being "Highly Qualified". The courses taught under this program will be taught primarily online with instructor guidance and with tutoring options and in-person meetings available. Field trips and/or other experiences will be included in the course as determined appropriate by GS.

**2. STUDENT ELIGIBILITY – Dropout Recovery Program**

Students meeting the following requirements shall be eligible to participate in this program:

a. All students must be high school age (16 – 22 years of age) at the time of registration in the program for transcripted credit;

b. All students must not have been enrolled in a high school for 30 days prior to entering the program, unless they meet the requirements of A.R.S. §15-901.06;

c. Students must complete the required courses of their "Written Learning Plan" and meet all state requirements to graduate; and

d. Students must meet "Satisfactory monthly progress" requirements as required under Arizona law.

**3. GS RESPONSIBILITIES – Dropout Recovery Program**

GS shall provide the following:

a. Maintain its accreditation by a regional accrediting body throughout the term of this Agreement. GS has provided a copy of its current regional accreditation to CCS.

b. Appropriate and sufficient support systems for students, including mentoring, tutoring, and career and college counseling.

c. A well designed curriculum aligned to the Arizona College and Career Readiness academic standards.
d. Access to technology;
e. Teachers holding a current fingerprint clearance card pursuant to § 15-534, and for core subjects, being "highly qualified" in the subjects to which they are assigned.
f. Standardized testing as required by federal and state law.
g. Reports required by the State of Arizona.
h. Official notification to CCS, upon completion of the "Written Plan", of the names of students and the final credits awarded.
i. Provide each eligible student with a Written Learning Plan developed by the student's assigned mentor. The Written Learning Plan shall include the following elements:

- The start date and anticipated end date of the plan.
- Courses to be completed by the student during the academic year.
- Specification as to whether courses will be taken sequentially or concurrently.
- A description of competency exams to be taken, as necessary.
- A description of expectations for satisfactory monthly progress.
- A description of expectations for contact with the student's assigned mentor.

j. In a timely manner for CCS to meet its report obligations, produce reports required by CCS for state or federal law.
k. Compliance with federal and state laws applicable to students with disabilities.
l. Courses to allow students to meet state requirements for high school graduation.
m. The opportunity to attend local tutoring sessions.
n. Enroll 250 students into the program within 3 months of ADE approval, fundability and inception and maintain that at a minimum for the remainder of the year.

Advertising:

GS may conduct outreach to encourage students who are not currently enrolled in a school district or charter school in this state to return to school. GS shall not conduct advertising or marketing campaigns directed at students who are currently enrolled in a school district or charter school, or undertake any other activity that encourages students who are currently enrolled in a school district or charter school to stop attending school in order to qualify for a dropout recovery program. Students that are recruited by GS will be placed in the school best suited for the student based on GS's sole discretion.

**4. CCS RESPONSIBILITIES – Dropout Recovery Program**

CCS shall provide the following:
a. The names and contact information of students that have dropped out of the school over the last three years. If the student is re-engaged they will be assigned to CCS.
b. Reports must be submitted by CCS by the monthly deadline ADE requires and submitted at the same time as other data required pursuant to A.R.S. § 15-1042. Failure to meet this deadline as a result of CCS actions, will result in CCS being responsible for GS's invoice regardless of whether CCS received state funds.
c. Payment of all GS invoices within thirty (30) days of CCS'S receipt of monthly state funds disbursement.
d. Adequate administrative personnel necessary for the success of the program.

e. Apply credits to student transcripts and provide diploma upon graduation for students completing the program and meeting the state's requirements.
f. Utilize GS exclusively for the management and operation of the Dropout Recovery Program.
g. Have approval from the Arizona Department of Education to operate and fund a dropout recovery program through the state.

## 5. **DISCRIMINATION**

The Parties certify that neither will discriminate against employees, enrollees, or applicants for employment or enrollment based on age, race, color, sex, creed, handicap, political persuasion, ancestry, religion or sexual orientation, except where there is a bona fide occupational qualification.

## 6. **PROPRIETARY INFORMATION**

a. During the term of this Agreement, CCS agrees that it may have access to information that is proprietary or confidential to GS, including but not limited to, any curriculum or other materials used or developed as part of this Agreement. All such information or materials will be deemed to be proprietary and confidential.

b. If the assigned teacher is employed by GS, that GS employee performing under this Agreement shall remain under the exclusive control of GS.

c. This Section for maintaining in confidence the confidential and proprietary information shall survive the termination of this Agreement for a period of three (3) years.

## 7. **JOINT CCS AND GS RESPONSIBILITIES**

a. The Parties agree to maintain written records, submit written reports, comply with all the legal requirements governing the administration of this program and take actions necessary to facilitate the success of the program. Provide access to any auditors or agencies that would have a specific and justifiable need to see student information. Provide student demographic data for CCS student management system which CCS will submit to ADE. GS will provide CCS with login credentials to view student files. CCS will input any necessary data into their student management system that is required by ADE and GS will assist as able.

b. If grant funds are used to fund or support all or part of the fees and/or costs related to the services covered by this Agreement, the Parties agree to comply with all applicable rules, regulations, policies or directives to ensure compliance with that grant as it applies to the services covered by this Agreement.

c. Assurance that CCS will timely submit all reports provided by GS to ensure that GS's invoices are paid within thirty (30) days of state funds disbursement.

## 8. **INDEMNITY AND INSURANCE**

a. GS and CCS mutually agree to defend, hold harmless, and indemnify each other against any and all claims or losses arising from the acts or omissions of GS or CCS, its agents or employees pertaining to the activities carried out pursuant to the obligations of this Agreement, including but not limited to claims or losses resulting in injury to persons or property. In this paragraph, claims or losses include but are not limited to attorney fees, whether or not there is litigation, costs, damages, claims, expenses, or other claims of liability. The provisions of this paragraph shall not apply to claims or losses to the extent that such losses or claims are caused by CCS or any of its agents or employees.

b. GS agrees that, in order to protect itself as well as CCS under the indemnity provision set forth in subparagraph 8(1) above, GS will at all times during the term of this Agreement or any renewal thereof,

to maintain a liability insurance policy issued by a company authorized to do business in the State of Arizona and licensed by the Arizona Insurance Department in the minimum amount of $1 Million per occurrence, $2 Million annual aggregate. Upon the execution of this Agreement, GS will furnish CCS, at its request, with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against CCS upon any matter covered by the indemnity provision in subparagraph 8(a) above, CCS shall, within five working days, cause notice in writing thereof to be given to GS by certified mail, addressed to the address in this provided agreement.

**9. RATE AND BILLING**

a. The parties agree to a payment process to coincide with the disbursement of funds by the Arizona Department of Education. GS will submit an invoice to CCS for students that are "progressing" in the program. The cost per student credited to GS will be the funding for the students in the program. Funding is based on the amount of funding progressing students in the program are calculated to receive, which shall not be reduced by reductions to CCS caused by penalties imposed by the state or any overpayments by the state for anything that is unrelated to the drop out recovery students.

b. The Dropout Recovery Program is operated and funded separate and apart from CCS'S other schools or entities. CCS will pay GS's invoices within 30 days of the state funds disbursement to CCS monthly. CCS and GS will coordinate efforts in developing payment calculations in advance of receipt of funds. CCS will provide detailed statements showing funds received associated with this program. CCS will be billed at the end of the month the student progress reports are processed by GS.

c. Payments are due to GS within thirty (30) days of receipt by CCS of the invoice. CCS shall retain 10% per progressing student per month for each month that a student is in the Program and is funded by the state for students GS enrolls and 20% for students that come from the county website and marketing efforts. GS shall receive the remaining sum received by CCS each month for each progressing student who is in the Program and is funded by the state.

**10. INDEPENDENT CONTRACTOR**

Nothing in this agreement shall create an employer/employee relationship between CCS and GS. The parties are independent contractors.

**11. DURATION OF AGREEMENT**

This Agreement shall commence on execution of the Agreement by the Parties and expire June 30, 2024 unless the agreement is extended or renewed. CCS may opt out of the agreement after the 21/22 school year for cause, if they provide GS 60 days notice and give GS the opportunity to correct any deficiencies within the 60 days notice.

**12. AUTHORITY**

Each person executing the Agreement on behalf of a Party hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and that when so executed and delivered, this Agreement will be binding upon and enforceable against that Party.

**13. ENTIRE AGREEMENT**

This Agreement represents the entire agreement of the Parties with respect to its subject matter. Neither Party has made any representations, warranties, inducements, oral agreements except as expressly set forth herein. Any attempt at oral modification of this Agreement shall be void and of no effect.

**14. GOVERNING LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona, without regard to any applicable principles of conflicts of law. In the event of any judicial proceeding to enforce any provision of this Agreement, the prevailing party shall be reimbursed by the other party for its reasonable attorneys' fees, expenses, and costs of investigation.

**15. ATTORNEYS FEES**

In the event of any judicial proceeding to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, expenses, and costs of litigation.

**16. NOTICES**

All notices required by this Agreement shall be personally delivered or sent by certified mail, return receipt requested, addressed to a party at its address set forth herein, or at such other address as may be designated to the other party in accordance with this paragraph. A notice shall be deemed effective when received.

**COCHISE COUNTY SUPERINTENDENT**

_____ _____

"Authorized Signer" Printed Name Signature

_____

Date

**COCHISE COUNTY BOARD OF SUPERVISORS**

_____ _____

Thomas E. Borer, Chairman or Authorized Signer Signature
Cochise County Board of Supervisors

_____

Date

**GRADUATION SOLUTIONS LLC**

_____ _____

Chief Executive Officer or Executive Director Signature
Printed name

_____

Date

**Consent 7.**

**Regular Board of Supervisors Meeting** **Court Administration**

**Meeting Date:** 11/17/2020

Declare November 23, 2020 National Adoption Day

**Submitted By:** Shawneen Serrano, Court Administration

**Department:** Court Administration

**Presentation:**

**NAME of PRESENTER:**

**TITLE of PRESENTER:**

**ORGANIZATION NAME of PRESENTER:**

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**Information**

**Agenda Item Text:**

Approve a Proclamation declaring November 23, 2020 to be National Adoption Day in Cochise County.

**Background:**

This is the 6th Annual local observance of the Cochise County Adoption Day. On this day, children will be adopted and placed in their forever homes.

**To BOS Staff: Document Disposition/Follow-Up:**

Please print 2 originals for signature, send one signed Proclamation to Niltza Flores in Court Administration, scan and file the other at BOS.

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**Attachments**

Proclamation

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**Cochise County**
**Board of Supervisors**

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

**THOMAS E. BORER**
Chairman
District 1

**ANN ENGLISH**
Vice-Chairman
District 2

**PEGGY JUDD**
Supervisor
District 3

**RICHARD G. KARWACZKA**
County Administrator

**SHARON GILMAN**
Associate County Administrator

**KIM LEMONS**
Clerk of the Board

# PROCLAMATION

## *National Adoption Day*

**WHEREAS**, Cochise County recognizes the importance of helping children find permanent, safe, and loving families through adoption; and

**WHEREAS**, more than 400,000 children in the United States foster care system are waiting to be adopted; and

**WHEREAS**, outreach to adoptive families has been identified as a critical step in moving children more quickly out of foster care and into loving, permanent homes; and

**WHEREAS,** in recognition of these children and their families**,** the Cochise County Superior Court celebrates National Adoption Day on November 23, 2020 and the parents who welcome these children into their families;

**WHEREAS,** this effort, along with similar celebrations across the country, will offer children a chance to live with stable and loving families and encourage other adults to consider making a powerful difference in the life of a child through adoption;

**NOW, THEREFORE**, we, The Cochise County Board of Supervisors, do hereby declare **November 23, 2020** as National Adoption Day in Cochise County and encourage Mayors/Councils of our cities to do the same.

***APPROVED AND ADOPTED*** *this 17th day of November 2020.*

_____

Thomas E. Borer, Chairman

_____ _____

Ann English, Vice-Chairman Peggy Judd, Supervisor

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

**Consent 8.**

**Regular Board of Supervisors Meeting** **Court Administration**

**Meeting Date:** 11/17/2020

FY21 Fill The Gap Funding Agreement

**Submitted By:** Rita Shipley, Court Administration

**Department:** Court Administration

| | | | |
|---|---|---|---|
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature NOT Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Rita Shipley | **TITLE of PRESENTER:** | Budget and Finance Director |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | A.R.S. §12-102.02 |

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

---

**Information**

**Agenda Item Text:**

Approve Fiscal Year 2020-21 Fill The Gap funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC) effective July 1, 2020 through June 30, 2021 in the amount of $33,747.

**Background:**

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

**Department's Next Steps (if approved):**

Send signed documents to the AOC for processing of FY21 funding.

**Impact of NOT Approving/Alternatives:**

No funding for Pre-Sentence Investigator position.

**To BOS Staff: Document Disposition/Follow-Up:**

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

---

**Budget Information**

*Information about available funds*

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

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

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

FY21 Funding Agreement
Grant Approval Form

Arizona Supreme Court
Administrative Office of the Courts

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**FUNDING AGREEMENT FOR FILL THE GAP FUND**

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Cochise County Superior Court
2102FTG001

Fiscal Year 2021

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

## RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Fill the Gap (FTG) for Fiscal Year 2021, as set forth in Addenda A and B which are part of this Agreement. In the implementation of its approved plan and use of Fill the Gap Fund monies, the Court agrees that it will not reassign existing full-time permanent judges to hear civil and other non-Fill the Gap Fund cases.

## TERMS AND CONDITIONS

### 1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2020 and shall remain in effect through June 30, 2021.

### 2. MODIFICATION AND TERMINATION

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

### 3. FUND ACCOUNTING

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

### 4. EXPENDITURES

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

**b. Reporting Requirements.** The Court shall submit a progress report to the AOC no later than August 15, 2021 for the period of July 1, 2020 to June 30, 2021 and include a financial report along with any funds and interest in accordance with paragraph 4.C of this funding agreement.

**c. Unexpended Funds.** Funds unencumbered as of June 30, 2021, and unexpended as of July 30, 2021, plus all unexpended interest accrued on such funds while in the possession of the Court, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used for similar line items that were identified in the approved application.

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

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

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

**f. Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2021, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Fill the Gap Funds.

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

## 5. BOOKS AND RECORDS

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

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

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

## 6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

**7. INVENTORY**

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

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

**8. USE, LOSS AND DISPOSITION OF EQUIPMENT**

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

**9. PERFORMANCE LIABILITY**

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

**10. VACATION COMPENSATION**

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

**Cochise County Superior Court**

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

By _____
Honorable Amy Hunley, Clerk of the Court
Superior Court in Cochise Court

**ARIZONA SUPREME COURT**

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

**ADDENDUM A**

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
FILL THE GAP

**GRANTEE: Cochise County Superior Court**

**ADDENDUM DATE:** October 15, 2020

**BEGIN DATE:** July 1, 2020 **END DATE:** June 30, 2021

**NOTE:** This addendum supersedes all previously dated addenda.

**FUND SUMMARY:**

| | | |
|---|---|---|
| Superior Court | Personnel & ERE | $241,450.59 |
| | Travel | $0.00 |
| | Professional Services | $0.00 |
| | Operating Expenses | $0.00 |
| | Equipment | |

**TOTAL FUNDS: $241,450.59**

**AMOUNT FROM OTHER FUNDING:**

| | |
|---|---|
| AMOUNT FROM 5% SET-ASIDE: | $208,003.59 |

**TOTAL: $208,003.59**

**AMOUNT TO BE DISBURSED TO COURTS ON OR ABOUT*:**

| | |
|---|---|
| Upon receipt of funding agreement | $16,873.50 |
| On or about February 20, 2021 | $16,873.50 |

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

**TOTAL AMOUNT APPROVED FOR EXPENDITURE: $241,450.59**

*** Since the AOC cannot guarantee how much revenue will be generated from the 7% surcharge and the 5% appellate set-aside for FY21, any shortfall will be the financial responsibility of Cochise County. In the event that Fill the Gap funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.**

Signed: _____ Date: _____

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

Signed: _____ Date: _____

Honorable James Conlogue, Presiding Judge
Superior Court in Cochise County

Signed: _____ Date: _____

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

**ADDENDUM B**

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
FILL THE GAP

**GRANTEE: Cochise County Superior Court**

**ADDENDUM DATE:** October 15, 2020

**BEGIN DATE:** July 1, 2020 **END DATE:** June 30, 2021

**NOTE:** This addendum supersedes all previously dated addenda.

**PERSONNEL COSTS:**

| Positions | Length of Appointment | Total Request |
|---|---|---|
| Superior Court | | |
| Court Security Officers (3.0 FTE) | 1 year | $135,904.00 |
| Court Services Coordinator (0.5 FTE) | 1 year | $ 31,500.00 |
| Pre-Sentence Investigator (0.6 FTE) | 1 year | $ 44,323.00 |
| Justice Court | | |
| Justice of the Peace Pro Tempores (530 hours) | 1 year | $ 29,723.59 |
| **TOTAL FUNDS:** | | **$241,450.59** |

**PROFESSIONAL SERVICES**

**Subtotal Professional Services Expenses: $0.00**

**OPERATING EXPENSES:**

**Subtotal Operating Expenses $0.00**

**EQUIPMENT EXPENSES:**

**Subtotal Equipment Expenses $0.00**

**TOTAL FY21 BUDGET: $241,450.59**

**ATTACHMENT C**

# ARIZONA COURTS
# INVENTORY AND PROPERTY CONTROL POLICY

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

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

## DEFINITIONS

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

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

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

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

## POLICY

1. GENERAL

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

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

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

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

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

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

2. TAGGING/NUMBERING SYSTEM

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

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and non-capital equipment shall, at a minimum, indicate:
- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

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

4. INVENTORY SCHEDULE

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

5. TRANSFER OF EQUIPMENT

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

6. SURPLUS PROPERTY

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

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

7. MODIFICATION TO THIS POLICY

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

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

---

**PRIMARY GRANT**

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

**Consent 9.**

| | | | |
|---|---|---|---|
| **Regular Board of Supervisors Meeting** | | **Engineering & Natural Resources** | |
| **Meeting Date:** | 11/17/2020 | | |
| Alter the declared width of Davis Road, and schedule a public hearing | | | |
| **Submitted By:** | Teresa Murphy, Engineering & Natural Resources | | |
| **Department:** | Engineering & Natural Resources | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Teresa Murphy | **TITLE of PRESENTER:** | Right-of-Way Agent |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | ARS 28-6701 |

## Information

**Agenda Item Text:**

Accept the County Engineer’s recommendation and set a public hearing for December 15, 2020 to alter the declared width of Davis Road, an established County Highway, from 100 feet to 200 feet.

**Background:**

In a previously Board approved action Cochise County entered into an Agreement with Arizona Department of Transportation to acquire right-of-way and make improvements to Davis Road. Due to the nature of these improvements it is necessary to increase the declared width of Davis Road from 100 feet to 200 feet.

**Department's Next Steps (if approved):**

Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute.

**Impact of NOT Approving/Alternatives:**

That portion of Davis Road will not be established as a declared County Highway.

**To BOS Staff: Document Disposition/Follow-Up:**

Once signed, please return the Public Notice to Teresa Murphy, ENR, asap for publication.

## Attachments

Executive Summary

Public Notice

# Cochise County
## Engineering & Natural Resources

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

**JACKIE WATKINS, PE**
Director


MEMORANDUM

DATE: November 3, 2020

TO: Board of Supervisors

THRU: Jackie Watkins, County Engineer

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Altering the declared width of Davis Road, an established County Highway

Recommendation: Staff recommends accepting the County Engineer's recommendation and setting a public hearing for December 15th, 2020 to alter the declared width of Davis Road, an established County Highway.

Background (Brief): In a previously Board approved action Cochise County entered into an Agreement with Arizona Department of Transportation to acquire right-of-way and make improvements to Davis Road. Due to the nature of these improvements it is necessary to increase the declared width of Davis Road from 100 feet to 200 feet.

Fiscal Impact & Funding Sources: No fiscal impact for establishing a highway.

Next Steps/Action Items/Follow-up: Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute.

Impact of Not Approving: That portion of Davis Road will not be established as a declared County Highway.


1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9310
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

**PUBLIC HEARING**

**ALTERING AN ESTABLISHED COUNTY HIGHWAY**

There has been filed with the Board of Supervisors of Cochise County, Arizona, a recommendation by the County Engineer, for the altering of an established County Highway, more particularly described as follows:

> That portion of Davis Road beginning at the mid-section line of Sections 16 and 21, thence commencing in a easterly direction to the Section corner shared by Sections 13, 14, 23 and 24 All in Township 21 South Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona.

Notice is hereby given that Tuesday, December 15th, 2020 at the hour of 10:15 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the San Pedro Valley News-Sun once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this ___ day of _____ ,2020.

_____ _____

Kim Lemons, Clerk of the Board

Thomas E. Borer, Chairman
Board of Supervisors

**Consent 10.**

| | | | |
|---|---|---|---|
| **Regular Board of Supervisors Meeting** | | **Engineering & Natural Resources** | |
| **Meeting Date:** | 11/17/2020 | | |
| Resolution abandoning certain rights-of-way within Branding Iron Estates | | | |
| **Submitted By:** | Teresa Murphy, Engineering & Natural Resources | | |
| **Department:** | Engineering & Natural Resources | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Teresa Murphy | **TITLE of PRESENTER:** | Right-of-Way Agent |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | ARS 28-7201 thru 28-7215 |

## Information

**Agenda Item Text:**

Adopt Resolution 20-18 authorizing the abandonment of a public right-of-way near Willcox, as described in attached Exhibit A.

**Background:**

The applicants, Douglas McPueth and Beate Arndt, have requested the abandonment of public right-of-way depicted as Double R Road and Circle C Road per the platted map entitled Branding Iron Estates near Willcox. The applicants have purchased multiple parcels within the Branding Iron subdivision and wish to combine the parcels with the abandoned right-of-way to create a larger parcel on which they will build a residence and additional outbuildings. The proposed abandonment is dedicated to the public in fee-interest and therefore is subject to statutory compensation. Based upon an assessed value of $2,050.00 per acre, which includes a 50% reduction for the area that qualifies as unbuildable, the proposed abandonment area has been valued at $4,400.00. The proposed abandonments are not County maintained roads and would not deprive any current parcel of sole legal access. Local utilities have been contacted and have no objection to the abandonment. All fees associated with this application have been paid.

**Department's Next Steps (if approved):**

If the abandonment is approved, no further Board action is required. Upon recordation of the Resolution and Quit Claim deed, staff will forward copies to applicant.

**Impact of NOT Approving/Alternatives:**

Established public rights-of-way will not be abandoned.

**To BOS Staff: Document Disposition/Follow-Up:**

Forward original recorded Quit Claim deed and copy of Resolution to Teresa Murphy, ENR

## Attachments

Executive Summary
Executive Summary Map
Resolution 20-__
Quit Claim Deed
Location Map

# Cochise County
## Engineering & Natural Resources

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

**JACKIE WATKINS, PE**
Director


MEMORANDUM

DATE: October 22, 2020

TO: Board of Supervisors

THRU: Jackie Watkins, Director

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Abandonment of public right-of-way within Branding Iron Estates near Willcox

Recommendation: This department recommends adoption of the accompanying resolution to abandon any interest the County may have in certain public right-of-way, as described in Exhibit "A".

Background (Brief): The applicants, Douglas McPueth and Beate Arndt, have requested the abandonment of public right-of-way depicted as Double R Road and Circle C Road per the platted map entitled Branding Iron Estates near Willcox. The applicants have purchased multiple parcels within the Branding Iron subdivision and wish to combine the parcels with the abandoned right-of-way to create a larger parcel on which they will build a residence and additional outbuildings. The proposed abandonment is dedicated to the public in fee-interest and therefore is subject to statutory compensation. Based upon an assessed value of $2,050.00 per acre, which includes a 50% reduction for the area that qualifies as unbuildable, the proposed abandonment area has been valued at $4,400.00. The proposed abandonments are not County maintained roads and would not deprive any current parcel of sole legal access. Local utilities have been contacted and have no objection to the abandonment. All fees associated with this application have been paid.

Fiscal Impact & Funding Sources: Not applicable.

Next Steps/Action Items/Follow-up: If the abandonment is approved, no further Board action is required. Upon recordation of the Resolution and Quit Claim deed, staff will forward copies to applicant.

Impact of Not Approving: Established public rights-of-way will not be abandoned.


1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9310
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

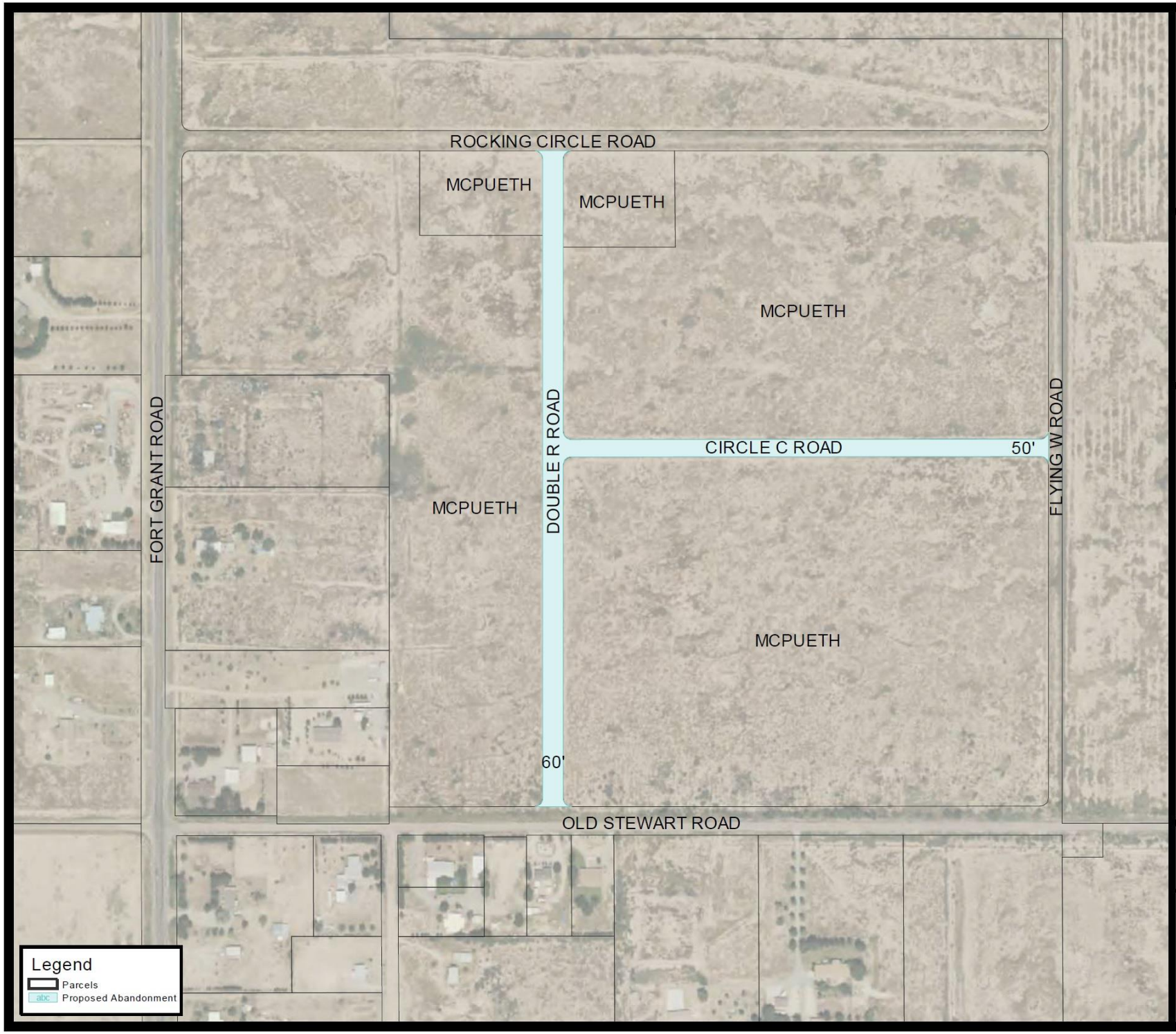
# EXHIBIT “A”

PARCEL I

That portion of a certain 60 foot wide public right-of-way, known as Double R Road, as it adjoins the Southern boundary of Lots 27 and 29, and the Northern boundary of Lots 19 and 43 of Branding Iron Estates, according to Book 11 of Maps and Plats at page 25, Office of the County Recorder, Cochise County, Arizona.

PARCEL II

That portion of a certain 50 foot wide public right-of-way, known as Circle C Road, as it adjoins the Western boundary of Lots 32 and 45, and the Eastern boundary of Lots 35 and 39 of Branding Iron Estates, according to Book 11 of Maps and Plats at page 25, Office of the County Recorder, Cochise County, Arizona.



Executive Summary Map

Proposed abandonment of public right-of-way within Branding Iron Estates

Section 11
Township 13 South
Range 24 East

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

0' 1" = 400'

**RESOLUTION 20-___**

**AUTHORIZING THE ABANDONMENT OF A PUBLIC RIGHT-OF-WAY NEAR WILLCOX**

**WHEREAS**, there has been presented to the Board of Supervisors of Cochise County Arizona, a formal request praying for the abandonment of that certain public right-of-way, more particularly described as follows:

See attached **EXHIBIT "A"**

**WHEREAS**, the Board of Supervisors having considered all comments regarding this request at their meeting held November 17, 2020, and having determined that the public right-of-way described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

**WHEREAS**, a Quit Claim Deed for the vacated rights-of-way will be issued to the adjacent property owner upon receipt of monies, in accordance with A.R.S. § 28-7208; and

**WHEREAS**, unknown public utilities may exist within said right-of-way.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the petition for the abandonment as described and requested herein is hereby granted, and the public right-of-way is hereby vacated, in accordance with A.R.S. § 28-7201, et seq.

**IT IS FURTHER RESOLVED** that the interest of Cochise County in lands described above is hereby vacated and the issuance of Quit Claim Deeds vesting title in the adjacent property owners is hereby authorized pursuant to A.R.S. § 28-7205.4. The Chairman of the Board is hereby authorized to execute the Quit Claim Deed(s) and all other documents necessary to completion of this transaction.

**IT IS FINALLY RESOLVED** that any and all rights-of-way or easements for existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall

continue as they existed prior to the disposals or abandonment thereof, pursuant to A.R.S. § 28-7210.

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

_____
Thomas E. Borer, Chairman
Cochise County Board of Supervisors

**ATTEST:**

_____
Kim A. Lemons, CPCC
Clerk of the Board

**APPROVED AS TO FORM:**

Britt Hanson
_____
Britt Hanson, Of Counsel
Cochise County Attorney

**EXHIBIT "A"**

PARCEL I

That portion of a certain 60 foot wide public right-of-way, known as Double R Road, as it adjoins the Southern boundary of Lots 27 and 29, and the Northern boundary of Lots 19 and 43 of Branding Iron Estates, according to Book 11 of Maps and Plats at page 25, Office of the County Recorder, Cochise County, Arizona.

PARCEL II

That portion of a certain 50 foot wide public right-of-way, known as Circle C Road, as it adjoins the Western boundary of Lots 32 and 45, and the Eastern boundary of Lots 35 and 39 of Branding Iron Estates, according to Book 11 of Maps and Plats at page 25, Office of the County Recorder, Cochise County, Arizona.

Exempt pursuant to
A.R.S. 11-1134.A.3

# QUIT CLAIM DEED

For full and fair consideration, Cochise County, State of Arizona, does hereby quit claim to Douglas McPueth and Beate Arndt, husband and wife, heirs or assigns, all right, title, or interest in the following real property situated in Cochise County, Arizona.

See attached **EXHIBIT "A"**

Subject to the same encumbrances, liens, limitation, restriction, estates as exist on the land to which it accrues, pursuant to A.R.S. 28-7205.

Subject to easements for existing utilities, pursuant to A.R.S. 28-7210.

The undersigned is authorized to execute this document pursuant to Resolution No. 20-___ adopted by the Cochise County Board of Supervisors.

Dated this _____day of _____, 2020.

_____
Thomas E. Borer, Chairman
Board of Supervisors

STATE OF ARIZONA )
) ss.
COUNTY OF COCHISE )

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Thomas E. Borer, Chairman, for the purpose and consideration herein contained.

My Commission Expires:

_____ _____
Notary Public

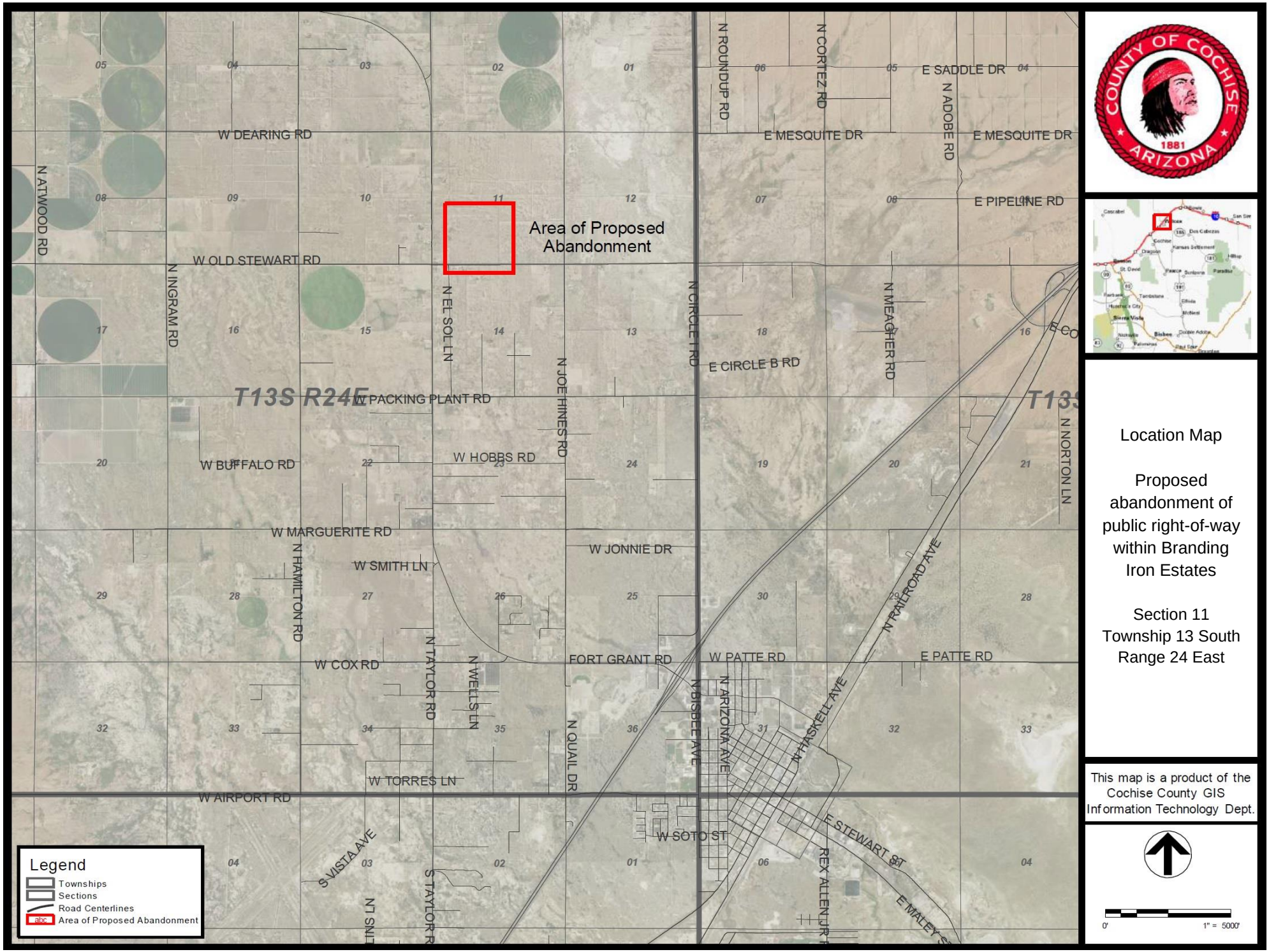
**EXHIBIT "A"**

PARCEL I

That portion of a certain 60 foot wide public right-of-way, known as Double R Road, as it adjoins the Southern boundary of Lots 27 and 29, and the Northern boundary of Lots 19 and 43 of Branding Iron Estates, according to Book 11 of Maps and Plats at page 25, Office of the County Recorder, Cochise County, Arizona.

PARCEL II

That portion of a certain 50 foot wide public right-of-way, known as Circle C Road, as it adjoins the Western boundary of Lots 32 and 45, and the Eastern boundary of Lots 35 and 39 of Branding Iron Estates, according to Book 11 of Maps and Plats at page 25, Office of the County Recorder, Cochise County, Arizona.




COUNTY OF COCHISE
1881
ARIZONA

Location Map

Proposed abandonment of public right-of-way within Branding Iron Estates

Section 11
Township 13 South
Range 24 East

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

0' 1" = 5000'

**Consent 11.**

| | | | |
|---|---|---|---|
| **Regular Board of Supervisors Meeting** | | **Engineering & Natural Resources** | |
| **Meeting Date:** | 11/17/2020 | | |
| Resolution abandoning no-access easement | | | |
| **Submitted By:** | Teresa Murphy, Engineering & Natural Resources | | |
| **Department:** | Engineering & Natural Resources | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Teresa Murphy | **TITLE of PRESENTER:** | Right-of-Way Agent |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | ARS 28-7201 thru 28-7215 |

## Information

**Agenda Item Text:**

Adopt Resolution 20-19 authorizing the abandonment of any interest the County may have in a certain "No Access" easement, as described in attached Exhibit A.

**Background:**

The applicant, William Skalak as trustee of the William Skalak 401K Profit Sharing Plan, has requested the abandonment of a “No Access” easement established by Rezoning Docket Z-84-10, to limit commercial business/traffic from infringing upon residential zoning. Since the original commercial business has sold the parcels 105-05-010A & 105-05-010B to Mr. Skalak for residential development, the parcels have been rezoned through Zoning Ordinance 19-04 and Mr. Skalak has received a permit for a minor land subdivision, the “No Access” easement is no longer necessary. All fees associated with this application have been paid.

**Department's Next Steps (if approved):**

If the abandonment is approved, no further Board action is required. Upon recordation of the Resolution, staff will forward copies to applicant.

**Impact of NOT Approving/Alternatives:**

Established “No Access” easement will not be abandoned.

**To BOS Staff: Document Disposition/Follow-Up:**

Forward copy of recorded Resolution to Teresa Murphy, ENR

## Attachments

Executive Summary
Executive Summary Map
Resolution
Location Map

# Cochise County
## Engineering & Natural Resources

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

**JACKIE WATKINS, PE**
Director


MEMORANDUM

DATE: October 21, 2020

TO: Board of Supervisors

THRU: Jackie Watkins, Director, County Engineer

FROM: Teresa Murphy, Right-of-Way Agent

SUBJECT: Abandonment of "No Access" Easement

Recommendation: This department recommends adoption of the accompanying resolution to abandon any interest the County may have in certain "No Access" easement, as described in Exhibit "A".

Background (Brief): The applicant, William Skalak as trustee of the William Skalak 401K Profit Sharing Plan, , has requested the abandonment of a "No Access" easement established by Rezoning Docket Z-84-10, to limit commercial business/traffic from infringing upon residential zoning. Since the original commercial business has sold the parcels 105-05-010A & 105-05-010B to Mr. Skalak for residential development, the parcels have been rezoned through Zoning Ordinance 19-04 and Mr. Skalak has received a permit for a minor land subdivision, the "No Access" easement is no longer necessary.

All fees associated with this application have been paid.

Fiscal Impact & Funding Sources: Not applicable.

Next Steps/Action Items/Follow-up: If the abandonment is approved, no further Board action is required. Upon recordation of the Resolution, staff will forward copies to applicant.

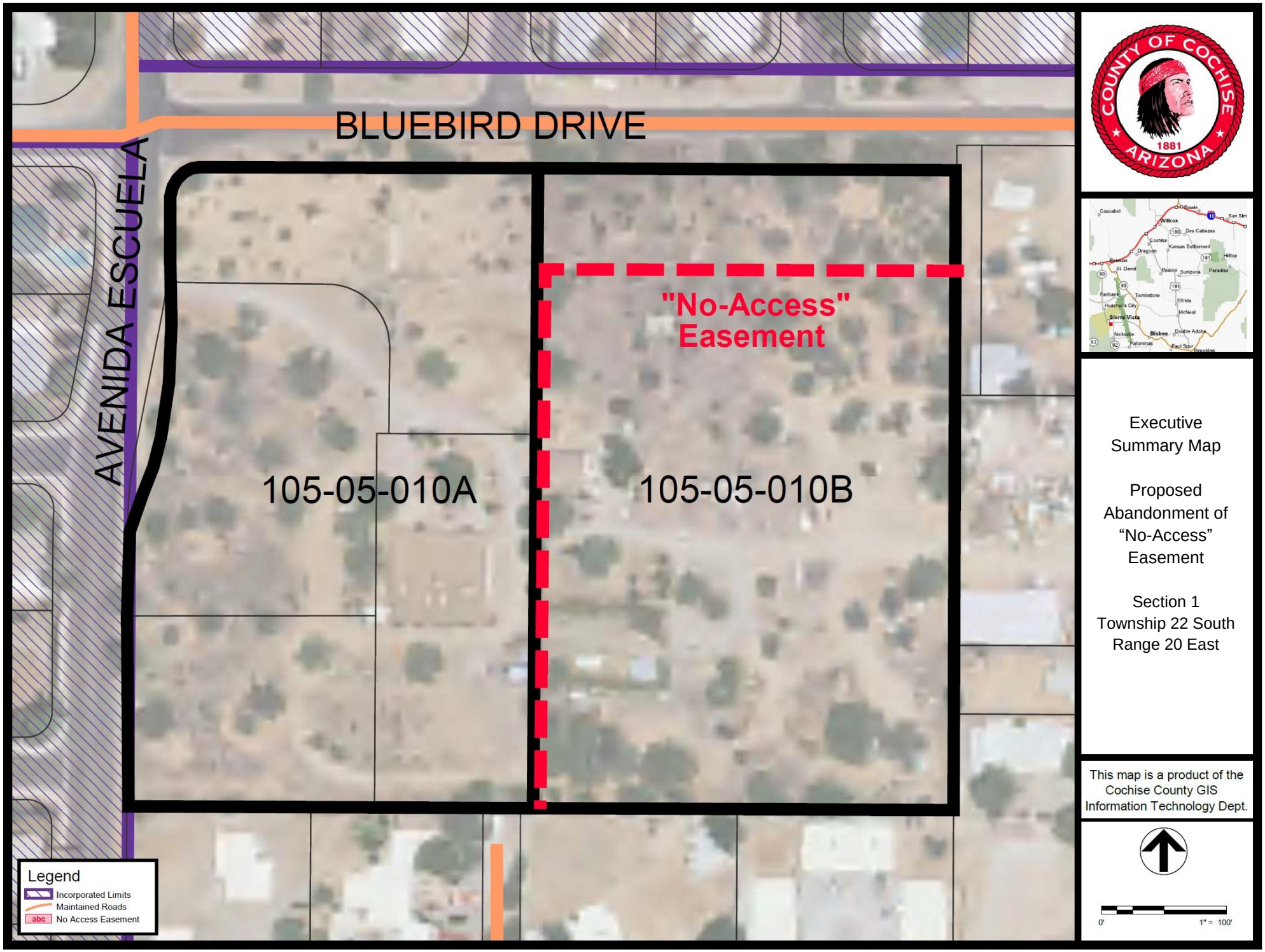
Impact of Not Approving: Established "No Access" easement will not be abandoned.


1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9310
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

# Exhibit “A”

A one (1.00) foot no vehicular access easement over the North and West boundaries of the following described parcel of land located in the Southeast quarter of Section 1, Township 22 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona being more particularly described as follows:

The East 335.00 feet excluding the North 100.00 feet of the North 531.00 feet of the West half of the Northeast quarter of the Southeast quarter of said Section 1, said “No Vehicular Access Easement” along the West line will not affect the private, non-commercial access by the current owners of the afore described parcel and the current owners of the parcel adjacent on the west.




COUNTY OF COCHISE
1881
ARIZONA



Executive
Summary Map

Proposed
Abandonment of
"No-Access"
Easement

Section 1
Township 22 South
Range 20 East

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

0'
1" = 100'

**RESOLUTION 20-___**

**AUTHORIZING THE ABANDONMENT OF ANY INTEREST IN NO-ACCESS EASEMENT**

**WHEREAS**, there has been presented to the Board of Supervisors of Cochise County Arizona, a formal request praying for the abandonment of that certain "no-access" easement, more particularly described as follows:

> A one (1.00) foot no vehicular access easement over the North and West boundaries of the following described parcel of land located in the Southeast quarter of Section 1, Township 22 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona being more particularly described as follows:
>
> The East 335.00 feet excluding the North 100.00 feet of the North 531.00 feet of the West half of the Northeast quarter of the Southeast quarter of said Section 1, said "No Vehicular Access Easement" along the West line will not affect the private, non-commercial access by the current owners of the afore described parcel and the current owners of the parcel adjacent on the west.

**WHEREAS**, in Instrument No. 8611-24098 a "no access" easement was created pursuant to Rezoning Docket Z-84-10 to limit commercial development access within residential zoning, and

**WHEREAS**, Zoning Ordinance 19-04, amending certain zoning district boundaries in Sierra Vista, AZ from GB & SR-12 to MR-1, in conjunction with County's right-of-way permitting process negates the need for the "no access" easement, and

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held November 17th, 2020, and having determined that the "no-access" easement described hereinabove is not necessary for public pursuant to A.R.S. § 28-7202; and

**WHEREAS**, unknown public utilities may exist within said right-of-way.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the request for the abandonment as described and requested herein is hereby granted, and the "no-access" easement is hereby vacated, in accordance with A.R.S. § 28-7214.

**IT IS FINALLY RESOLVED** that any and all rights-of-way or easements for existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposals or abandonment thereof, pursuant to A.R.S. § 28-7210.

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

_____
Thomas E. Borer, Chairman
Cochise County Board of Supervisors

**ATTEST:**

_____
Kim Lemons, CPCC
Clerk of the Board

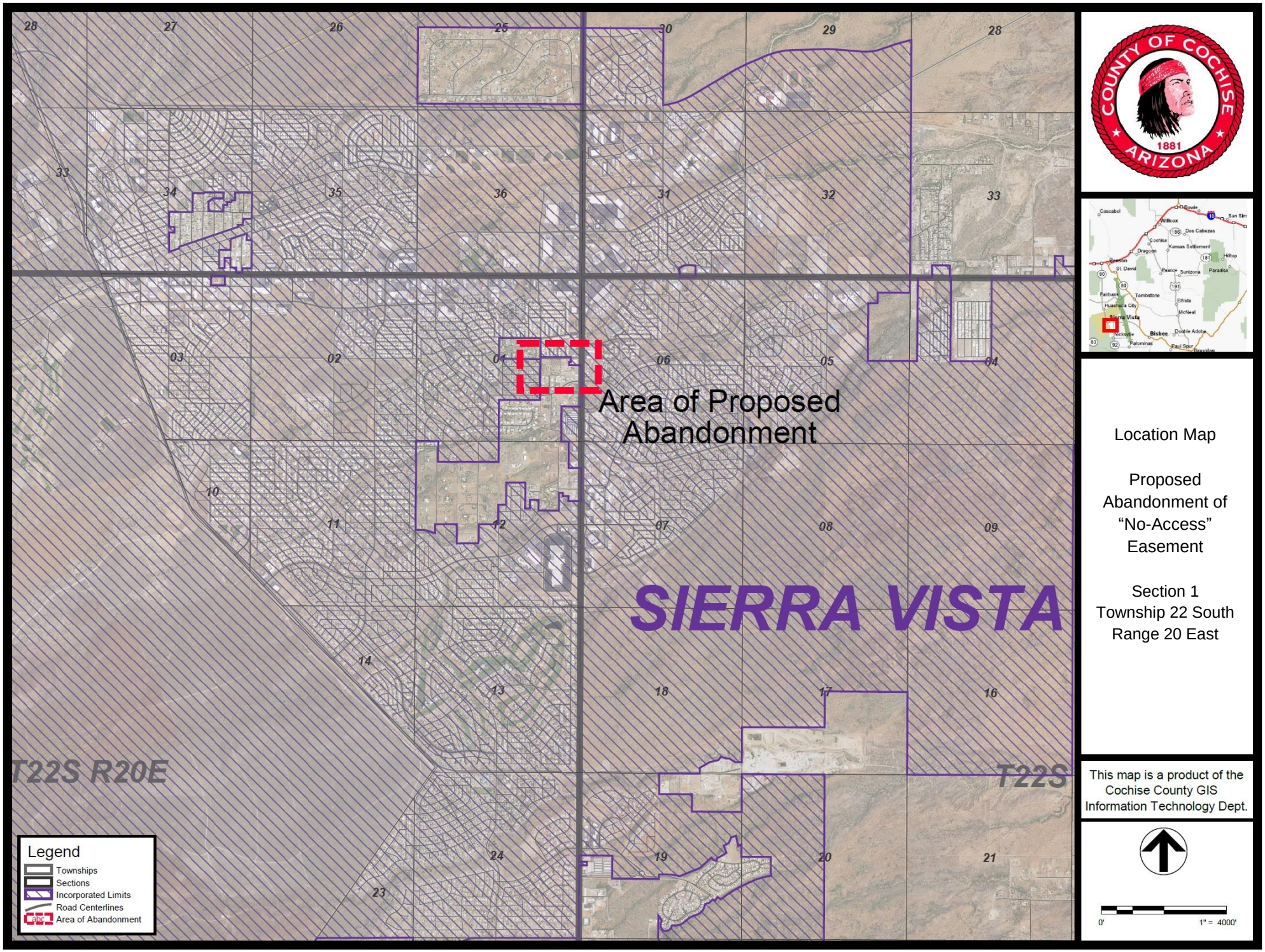
**APPROVED AS TO FORM:**

Britt Hanson
_____
Britt Hanson, Of Counsel
Cochise County Attorney

# Exhibit “A”

A one (1.00) foot no vehicular access easement over the North and West boundaries of the following described parcel of land located in the Southeast quarter of Section 1, Township 22 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona being more particularly described as follows:

The East 335.00 feet excluding the North 100.00 feet of the North 531.00 feet of the West half of the Northeast quarter of the Southeast quarter of said Section 1, said “No Vehicular Access Easement” along the West line will not affect the private, non-commercial access by the current owners of the afore described parcel and the current owners of the parcel adjacent on the west.




Location Map

Proposed Abandonment of "No-Access" Easement

Section 1
Township 22 South
Range 20 East

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

**Consent 12.**

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

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Demands | | | |
| **Submitted By:** | Amy Langer, Board of Supervisors | | |
| **Department:** | Board of Supervisors | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | |
| **Document Signatures:** | | **# of ORIGINALS Submitted for Signature:** | |
| **NAME of PRESENTER:** | n/a | **TITLE of PRESENTER:** | n/a |
| **Mandated Function?:** | | **Source of Mandate or Basis for Support?:** | |

**Information**

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

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

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

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

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

**Budget Information**

*Information about available funds*

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

**Account Code(s) for Available Funds 1:**

**Fund Transfers**

**Attachments**

Demands

Demands 11/12/20
Date Range 11/6/20-11/12/2020
Warrant Range 43768-43886

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43768 | 11/12/2020 | Arizona Counties Insurance Pool | 0100 - Board of Supervisors | 100 General Fund | 3,027.40 |
| 43769 | 11/12/2020 | Arizona Medical Waste, LLC | 5000 - Health Dept | 100 General Fund | 312.63 |
| 43770 | 11/12/2020 | Arizona Public Service - APS | 2100 - Facilities Management | 100 General Fund | 871.58 |
| 43770 | 11/12/2020 | Arizona Public Service - APS | 2100 - Facilities Management | 105 Airport Enterprise | 101.21 |
| 43771 | 11/12/2020 | Arizona State Treasurer | 1600 - Finance | 100 General Fund | 184,567.00 |
| 43772 | 11/12/2020 | Auletta, Susan P | 0600 - County Attorney | 124 Attrny Anti-Racketeering | 16.00 |
| 43772 | 11/12/2020 | Auletta, Susan P | 0810 - Court Administration | 100 General Fund | 975.00 |
| 43773 | 11/12/2020 | AZ 13 Holdings, LLC dba Anytime Storage | 5000 - Health Dept | 100 General Fund | 116.64 |
| 43774 | 11/12/2020 | B & D Lumber and Hardware | 3000 - Sheriff | 100 General Fund | 5.46 |
| 43775 | 11/12/2020 | Barnett's Towing LLC | 1750 - Fleet Management | 109 Fleet Management | 168.75 |
| 43776 | 11/12/2020 | Be Strong LLC | 1750 - Fleet Management | 100 General Fund | 3,049.43 |
| 43777 | 11/12/2020 | Beacon Secure | 5000 - Health Dept | 100 General Fund | 130.00 |
| 43778 | 11/12/2020 | Benson, City of | 2100 - Facilities Management | 100 General Fund | 386.20 |
| 43779 | 11/12/2020 | Bisbee Napa | 1750 - Fleet Management | 109 Fleet Management | 550.93 |
| 43780 | 11/12/2020 | Borer, Thomas Edward | 0100 - Board of Supervisors | 100 General Fund | 232.00 |
| 43781 | 11/12/2020 | Bowie Water Improvement District | 2100 - Facilities Management | 100 General Fund | 406.36 |
| 43781 | 11/12/2020 | Bowie Water Improvement District | 4010 - Highway Dept Administration | 251 Highway Fund | 90.96 |
| 43782 | 11/12/2020 | Bradley R Johnson MD PLLC | 0810 - Court Administration | 100 General Fund | 500.00 |
| 43783 | 11/12/2020 | Brown-Page Mortuary, Inc. | 5000 - Health Dept | 100 General Fund | 500.00 |
| 43784 | 11/12/2020 | Bug-Wiser Exterminating, Inc. | 2100 - Facilities Management | 100 General Fund | 618.00 |
| 43784 | 11/12/2020 | Bug-Wiser Exterminating, Inc. | 2100 - Facilities Management | 105 Airport Enterprise | 45.00 |
| 43784 | 11/12/2020 | Bug-Wiser Exterminating, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 35.00 |
| 43785 | 11/12/2020 | Cable One dba Sparklight | 0810 - Court Administration | 100 General Fund | 415.37 |
| 43785 | 11/12/2020 | Cable One dba Sparklight | 1800 - IT/Communications | 100 General Fund | 159.44 |
| 43786 | 11/12/2020 | Canyon Vista Medical Center | 5000 - Health Dept | 100 General Fund | 5,400.00 |
| 43787 | 11/12/2020 | CDW LLC | 1800 - IT/Communications | 100 General Fund | 2,787.66 |
| 43788 | 11/12/2020 | Center for Disease Detection, LLC | 5000 - Health Dept | 100 General Fund | 141.00 |
| 43788 | 11/12/2020 | Center for Disease Detection, LLC | 5000 - Health Dept | 237 Health S.T.D. Grant | 205.00 |
| 43789 | 11/12/2020 | CenturyLink Communications | 1400 - General Government | 216 SEACOM Operations | 445.73 |
| 43789 | 11/12/2020 | CenturyLink Communications | 4010 - Highway Dept Administration | 251 Highway Fund | 77.99 |
| 43790 | 11/12/2020 | CenturyLink Communications | 5000 - Health Dept | 100 General Fund | 210.41 |
| 43790 | 11/12/2020 | CenturyLink Communications | 5000 - Health Dept | 243 Immunization Program | 212.10 |
| 43791 | 11/12/2020 | City of Bisbee | 2100 - Facilities Management | 100 General Fund | 264.45 |
| 43792 | 11/12/2020 | City of Bisbee | 2100 - Facilities Management | 100 General Fund | 7,215.31 |
| 43793 | 11/12/2020 | Cochise County Farmers Association | 4010 - Highway Dept Administration | 251 Highway Fund | 300.51 |
| 43794 | 11/12/2020 | Cochise County Finance Revolving Fund | 1600 - Finance | 121 Attorney Victim Compensat | 385.92 |
| 43795 | 11/12/2020 | Cochise Lock and Safe, Inc. | 2100 - Facilities Management | 100 General Fund | 25.00 |
| 43796 | 11/12/2020 | Cochise Private Industry Council, Inc. | 1600 - Finance | 192 J.T.P.A. | 24,252.00 |
| 43797 | 11/12/2020 | Cochise Supplies, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 28.02 |
| 43798 | 11/12/2020 | Community Bridges, Inc. | 5000 - Health Dept | 100 General Fund | 25,950.00 |
| 43799 | 11/12/2020 | Copper Queen Community Hospital | 5000 - Health Dept | 100 General Fund | 775.92 |
| 43800 | 11/12/2020 | Corepoint TRS LLC dba La Quinta Inn #0699 | 3000 - Sheriff | 100 General Fund | 160.38 |
| 43801 | 11/12/2020 | COX Communication Arizona, LLC | 0810 - Court Administration | 100 General Fund | 305.00 |
| 43802 | 11/12/2020 | Culligan of Tucson | 0600 - County Attorney | 100 General Fund | 248.66 |
| 43802 | 11/12/2020 | Culligan of Tucson | 1600 - Finance | 100 General Fund | 58.39 |
| 43802 | 11/12/2020 | Culligan of Tucson | 4010 - Highway Dept Administration | 251 Highway Fund | 407.31 |
| 43803 | 11/12/2020 | CureMD.com, Inc. | 5000 - Health Dept | 100 General Fund | 305.00 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43804 | 11/12/2020 | D & G Paint and Body Inc. | 1750 - Fleet Management | 251 Highway Fund | 2,488.32 |
| 43805 | 11/12/2020 | Dagostino Private Investigations | 0100 - Board of Supervisors | 100 General Fund | 286.82 |
| 43806 | 11/12/2020 | DoubleDay Acquisitions LLC | 5000 - Health Dept | 532 COVID-19 CDC | 18,015.00 |
| 43807 | 11/12/2020 | Douglas, City of | 3000 - Sheriff | 100 General Fund | 3,071.95 |
| 43808 | 11/12/2020 | Elfrida Water Improvement District | 2100 - Facilities Management | 100 General Fund | 32.19 |
| 43809 | 11/12/2020 | Empire Southwest LLC | 4010 - Highway Dept Administration | 251 Highway Fund | 3,036.49 |
| 43810 | 11/12/2020 | ENTECH | 5000 - Health Dept | 228 W.I.C. Grant | 1,430.00 |
| 43811 | 11/12/2020 | Federal Express Corporation | 3000 - Sheriff | 100 General Fund | 73.12 |
| 43812 | 11/12/2020 | Ferguson Enterprises, Inc. | 2100 - Facilities Management | 100 General Fund | 269.94 |
| 43813 | 11/12/2020 | Garden Canyon Towing, LLC | 3000 - Sheriff | 100 General Fund | 198.00 |
| 43814 | 11/12/2020 | Gomez, Colleen | 0400 - Recorder | 100 General Fund | 1,071.86 |
| 43815 | 11/12/2020 | Hatfield Funeral Home | 5000 - Health Dept | 100 General Fund | 3,100.00 |
| 43816 | 11/12/2020 | Hess, Ginger Ann | 5000 - Health Dept | 532 COVID-19 CDC | 2,096.00 |
| 43817 | 11/12/2020 | Industrial Metal Supply Co. | 4010 - Highway Dept Administration | 251 Highway Fund | 16,491.96 |
| 43818 | 11/12/2020 | Interstate Battery | 1750 - Fleet Management | 109 Fleet Management | 1,103.96 |
| 43819 | 11/12/2020 | Jensen's Sierra Vista Mortuary | 5000 - Health Dept | 100 General Fund | 1,140.00 |
| 43820 | 11/12/2020 | Kimminau Law Firm PC | 0100 - Board of Supervisors | 100 General Fund | 1,320.00 |
| 43821 | 11/12/2020 | Laboratory Corporation of America | 0100 - Board of Supervisors | 251 Highway Fund | 54.00 |
| 43822 | 11/12/2020 | Lawley's Team Ford Kia | 1750 - Fleet Management | 109 Fleet Management | 394.82 |
| 43823 | 11/12/2020 | Legend Technical Services of Arizona, Inc. | 2100 - Facilities Management | 105 Airport Enterprise | 57.00 |
| 43824 | 11/12/2020 | Logicalis, Inc. | 1800 - IT/Communications | 100 General Fund | 4,339.74 |
| 43825 | 11/12/2020 | Lowell A. Jensen, PLC | 0100 - Board of Supervisors | 100 General Fund | 200.00 |
| 43826 | 11/12/2020 | Mack's Auto Parts Inc | 1750 - Fleet Management | 109 Fleet Management | 18.67 |
| 43827 | 11/12/2020 | Manny's St. David Automotive & Towing, Inc. | 1750 - Fleet Management | 109 Fleet Management | 407.00 |
| 43828 | 11/12/2020 | Meracle, Tim | 4010 - Highway Dept Administration | 251 Highway Fund | 100.00 |
| 43829 | 11/12/2020 | Merle's Automotive Supply | 1750 - Fleet Management | 109 Fleet Management | 2,896.81 |
| 43830 | 11/12/2020 | Net Transcripts, Inc. | 0600 - County Attorney | 124 Attrny Anti-Racketeering | 199.00 |
| 43831 | 11/12/2020 | Nyander, Penny Sue | 0810 - Court Administration | 100 General Fund | 650.00 |
| 43832 | 11/12/2020 | PrevenTronics | 1800 - IT/Communications | 100 General Fund | 6,306.25 |
| 43832 | 11/12/2020 | PrevenTronics | 3000 - Sheriff | 100 General Fund | 240.00 |
| 43833 | 11/12/2020 | Prudential Overall Supply | 1750 - Fleet Management | 109 Fleet Management | 120.30 |
| 43834 | 11/12/2020 | Safelite Autoglass Corp. | 1750 - Fleet Management | 100 General Fund | 680.12 |
| 43834 | 11/12/2020 | Safelite Autoglass Corp. | 1750 - Fleet Management | 251 Highway Fund | 387.41 |
| 43835 | 11/12/2020 | Saia Motor Freight Line | 1750 - Fleet Management | 109 Fleet Management | 335.78 |
| 43836 | 11/12/2020 | Sanofi Pasteur | 5000 - Health Dept | 100 General Fund | 1,093.57 |
| 43837 | 11/12/2020 | Schiff, Laurence | 5000 - Health Dept | 100 General Fund | 2,800.00 |
| 43838 | 11/12/2020 | Schlesinger, Aaron | 0600 - County Attorney | 100 General Fund | 14.00 |
| 43838 | 11/12/2020 | Schlesinger, Aaron | 0810 - Court Administration | 100 General Fund | 4,098.60 |
| 43839 | 11/12/2020 | Schlievert, Scott W. | 0100 - Board of Supervisors | 100 General Fund | 500.00 |
| 43840 | 11/12/2020 | Senergy Petroleum LLC | 1750 - Fleet Management | 109 Fleet Management | 4,778.55 |
| 43841 | 11/12/2020 | Simonsen Generator Service, Inc. | 2100 - Facilities Management | 100 General Fund | 656.75 |
| 43842 | 11/12/2020 | Southwest Disposal LC | 2100 - Facilities Management | 100 General Fund | 144.38 |
| 43843 | 11/12/2020 | Southwest Gas Corporation | 2100 - Facilities Management | 105 Airport Enterprise | 46.20 |
| 43843 | 11/12/2020 | Southwest Gas Corporation | 2100 - Facilities Management | 216 SEACOM Operations | 112.07 |
| 43844 | 11/12/2020 | Sparkletts | 0100 - Board of Supervisors | 100 General Fund | 101.81 |
| 43845 | 11/12/2020 | Stamback Septic Service | 2100 - Facilities Management | 105 Airport Enterprise | 302.39 |
| 43845 | 11/12/2020 | Stamback Septic Service | 4010 - Highway Dept Administration | 251 Highway Fund | 201.59 |
| 43846 | 11/12/2020 | Stericycle Inc. | 5000 - Health Dept | 100 General Fund | 2,228.39 |
| 43847 | 11/12/2020 | Sulphur Springs Valley Electric Cooperative, Inc. | 2100 - Facilities Management | 100 General Fund | 3,524.11 |
| 43848 | 11/12/2020 | Tab Office Resources | 0950 - Justice Court 5 | 100 General Fund | 5,509.53 |

| WARRANT # | CHECK DATE | VENDOR NAME | DEPARTMENT | FUND NAME | AMOUNT |
|---|---|---|---|---|---|
| 43849 | 11/12/2020 | The Law Offices of Harriette P Levitt, PLLC | 0100 - Board of Supervisors | 100 General Fund | 1,620.00 |
| 43850 | 11/12/2020 | Thomson West | 0810 - Court Administration | 100 General Fund | 501.28 |
| 43850 | 11/12/2020 | Thomson West | 0810 - Court Administration | 151 Law Library | 3,731.57 |
| 43850 | 11/12/2020 | Thomson West | 3000 - Sheriff | 100 General Fund | 289.74 |
| 43851 | 11/12/2020 | Trane U.S. Inc. | 2100 - Facilities Management | 100 General Fund | 1,215.39 |
| 43852 | 11/12/2020 | Two Broke Veterans dba Tail Topia | 3000 - Sheriff | 100 General Fund | 255.20 |
| 43853 | 11/12/2020 | UniFirst Corporation | 2100 - Facilities Management | 100 General Fund | 141.58 |
| 43854 | 11/12/2020 | United Fire Equipment Company | 1750 - Fleet Management | 109 Fleet Management | 103.03 |
| 43855 | 11/12/2020 | Valley Telephone Cooperative, Inc. | 0960 - Justice Court 6 | 100 General Fund | 283.29 |
| 43856 | 11/12/2020 | Verizon Wireless | 1600 - Finance | 100 General Fund | 14,458.99 |
| 43856 | 11/12/2020 | Verizon Wireless | 3000 - Sheriff | 100 General Fund | 4,535.90 |
| 43857 | 11/12/2020 | W. R. Ryan Company | 1750 - Fleet Management | 109 Fleet Management | 4,972.55 |
| 43858 | 11/12/2020 | Waste Management of Arizona, Inc. | 2100 - Facilities Management | 105 Airport Enterprise | 452.37 |
| 43859 | 11/12/2020 | Watson Chevrolet Inc | 1750 - Fleet Management | 109 Fleet Management | 1,135.56 |
| 43860 | 11/12/2020 | Waxie Sanitary Supply | 2100 - Facilities Management | 100 General Fund | 609.68 |
| 43860 | 11/12/2020 | Waxie Sanitary Supply | 3000 - Sheriff | 100 General Fund | 740.82 |
| 43861 | 11/12/2020 | Westlawn Chapel & Mortuary | 5000 - Health Dept | 100 General Fund | 2,814.50 |
| 43862 | 11/12/2020 | WIST Office Products Co | 0600 - County Attorney | 100 General Fund | 280.39 |
| 43863 | 11/12/2020 | Woodward, Robert | 0400 - Recorder | 100 General Fund | 1,120.86 |
| 43864 | 11/12/2020 | Zachary Law Group | 0100 - Board of Supervisors | 100 General Fund | 2,050.00 |
| 43865 | 11/12/2020 | Zumar Industries, Inc. | 4010 - Highway Dept Administration | 251 Highway Fund | 14,853.55 |
| 43866 | 11/12/2020 | Cochise County Sheriff's Department | 3000 - Sheriff | 100 General Fund | 1,682.78 |
| 43866 | 11/12/2020 | Cochise County Sheriff's Department | 3000 - Sheriff | 203 Jail Enhancement | 904.00 |
| 43867 | 11/12/2020 | Galyon, Scott | 4010 - Highway Dept Administration | 251 Highway Fund | 100.00 |
| 43868 | 11/12/2020 | Gerow, Marcus | 3000 - Sheriff | 100 General Fund | 700.00 |
| 43869 | 11/12/2020 | Lopez, Victoria | 0400 - Recorder | 100 General Fund | 1,947.74 |
| 43870 | 11/12/2020 | Mariposa Community Health Center | 5000 - Health Dept | 100 General Fund | 355.00 |
| 43871 | 11/12/2020 | Trachtman, Sean | 1800 - IT/Communications | 100 General Fund | 1,066.00 |
| 43872 | 11/12/2020 | US District Court, Western District of Missouri | 0600 - County Attorney | 124 Attrny Anti-Racketeering | 35.70 |
| 43873 | 11/12/2020 | Andrade, Michael | 0950 - Justice Court 5 | 100 General Fund | 146.18 |
| 43874 | 11/12/2020 | Bonilla, Veronica Rubio | 0950 - Justice Court 5 | 100 General Fund | 66.00 |
| 43875 | 11/12/2020 | Circle K Store | 0950 - Justice Court 5 | 100 General Fund | 6.00 |
| 43876 | 11/12/2020 | Cochise County Clerk of Superior Court | 0920 - Justice Court 2 | 100 General Fund | 10,000.00 |
| 43877 | 11/12/2020 | Petra Cornel | 0950 - Justice Court 5 | 100 General Fund | 100.00 |
| 43878 | 11/12/2020 | Dianna Fischer | 0950 - Justice Court 5 | 100 General Fund | 200.00 |
| 43879 | 11/12/2020 | Jose Garcia | 0920 - Justice Court 2 | 100 General Fund | 129.45 |
| 43880 | 11/12/2020 | Arturo Z. Noriega | 0920 - Justice Court 2 | 100 General Fund | 11.51 |
| 43881 | 11/12/2020 | Lisa Georgene Outland | 0920 - Justice Court 2 | 100 General Fund | 168.07 |
| 43882 | 11/12/2020 | Steven Rojas | 0920 - Justice Court 2 | 100 General Fund | 21.01 |
| 43883 | 11/12/2020 | Ruby, James | 0950 - Justice Court 5 | 100 General Fund | 200.00 |
| 43884 | 11/12/2020 | Target | 0950 - Justice Court 5 | 100 General Fund | 205.88 |
| 43885 | 11/12/2020 | Lisa Thompson | 0950 - Justice Court 5 | 100 General Fund | 200.00 |
| 43886 | 11/12/2020 | US Bureau of Land Management | 0950 - Justice Court 5 | 100 General Fund | 100.00 |

**Consent 13.**

**Regular Board of Supervisors Meeting** **Health & Social Services**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Approval of Title 36 Contract Extension CHSS / CVMC | | | |
| **Submitted By:** | Gabriel Lavine, Emergency Services | | |
| **Department:** | Emergency Services | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Gabe Lavine | **TITLE of PRESENTER:** | Director Emergency Management |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | |

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve Amendment Two and extend the Provider Contract for Title 36 Mental Health Services Agreement between Cochise County and Canyon Vista Medical Center, for a term of two years, beginning April 22, 2020 and ending on April 22, 2022.

**Background:**

Cochise County currently contracts with Canyon Vista Medical Center as one of the available providers for Title 36 services. The current agreement has expired, and all parties wish to renew with no changes made at this time.

**Department's Next Steps (if approved):**

Renew agreement and provide copies of updated agreement to all parties.

**Impact of NOT Approving/Alternatives:**

The County will not have a written agreement with a valuable partner in providing mental health services to the community.

**To BOS Staff: Document Disposition/Follow-Up:**

Sign approval for extension of agreement between parties. Return copies to Director Alicia Thompson.

---

**Budget Information**

*Information about available funds*

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

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

**Account Code(s) for Available Funds 1:**

**Fund Transfers**

**Fiscal Impact & Funding Sources (if known):**

This contract supports the expenditure of existing general fund budget.

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**Attachments**

Amendment 2

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**AMENDMENT #2**
**to**
**PROVIDER CONTRACT TITLE 36 MENTAL HEALTH SERVICES**
**BETWEEN COCHISE COUNTY AND**
**SIERRA VISTA REGIONAL HEALTH CENTER/**
**CANYON VISTA MEDICAL CENTER**

Cochise County ("County") and RCHP-Sierra Vista, Inc., d/b/a Sierra Vista Regional Healthcare Center/Canyon Vista Medical Center ("Provider"), an Arizona for profit corporation authorized to do business in Arizona, hereby agree to amend the following:

1. Article 1, paragraph 1, "Term" of the above stated agreement to extend the expiration date to April 22, 2022, pursuant to Article 7.

2. Article 3, paragraph 3.2, "Reimbursement" of the above stated agreement to read that reimbursement for services shall be invoiced and payable on a monthly basis to: Jennifer Lakosil, Interim Director of Cochise Health & Social Services, 1415 Melody Lane, Bldg. A, Bisbee, AZ 85603.

3. Article 5, paragraph 5. b., "Notices" to read that Notices to the County shall be addressed and mailed to Jennifer Lakosil, Interim Director of Cochise Health & Social Services, 1415 Melody Lane, Bldg. A, Bisbee, AZ 85603.

**IN WITNESS WHEREOF**, the Parties have authorized the designated officials indicated below to execute this agreement indicating their respective approval.

**COCHISE COUNTY BOARD OF SUPERVISORS:**

_____

**THOMAS E. BORER** Date
Chairman

**CANYON VISTA MEDICAL CENTER:**

_____

**BOB BARRETT** Date
Division Chief Financial Officer

**COCHISE COUNTY HEALTH**
**AND SOCIAL SERVICES:**

_____

**JENNIFER LAKOSIL** Date
Interim Director

**ATTEST:**

_____
**KIM LEMONS, CPCC**
Clerk of the Board

**APPROVED AS TO FORM:**

_____
**SARA L. DENT**
Deputy County Attorney, Cochise County

**Consent 14.**

| | | | |
|---|---|---|---|
| **Regular Board of Supervisors Meeting** | | **Information Technologies** | |
| **Meeting Date:** | 11/17/2020 | | |
| Renewal San Bernardino R/W No. 18-105186-00 | | | |
| **Submitted By:** | Tatiana Rodriguez, Information Technology | | |
| **Department:** | Information Technology | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Joe Casey | **TITLE of PRESENTER:** | Chief Information Officer |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | |

## Information

**Agenda Item Text:**

Approve renewal of right-of-way Lease No. 18-105186-00 for service road access to the San Bernardino radio tower between Cochise County and the Arizona State Land Department, effective August 31, 2020 through August 30, 2030.

**Background:**

Cochise County maintains a right of way agreement with the Arizona Land Lease Department for service road access to the San Bernardino radio tower site. This agenda item is a standard 10-year renewal of the agreement.

**Department's Next Steps (if approved):**

Upon approval and signature of both original documents, the documents will be submitted to the Arizona State Land Department along with a proof of insurance certificate.

**Impact of NOT Approving/Alternatives:**

If not approved, the County will lose road access to the San Bernardino radio tower and it will affect our radio coverage County Wide.

**To BOS Staff: Document Disposition/Follow-Up:**

Please call Tatiana Rodriguez at 520-432-8321 to pick up the documents as soon as the originals are signed. We need to get the packets to the State before the end of the month.

## Attachments

Lease 18-105186

# STATE LAND DEPARTMENT
# STATE OF ARIZONA

## Right of Way

R/W No. 18-105186-00

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

COCHISE COUNTY

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

### EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

### ARTICLE 1
### SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

### ARTICLE 2
### TERM

2.1 The term of this Right of Way commences on August 31, 2020 ("Commencement Date"), and expires on August 30, 2030 ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law.

## ARTICLE 3
## RENT

**3.1 Rental is due in advance for the term of this Right of Way document.**

**3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.**

**3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.**

## ARTICLE 4
## PURPOSE AND USE OF SUBJECT LAND

**4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:**

**Service road**

**4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.**

**4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.**

**4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.**

**4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.**

**4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.**

**4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.**

**4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.**

**4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.**

**4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.**

## ARTICLE 5
## CONFORMITY TO LAW

**5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.**

## ARTICLE 6
## CANCELLATION, TERMINATION AND ABANDONMENT

**6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.**

**6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.**

**6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.**

## ARTICLE 7
## INDEMNITY

**7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.**

**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 attorneys' 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 fault of the indemnitor, its officers, officials, agents, employees, or volunteers.**

## ARTICLE 8
## RESERVATIONS; RELINQUISHMENTS

**8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.**

**8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.**

**8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.**

## ARTICLE 9
## LOCATION, CONSTRUCTION AND MAINTENANCE

**9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.**

**9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.**

## ARTICLE 10
## NATIVE PLANTS AND CULTURAL RESOURCES

**10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.**

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

## ARTICLE 11
## GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

## ARTICLE 12
## MISCELLANEOUS

**12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.**

**12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.**

**12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.**

**12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.**

**12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.**

**12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.**

**12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.**

**12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.**

**12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).**

# ADDITIONAL CONDITIONS



**These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.**

## 1. LEGAL DESCRIPTION, RENT AND PURPOSE

**1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.**

**1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.**

## 2. CONSTRUCTION, MAINTENANCE AND OPERATION

**2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.**

**2.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.**

**2.3 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.**

**2.4 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.**

**2.5 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.**

**2.6 All equipment shall be removed from the site within seven (7) days of project completion.**

**2.7 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.**

**2.8 For construction after August 30, 2020: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.**

**2.9 For ground disturbance after August 30, 2020: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.**

**2.10 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.**

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any

**questions, and provide such reports and confirming information as Grantor may reasonably request.**

**3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.**

**3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.**

**3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.**

**3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and**

**liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.**

**3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.**

**3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.**

**3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.**

## 4. CULTURAL RESOURCES AND NATIVE PLANTS

**4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.**

**4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or submit a plan for data recovery. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.**

**4.3 If, following receipt of Arizona State Land Department Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the Grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and the Arizona State Land Department Cultural Resources Section Manager.**

**4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).**

**4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.**

**4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.**

**4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.**

**4.8 Grantee shall only remove protected plants when specifically authorized to do so and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.**

**4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.**

**4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.**

**4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.**

**4.11 Grantee shall salvage or replant cactus and other protected plants.**

**4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.**

## 5. SERVICE / ACCESS ROADS

**5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.**

**5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.**

**5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.**

**5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.**

**5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.**

**5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.**

**5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.**

## 6. EXISTING LESSEES

**6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.**

**6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.**

**6.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.**

**6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.**

**6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance and inquire as to the presence/absence of livestock.**

## 7. MISCELLANEOUS

**7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.**

**7.2 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.**

**7.3 No altering of existing drainages or drainage structures is authorized under this instrument.**

**7.4 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.**

**7.5 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:**

> **"Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period."**

**7.6 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.**

**8. EXHIBITS**

**8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:**

| | |
|---|---|
| **EXHIBIT A** | **Legal Description and/or Visual Depiction of Right of Way** |
| **EXHIBIT B** | **Insurance Rider** |

***[Signature on following page]***

**BY SIGNATURE BELOW, ALL TERMS ARE AGREED TO AND ACCEPTED BY GRANTEE**

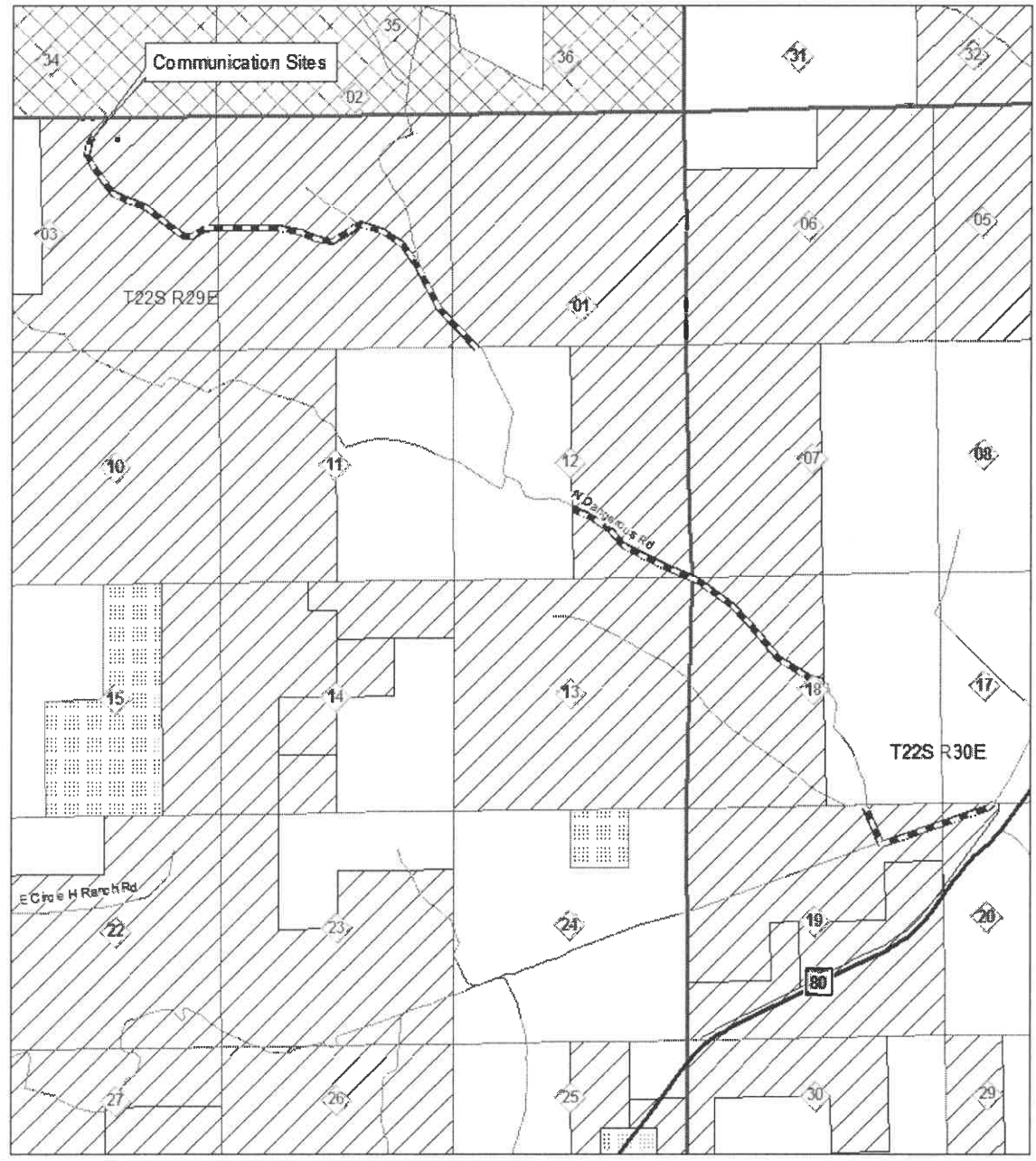
**By:** _____

**Title:** _____

**Date:** _____

*[Remainder of this page left blank intentionally]*

## EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY




**Legend**

18-105186-00-100 County of Cochise Subject

**Land Ownership**

- Bureau of Land Management
- US Forest Service
- Private
- State Trust

N
W E
S

**Township 22 South**
**Range 29 East; 30 East**
**Sections 1, 2, 3, 12; 7, 18, 19, 20**
**Cochise County**
**Arizona**

## EXHIBIT B

## INSURANCE RIDER TO STATE LAND DEPARTMENT

**This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.**

**R-1 Indemnity. 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.**

**In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.**

**R-2 *Insurance Requirements* for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.**

**A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.**

**1. Commercial General Liability - Occurrence Form.**

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

| | |
|---|---|
| **General Aggregate:** | **$2,000,000.00** |
| **Products-Completed Operations Aggregate:** | **$1,000,000.00** |
| **Personal and Advertising Injury:** | **$1,000,000.00** |
| **Each Occurrence:** | **$1,000,000.00** |
| **Blanket Contractual Liability-Written and Oral:** | **$1,000,000.00** |
| **Damage to Rented Premises:** | **$ 50,000.00** |
| **Each Occurrence** | **$1,000,000.00** |

**The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.**

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

**2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.**

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

**a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.**

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

**c. Policy shall contain a severability of interest provision.**

**IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

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

| | |
|---|---|
| **Workers' Compensation** | **Statutory** |
| **Employers' Liability** | |
| **Each Accident** | **$ 500,000** |
| **Disease – Each Employee** | **$ 500,000** |
| **Disease – Policy Limit** | **$1,000,000** |

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

**b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.**

**GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.**

**B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:**

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

**2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed**

**under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.**

**C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.**

**D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly 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 or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.**

**E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.**

**All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.**

**All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.**

**F. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.**

**G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of**

**Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.**

**H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.**

## APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 19 October 2020
RUN TIME: 14:59 PM
PAGE: 1

KE-LEASE# 018-105186-00-100 APPTYPE: RENEWAL
AMENDMENT#: 0

| LAND# | LEGAL DESCRIPTION | AUS | ACREAGE |
|---|---|---|---|
| 22.0-S-29.0-E-01-02-046-9003 | M&B THRU W2SW | 0.00 | 0.160 |
| 22.0-S-29.0-E-02-02-030-9003 | M&B THRU S2S2N2 NESE | 0.00 | 1.550 |
| 22.0-S-29.0-E-03-02-031-9004 | M&B THRU LOT 2 S2NE | 0.00 | 0.660 |
| 22.0-S-29.0-E-12-02-046-9003 | M&B THRU SE | 0.00 | 0.740 |
| 22.0-S-30.0-E-07-02-046-9002 | M&B THRU SWSWSWSW | 0.00 | 0.100 |
| 22.0-S-30.0-E-18-02-046-9003 | M&B THRU LOTS 1 2 SENW | 0.00 | 0.980 |
| 22.0-S-30.0-E-19-02-012-9006 | M&B THRU N2NE | 0.00 | 0.780 |
| 22.0-S-30.0-E-20-02-053-9005 | M&B THRU N2NWNW | 0.00 | 0.300 |
| | TOTALS | 0.00 | 5.270 |

**IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.**

**STATE OF ARIZONA, GRANTOR**
**Arizona State Land Commissioner**

**By:** _____
**Date**

**(SEAL)**

**COCHISE COUNTY**
**GRANTEE**

_____
**Authorized Signature** **Date**

_____
**Printed Name** **Title**

_____
**Address**

_____
**City** **State** **Zip**

# GRANTEE'S CERTIFICATE OF CONSTRUCTION

**RIGHT OF WAY NUMBER:** _____

**NAME OF GRANTEE:** _____

**DATE ISSUED:** _____

**PERMITTED USE:** _____

**LAND DEPARTMENT ADMINISTRATOR:** _____

**DATE CONSTRUCTION STARTED:** _____

**DATE CONSTRUCTION COMPLETED:** _____

**I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.**

_____ _____

**Grantee's Signature** **Date**

**Title** _____

**Return To:** **Arizona State Land Department**
**R/W Section**
**1616 W. Adams Street**
**Phoenix, AZ 85007**

**Consent 15.**

**Regular Board of Supervisors Meeting** **Legal Advocate**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Resolution IDC Offices to accept court appointment to proceedings | | | |
| **Submitted By:** | Delores Putnam, Public Defender | | |
| **Department:** | Public Defender | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 1 |
| **NAME of PRESENTER:** | Sara Xochitl Orozco | **TITLE of PRESENTER:** | Legal Advocate |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | 11-584 |

## Information

**Agenda Item Text:**

Adopt Resolution 20-20 authorizing the Public Defender, Legal Advocate and Legal Defender Departments to accept court appointment to represent indigent defendants at proceedings authorized by ARS 11-584 and 11-584(10).

**Background:**

Public Defender Offices are authorized pursuant to ARS 11-584 and 11-584(10) to accept appointments from the superior court to represent indigent defendants in certain proceedings specified in the statute as well as other proceeding or circumstances in which the Board of Supervisors has given approval and notified the presiding judge of the county that the office is authorized to accept those appointments. Over the years the Public Defender has gone to the Board of Supervisors to expand the types of cases that the office can accept. This resolution is to clarify and/or expand authorization by the Board to all three indigent defense offices to accept appointment to all proceedings or circumstances in which a party is entitled to counsel as a matter of law as specified in the statute and to advise the presiding judge of the county of that authorization.

**Department's Next Steps (if approved):**

n/a

**Impact of NOT Approving/Alternatives:**

Proceedings that could be assigned to the Public Defender, Legal Advocate or Legal Defender will be assigned by the courts to private attorneys at county expense.

**To BOS Staff: Document Disposition/Follow-Up:**

Advise Presiding Judge Conlogue, Interim Public Defender Patricia Leon-Enriquez, Legal Advocate Sara Xochitl Orozco, and Legal Defender Sara Dent via e-mail of the Board's authorization approval.

## Attachments

ARS 11-584

11-584. Public defender; duties; reimbursement

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

1. Offenses triable in the superior court or justice courts at all stages of the proceedings, including the preliminary examination.

2. Extradition hearings.

3. Mental disorder hearings only if appointed by the court under title 36, chapter 5.

4. Involuntary commitment hearings held pursuant to title 36, chapter 18, only if appointed by the court.

5. Involuntary commitment hearings held pursuant to title 36, chapter 37, if appointed by the court as provided in section 36-3704, subsection C and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments.

6. Juvenile delinquency and incorrigibility proceedings only if appointed by the court under section 8-221.

7. Appeals to a higher court or courts.

8. All juvenile proceedings other than delinquency and incorrigibility proceedings under paragraph 6 of this subsection, including serving as a guardian ad litem, if appointed by the court pursuant to section 8-221 and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments.

9. All mental health hearings regarding release recommendations held before the psychiatric security review board pursuant to section 13-3994, if appointed by the court as provided in section 31-502, subsection A, paragraph 8 and the board of supervisors has advised the presiding judge of the superior court in the county that the public defender is authorized to accept these appointments.

10. As attorneys in any other proceeding or circumstance in which a party is entitled to counsel as a matter of law if the court appoints the public defender and the board of supervisors has advised the presiding judge of the county that the public defender is authorized to accept these appointments as specified.

B. The public defender shall perform the following duties:

1. Keep a record of all services rendered by the public defender in that capacity and file with the board of supervisors an annual report of those services.

2. By December 1 of each year, file with the presiding judge of the superior court, the chief probation officer and the board of supervisors an annual report on the average cost of defending a felony case.

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

1. Order an indigent administrative assessment of not more than twenty-five dollars.

2. Order an administrative assessment fee of not more than twenty-five dollars to be paid by the juvenile or the juvenile's parent or guardian.

3. Require that the defendant, including a defendant who is placed on probation, a juvenile, a parent or any other party who is appointed counsel under subsection A of this section repay to the county a reasonable amount to reimburse the county for the cost of the person's legal services. Reimbursement for legal services in a delinquency, dependency or termination proceeding shall be ordered pursuant to section 8-221. Reimbursement for

**legal services in a guardianship or conservatorship proceeding shall be ordered pursuant to section 14-5414.**

**D. In determining the amount and method of payment the court shall take into account the financial resources of the defendant and the nature of the burden that the payment will impose.**

**E. Assessments collected pursuant to subsection C of this section shall be paid into the county general fund in the account designed for use solely by the public defender and court appointed counsel to defray the costs of public defenders and court appointed counsel. The assessments shall supplement, not supplant, funding provided by counties for public defense, legal defense and contract indigent defense counsel in each county.**

**RESOLUTION NO. ____**

**A RESOLUTION OF THE BOARD OF SUPERVISORS AUTHORIZING THE PUBLIC DEFENDER, OFFICE OF LEGAL ADVOCATE AND LEGAL DEFENDER TO ACCEPT APPOINTMENTS FROM THE COCHISE COUNTY SUPERIOR COURT TO REPRESENT INDIGENT DEFENDANTS AT PROCEEDINGS AUTHORIZED BY A.R.S. 11-584(10).**

**WHEREAS**, the Board of Supervisors endeavors to keep the cost of providing legal representation of indigent persons either charged with criminal offenses or requiring counsel in other proceedings to a minimum cost for county taxpayers, while also adequately providing effective representation in any such proceedings, and

**WHEREAS**, the Public Defender Statute A.R.S. 11-584 and A.R.S. 11-584(10) explicitly provides for the duties of the public defenders of the state, and provides that among those duties the public defender may provide representation of indigent persons;

> *in any other proceeding or circumstance in which a party is entitled to counsel as a matter of law if the court appoints the Public Defender and the Board of Supervisors has advised the Presiding Judge of the County that the Public Defender is authorized to accept these appointments as specified.*

**WHEREAS**, it is believed that the cost of said representation can be handled most efficiently and effectively by the Cochise County Public Defender, Office of the Legal Advocate and/or the Legal Defender and if the office is available for such appointments absent a conflict of interest in a specific case:

**NOW, THEREFORE, BE IT RESOLVED** that the Cochise County Public Defender, Office of the Legal Advocate and Legal Defender are authorized to accept appointments from the Cochise County Superior Court to represent indigent defendants in the following proceedings:

A. Any type of case listed in A.R.S. 11-584

1. Offenses triable in the superior court or justice courts at all stages of the proceedings, including the preliminary examination.

2. Extradition hearings.

3. Mental Disorder hearings only if appointed by the court under Title 36, Chapter 5.

4. Involuntary commitment hearings held pursuant to Title 36, Chapter 18, only if appointed by the court.

5. Involuntary commitment hearings held pursuant to Title 36, Chapter 37, if appointed by the court as provided in Section 36-3704, Subsection C and the Board of Supervisors has advised the Presiding Judge of the County that the Public Defender is authorized to accept these appointments.

6. Juvenile delinquency and incorrigibility proceedings only if appointed by the Court under Section 8-221.

7. Appeals to a higher Court or Courts.

8. All juvenile proceedings other than delinquency and incorrigibility proceedings under Paragraph 6 of this Subsection, including serving as a *Guardian Ad Litem*, if appointed by the Court pursuant to Section 8-221 and the Board of Supervisors has advised the Presiding Judge of the County that the Public Defender is authorized to accept these appointments.

9. All mental health hearings regarding release recommendations held before the Psychiatric Security Review Board pursuant to Section 13-3994, if appointed by the Court as provided in Section 31-502, Subsection A, Paragraph 8 and the Board of Supervisors has advised the Presiding Judge of the Superior Court in the County that the Public Defender is authorized to accept these appointments.

10. As attorneys in any other proceeding or circumstance in which a party is entitled to counsel as a matter of law if the Court appoints the Public Defender and the Board of Supervisors has advised the Presiding Judge of the County that the Public Defender is authorized to accept these appointments as specified.

B. Mental Health hearings regarding release recommendations held before the Psychiatric Security Review Board.

C. *Guardian ad litem* cases pursuant to A.R.S. 12-2451 (emancipation), Guardianship cases pursuant to A.R.S. 14-5602 (when requested by the Public Fiduciary in a Guardianship or Conservatorship).

D. Diversion programs, not limited to but including, GRACe, Diversion, Drug Courts and Mental Health Court.

E. Sexually Violent Persons pursuant to A.R.S. 36-3701.

**APPROVED** by the Board of Supervisors of Cochise County, Arizona, this ____ day of November 2020.

_____
Thomas E. Borer, Chairman
Cochise County Board of Supervisors

**ATTEST:**

_____
Kim A. Lemons, CPCC
Clerk of the Board

**APPROVED AS TO FORM:**

Britt Hanson
_____
Britt W. Hanson, Of Counsel
Cochise County Attorney

**Public Hearings 16.**

**Regular Board of Supervisors Meeting** **Development Services**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Z-20-10 (Chance Mine) | | | |
| **Submitted By:** | Robert Kirschmann, Development Services | | |
| **Department:** | Development Services | | |
| **Presentation:** | PowerPoint | **Recommendation:** | Disapprove |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Robert Kirschmann | **TITLE of PRESENTER:** | Planner II |
| **Mandated Function?:** | Not Mandated | **Source of Mandate or Basis for Support?:** | |
| **Docket Number (If applicable):** | Z-20-10 (Chance Mine) | | |

**Information**

**Agenda Item Text:**

Adopt Zoning Ordinance 20-14 amending certain Zoning district boundaries from RU-4 (Rural, one dwelling per four acres) to RU-2 (Rural, one dwelling per two acres), pursuant to the application of Mr. and Mrs. Jennings, Mr. Hawkins and Mr. and Mrs. Hernandez.

**Background:**

The Applicants are requesting a Rezoning from RU-4 (Rural, one dwelling per four acres) to RU-2 (Rural, one dwelling per two acres) on four separate parcels. No new lots will be created as a result of the proposed rezoning.

The subject properties are located off Charleston Road near milepost 14 and includes the following parcels: 609-05-020C (1627 S Charleston Road), 609-05-020F, (no address), 609-05-020J (1641 S Charleston Road), and 609-05-020K (1633 S Charleston Road). The Applicants are Mr. and Mrs. Jennings, Mr. Hawkins and Mr. and Mrs. Hernandez.

**Department's Next Steps (if approved):**

The Zoning Ordinance will be recorded.

**Impact of NOT Approving/Alternatives:**

The parcels will remain RU-4. No new permits will be issued for any of the lots included in this rezoning.

**To BOS Staff: Document Disposition/Follow-Up:**

Please record the Zoning Ordinance and return a copy to my attention (Robert Kirschmann, Development Services.) Thank you,

**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**

BOS Report
Planning Commission Report
Application and Site Plan
Public Comments
Zoning Ordinance
Exhibit A
PowerPoint

# Cochise County
## Community Development
**Planning, Zoning and Building Safety Division**

***Public Programs...Personal Service***

www.cochise.az.gov


**MEMORANDUM**

**TO**: Cochise County Board of Supervisors
**THROUGH**: Richard G. Karwaczka, County Administrator
**FROM**: Robert Kirschmann, Planner II
**FOR**: Daniel Coxworth, AICP, Planning Director
**SUBJECT**: Docket Z-20-10 (Chance Mine)
**DATE**: November 5, 2020 for the November 17, 2020 meeting

**APPLICATION FOR A REZONING**

The Applicants, Mr. and Mrs. Jennings, Mr. Hawkins and Mr. and Mrs. Hernandez request a rezoning from RU-4 (Rural, one dwelling per 4 acres) to RU-2 (Rural, one dwelling per 2 acres). The subject properties are located off Charleston Road near mile post 14 and includes the following parcels: 609-05-020C (1627 S Charleston Road), 609-05-020F, (no address), 609-05-020J (1641 S Charleston Road), and 609-05-020K (1633 S Charleston Road).

On Wednesday, October 14, 2020, the Cochise County Planning and Zoning Commission (Commission) voted 5-2-1 to recommend denial of rezoning Z-20-10 to the Board of Supervisors.

The Rezoning Application requests to change the zoning from RU-4 (Rural, one dwelling per four acres) to RU-2 (Rural, one dwelling per 2 acres) on four separate parcels. No new lots will be created as a result of the proposed rezoning. The request is dur to the four lots being split into nonconforming 2 acre parcels.

The complete Planning Commission packet is included for additional detailed review and analysis.


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

# Cochise County

## Development Services

*Public Programs...Personal Service*

www.cochise.az.gov

**MEMORANDUM**

**TO**: Cochise County Planning and Zoning Commission
**FROM**: Robert Kirschmann, Planner II
**FOR**: Daniel Coxworth, AICP, Development Services Director
**SUBJECT**: Docket Z-20-10 (Chance Mine)
**DATE**: October 1, 2020 for the October 14, 2020 Meeting

**APPLICATION FOR A REZONING**

The Applicants are requesting a Rezoning from RU-4 (Rural, one dwelling per four acres) to RU-2 (Rural, one dwelling per 2 acres) on four separate parcels. No new lots will be created as a result of the proposed rezoning.

The subject properties are located off Charleston Road near mile post 14 and includes the following parcels: 609-05-020C (1627 S Charleston Road), 609-05-020F, (no address), 609-05-020J (1641 S Charleston Road), and 609-05-020K (1633 S Charleston Road). The Applicants are Mr. and Mrs. Jennings, Mr. Hawkins and Mr. and Mrs. Hernandez.

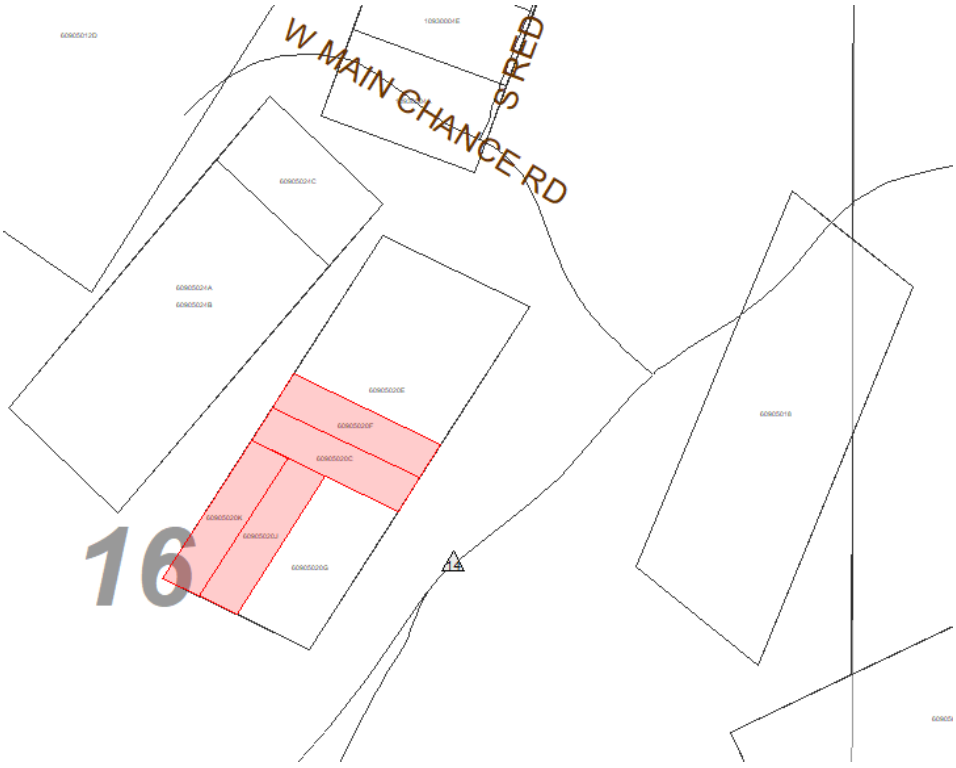
**I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES**

| | |
|---|---|
| Parcel Size: | 8.15 acres |
| Current Zoning: | RU-4 (Rural; one dwelling per 4 acres) |
| Proposed Zoning: | RU-2 (Rural; one dwelling per 2 acres) |
| Growth Area: | D – Rural Areas |
| Plan Designation: | Rural |
| Area Plan: | None |
| Existing Uses: | Three (3) lots have single family homes, one (1) lot is vacant |
| Proposed Uses: | legalize the three (3) existing Single Family Residences and allow one(1) additional |

**Zoning/Use of Surrounding Properties**

| Relation to Subject Parcel | Zoning District | Use of Property |
|---|---|---|
| North | RU-4 | Unpermitted camping/Recreational Vehicle Park |
| South | RU-4 | Vacant State Land |
| East | RU-4 | Vacant State Land/private land |
| West | RU-4 | Vacant State Land/private land |

**Planning, Zoning and Building Safety**
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
planningandzoning@cochise.az.gov




## II. PARCEL HISTORY

The parcel history for the parcels is extensive and confusing.

After extensive discussion with the assessor's office it has been determined that there has been a series of lot splits conducted on the parent parcels over the reecentyears. All of the splits have taken place since zoning has been adopted. The most recent being in 2018 when parcels J and K were created, making the parcels, and homes on them non-conforming. The applicant, Mr. Jennings maintains that he was under the impression that Arizona Revised Statue(ARS), 11-812 exempted him from the Subdivision rules due the mining claim. ARS 11-812.A.2 says: *Nothing contained in any ordinance authorized by this chapter shall:… Prevent, restrict or otherwise regulate the use or occupation of land or improvements for railroad,* ***mining,*** *metallurgical, grazing or general agricultural purposes, if the tract concerned is five or more contiguous commercial acres…*

In the late 90s, early 2000s the todays parcels (J and K) were part of a parcel that was approximately 8 acres. Both the Single-family home barn/apartment combo and manufactured home had permits applied for and approved. Following that, the lots were split placing these homes on lots that were too small for the zoning district. The one parcel was subsequently sold. Below is a chart summarizing the permit histories.

| Date | Permit # | Parcel # | Lot size | Use proposed | Square footage |
|---|---|---|---|---|---|
| 1993 | None located | 609-05-020F | NA | Assessor picks up manufactured home, shed, no permit located | 1344 |
| 7/22/93 | 93077B | 609-05-020 B/D | 8.3 +/- | SFR-Barn, APT Combo- Temp RV | 1176 |
| 5/18/98 | 980466 | 609-05-020B/D | 8 | Manufacture Home | 1456 |
| 6/29/01 | 010617 | 609-050-020 B/D | 8 | Renewal MH Permit | 1456 |
| 8/10/10 | 100717 | 609-05-020H | Not provided | Power for water tanks | NA |
| 01/04/12 | 11-268 | 609-05-020H | 4.17 | Metal carport | 373 |
| 03/05/20 | 20-0326 | 609-05-020J | Not provided | Electric upgrade for MH | |

## III. NATURE OF REQUEST

The Applicants are requesting to amend the zoning of their parcels from RU-4 to RU-2. The lots have been split multiple times in recent years, ending with today's configuration of four non-conforming lots.

## IV. ANALYSIS OF IMPACTS

### Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "D" Rural Area. The Comprehensive Plan allows for rezoning to RU-2.

### Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Thirteen of the criteria are applicable to this request. Ten criteria are met as presented and three do not comply.

**1. Provides an Adequate Land Use/Concept Plan: Complies**

No site plan has been provided because three of the four lots requesting the rezoning are already developed.

**2. Compliance with Applicable Site Development Standards: Does not comply**

The parcels as they occur today to do not comply with the minimum lot size of four acres. This is why the rezoning has been requested. The current parcel configuration, and non-conforming status is a direct result of property owners splitting the parcels without verifying their zoning. Today, this would be caught by the Minor Land Division application.

**3. Adjacent Districts Remain Capable of Development: Complies**

The surrounding lots remain capable of development. In fact, this could set a precedents in for the surrounding lots. The parcel to the north (609-050-020E) already appears to have an illegal Recreational vehicle park in process.

**4. Limitation on Creation of Nonconforming Uses: Complies**

The proposed rezoning will remedy the nonconforming lot size. No new nonconforming issues are expected.

**5.Compatibility with Existing Development: Complies**

As previously stated, the three residences exist and have so for twenty years. There have not been any compatibility issues raised in that time.

**6. Rezoning to More Intense Districts: Complies**

If the vacant properties to the north or south were to request rezoning, this could establish a precedence. Increasing the density could add some additional impacts to the neighborhood, such as the commercial business located on Main Chance Road. The proposed rezoning is concentrated in a small portion of a mining claim, surrounded by silvers of State Land. The State Land will provide an approximately 200 foot buffer to the west and Charleston Road.

**7. Adequate Services and Infrastructure: Complies**

The parcels have been existing for approximately 20 years and have existing utilities and access.

**8. Traffic Circulation Criteria**: **Complies**

This rezoning request will not alter the layout or function of the existing roadway network and will not require right-of-way dedication. Again, the three residences have existed for 20 years. The possibility of one additional home will not result in substantial increase in traffic.

**9. Development Along Major Streets**: **Complies**

The parcels access the site via a driveway on Charleston Road or Chane Mine Road. No new driveways are proposed or required for the rezoning request.

**10. Infill**: **Not Applicable**

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

**11. Unique Topographic Features: Complies**

There is topography on and accent to the rezoning. Three lots have already been developed. Should the rezoning be approved, the fourth lot also has buildable areas on it.

**12. Water Conservation: Complies**

The lot and homes on three of the four lots are existing. One additional home will not add a significant burden to the water. Potential rezonings in the future if request) may have to provide additional information.

**13. Public Input: Does not comply**

Staff posted the property on October 1, 2020 and published a legal notice in the Herald/Review September 20, 2020. Four responses in opposition were received and none in support. The opposition citied the rural character, increase in density, the large number of stub outs on the parcel to the north.

**14. Hazardous Materials: Not Applicable**

No hazardous materials are proposed.

**15. Compliance with Area Plan, Master Development Plan or Comprehensive plan policies: Does not Comply**

The parcels are not located within an area plan. The comprehensive plan is designated as Rural and allows for rezonings to RU-2. However, Section 102, Goal 3, policy g of the Comprehensive Plan states *Small, isolated rezonings, also known as "spot zonings," should be discouraged.*

## V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received four responses in opposition which are included in the packet.

## VI. SUMMARY AND CONCLUSION

The request is for a downzoning, from RU-4 (Rural; one dwelling per four acres), to RU-2 (Rural; one dwelling per two acres) on four parcels totaling 8.15 acres outside of Tombstone. Staff is recommending denial of the request due to the spot zoning of the request, public opposition, character of the area and the non-conforming lots are the result of the applicant splitting the properties.

**Factors in Favor of Approval**

1. The request complies with ten the applicable Rezoning factors used by Staff to analyze this request;

2. The request would remove the non-conforming status of three residential homes and would allow future improvements and expansions.

**Factors Against Approval**

1. Four letters in opposition were received;
2. The request is a spot zoning;
3. The request would be out of character with the surrounding area;
4. The parcels were created illegally after 1975.
5. The request does not comply with two factor.

## VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from RU-4 (Rural; one dwelling per four acres), to RU-2 (Rural; one dwelling per two acres) on four parcels totaling 8.15 acres outside of Tombstone to the Board of Supervisors with a recommendation of denial. Should the Commission determine to recommend approval, the following Conditions should be included.:

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

# Cochise County
## Community Development
### Planning, Zoning and Building Safety Division

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

## COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: Russell L. Jennings
2. Mailing Address: P.O. Box 44

| Tombstone | Az | 85638 |
|---|---|---|
| City | State | Zip Code |

3. Telephone Number of Applicant: 520-335-7538
4. Telephone Number of Contact Person if Different: SAME
5. Email Address: russjenn@msn.com
6. Assessor's Tax Parcel Number: 409-050-20J (Can be obtained from your County property tax statement)
7. Applicant is (check one):
   - Sole owner: X
   - Joint Owner: _____ (See number 8)
   - Designated Agent of Owner: X
   - If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
   - List attached (if applicable): see attachment
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:


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

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

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

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
   - Copy of deed of ownership: ✓
   - Copy of title report: _____
   - Copy of tax notice: _____
   - Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?
    - Yes _____ No X

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

12. Is more than one parcel contained within the area to be rezoned? Yes X No ☐
    - If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: RU-4

14. Indicate proposed Zoning District for Property: RU-2

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

15. Comprehensive Plan Category: D - rural (A County planner can provide this information.)

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

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

17. Describe all structures already existing on the property: residential Homes & Supporting Buildings

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: Residential single Family Homes

19. Are there any deed restrictions or private covenants in effect for this property?
    - No X Yes _____
    - If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____

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

20. Which streets or easements will be used for traffic entering and exiting the property?
S. Charleston Rd - Road

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

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? None

23. Identify how the following services will be provided:

| Service | Utility Company/Service Provider | Provisions to be made |
|---|---|---|
| Water | existing | |
| Sewer/Septic | existing | |
| Electricity | existing Sulfur Springs | |
| Natural Gas | None | |
| Telephone | Cell phone | |
| Fire Protection | County Fire District | |

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

See Attachment

25. AFFIDAVIT

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

Applicant's Signature: Russell L Jump

Date: 8/21/20

**CONSENT SIGNATURE FORM**

Our request for rezoning from R4 to R2 is to bring us in to conformity with zoning regs and allows us the ability to utilize our property in the mannor most advantagious to all of us. All the requested property zone changes are parcels that border each other.

The parcels included are all patented mining claims, thus allowing us to have mining operations and keep our homes seperate.

We respectfully request your approval and Thank You in advance for your time and effort in this matter.

The following parcels are requesting rezoning from R-4 to R-2. Owners of property follows parcels.

Parcel # 60905020J Russell & Carol Jennings

Parcel # 60905020K JDS Trust by trustee StuartE. Hawkins

Parcel # 971231334 Victor and Ginger Hernandez

Parcel # 60905020030 Victor and Ginger Hernandez

To Whom It may concern; March 26, 2020

This to authorize Russ Jennings to rezone only Parcel Numbers 97-12-31-33-4 and 609-05-020-03-0

In the Tombstone Mining district . Russ Jennings will be authorized to rezone these lots . R-4 TO R 2

Victor Hernandez

GINGER HERNANDEZ

SUBSCRIBED AND SWORN
BEFORE ME THIS 27TH DAY MARCH OF 2020

NOTARY PUBLIC

LORENA ROARK
Notary Public - Arizona
Cochise County
Commission # 559876
My Comm. Expires Mar 20, 2023

FEE # 971231334
OFFICIAL RECORDS
COCHISE COUNTY
DATE HOUR
12/03/97 4
REQUEST OF
HERNANDEZ, VICTOR
CHRISTINE RHODES-RECORDER
FEE : 12.00 PAGES : 3

# WARRANTY DEED

Recorded at request of: Victor and Ginger Hernandez
P.O. Box 851
Tombstone, AZ 85638

Effective Date: November 25, 1997

County and State where Real Property is located: Cochise County, Arizona

Grantor: W.W. and Grace E. Grace
8238 East Indian School Road
Scottsdale, AZ 85251

Grantee: Victor and Ginger Hernandez
P.O. Box 851
Tombstone, AZ 85638

Legal Description of Real Property:

South 145.2 feet of the North one-half (1/2) of the following described property:

Chance Patented Lode Mining Claim in the Tombstone Mining District known as Lot No. 187, being shown on Mineral survey No. 794, on file in the Bureau of Land Management, as granted by Patent recorded May 4, 1897, Book 11, Deeds of Mines, at page 550, records of Cochise County, Arizona.

Except all oil, gas and mineral rights.

Transfer And Conveyance:

For valuable consideration, the Grantor, W.W. Grace and Grace E. Grace, husband and wife, grant, bargin and sell to Grantee, Victor Hernandez and Ginger Hernandez, husband and wife, the real property described above which is located in Cochise County, Arizona, together with all rights and privileges appurtenant or to become appurtenant to described real property on the effective date, subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record. The Grantor

JUL 07 1998

# Treasurer's Deed

COUNTY OF COCHISE

STATE OF ARIZONA

GRANTEE VICTOR & GINGER HERNANDEZ,

HUS/WIFE JT/WROS

ADDRESS P.O. BOX 351

TOMBSTONE, AZ 85638

**KNOW ALL MEN BY THESE PRESENTS**, that I **MARSHA BONHAM**, Treasurer of Cochise County, State of Arizona pursuant to law and to the judgment of the Superior Court of Cochise County, State of Arizona/Tax Court of the State of Arizona entered on JUNE 1st, 19 98, in an action numbered CV9800146, entitled VICTOR & GINGER HERNANDEZ, HUS/WIFE JT/WROS, Plaintiffs vs. B & C MINING, LTD, ETC..., Defendant, in consideration of the amount paid to the treasurer at the sale in the above entitled action foreclosed, and in further consideration of the amount of $20.00 dollars, have conveyed and by these presents do convey, unto the said VICTOR & GINGER HERNANDEZ, HUS/WIFE JT/WROS the following described real property located in the County of Cochise, State of Arizona

PARCEL #609-05-020-03-0 CP #88269

THE NORTHERLY 145.00 FEET OF THE SOUTH HALF OF THE CHANCE PATENTED LODE MINING CLAIMS IN THE TOMBSTONE MINING DISTRICT BEING KNOWN AS LOT #187, BEING SHOWN ON MINERAL SURVEY #794 ON FILE IN THE BUREAU OF LAND MANAGEMENT, AS GRANTED BY PATENT RECORDED MAY 4, 1897, BOOK 11, DEED OF MINES, PAGE 550, RECORDS OF COCHISE COUNTY, AZ

**IN WITNESS WHEREOF**, I, **MARSHA BONHAM**, treasurer of the County of Cochise, State of Arizona, by virtue of law, have hereunto set my hand and seal this July 6, 19 98

Marsha Bonham
Treasurer

(Seal)

STATE OF ARIZONA }
County of Cochise } ss:

This instrument was acknowledged before me this 6th day of July, 19 98, by **MARSHA BONHAM**, as Treasurer of the County of Cochise, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed

My Commission will expire June 22, 2000

B GOLDEN SUBREWSTER
Notary Public

980720083

## ACCEPTANCE OF JOINT TENANCY

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common.

Dated this 2 day of July, 19 98.

ACCEPTED AND APPROVED:

x Victor Hernandez
Victor Hernandez Grantees

x Ginger Hernandez
Ginger Hernandez Grantees

This instrument was acknowledged before me
this 2 day of July, 19 98
by Victor and Ginger Hernandez

STATE OF ARIZONA } ss.
County of COCHISE

OFFICIAL SEAL
SHARON K. CARR
Notary Public
Cochise County, Arizona
My Commission Expires
February 27, 2001

(Seal)

Sharon K. Carr
Notary Public

My commission will expire 2-27-2001

This instrument was acknowledged before me
this _____ day of _____, 19 _____
by

STATE OF } ss.
County of

(Seal)

Notary Public

My commission will expire

FEE # 980720083
OFFICIAL RECORDS
COCHISE COUNTY
DATE HOUR
7/07/98 3
REQUEST OF
COCHISE COUNTY TREASURER
CHPISTINE RHODES-RECORDER
FEE : 9.00 PAGES : 2

980720083

warrants the Grantees shall receive good and marketable title to the above described real property subject only to the exceptions set forth in this deed.

Dated: November 25, 1997

Grantor:

W.W. Grace

Grace E. Grace

State of Arizona )
) ss.
County of Maricopa )

On this 25 day of November, 1997, before me a Notary Public, personally appeared W.W. Grace and Grace E. Grace, both either known to me or satisfactorily proven to be the persons whose names are subscribed to this instrument and they acknowledged that they had executed this instrument.

Judi H. Morgan
Notary Public

My commission expires:

May 24, 2000

OFFICIAL SEAL
JUDI H. MORGAN
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 24, 2000

971231334

2009-05786
Page 1 of 4
Requested By: FIDELITY NATIONAL TITLE
Christine Rhodes - Recorder
Cochise County , AZ
03-12-2009 03:03 PM Recording Fee $10.00

**Recorded at the request of:**
Fidelity National Title Agency, Inc.

**When recorded, mail to:**
Russell L. Jennings
Carol E. Jennings
1641 Charleston Road
Tombstone, AZ 85638

Escrow No.: FNT0800147-FT70

Space above this line for Recorder's Use

# WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

Robert M. Clendenning, an unmarried man

does hereby convey to

Russell L. Jennings and Carol E. Jennings, husband and wife

the following real property situated in Cochise County, Arizona:

PARCEL I:

A portion of the Southerly 605.00 feet of THE CHANCE PATENTED LODE MINING CLAIM, Lot No. 187, U.S.M.S. #794, Tombstone Mining District, and granted by Patent recorded May 4, 1987, in Book 11 of Mines, page 550, records of Cochise County, Arizona, said parcel lying within Section 16, Township 20 South, Range 22 East of the Gila and Salt River Base & Meridian, Cochise County, Arizona;

BEGINNING at a 4x4 inch scribed post monument in stone mound for Corner 3 of said Claim;

thence North 32 ° 40' 44" East ( North 32 ° 40' East record), a distance of 605.00 feet along the line of said Claim;

thence South 64 ° 28' 15" East, a distance of 300.25 feet;

thence South 32 ° 40' 43" West, a distance of 605.02 feet;

thence North 64 ° 28' 00" West, a distance of 300.25 feet along the line of said Claim to the Point of Beginning.

PARCEL II:

An easement for ingress, egress and utilities over the northerly 25 feet of the following described property:

That portion of the CHANCE PATENTED LODE MINING CLAIM, Mineral Survey #794, in Section 16, Township 20 South, Range 22 East of the Gila and Salt River Base & Meridian, Cochise County, Arizona;

COMMENCING at corner number 5 of the Chance Mining claim being a found mound of stone and post, from which corner number 3 of the Chance claim being a found mound of stone and post bears North 64 ° 28' 00" West, 600.86 feet said point being the POINT OF BEGINNING;

thence North 64 ° 28' 00" West, a distance of 330.43 feet upon the South line of the Chance Mining Claim to a point;

thence North 32 ° 39' 42" East a distance of 605.00 feet to a point;

thence South 64 ° 28' 15" East, a distance of 300.25 feet to a point on the southerly line of the Chance claim;

thence South 32 ° 38' 40" West, a distance of 605.00 feet upon the Southerly line of the Chance claim to the Point of Beginning.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

The undersigned hereby warrants the title against all persons whomsoever, subject to the matters set forth.

Dated: March 6, 2009

Robert M. Clendenning

**NOTARY ACKNOWLEDGMENT(S) TO WARRANTY DEED**

State of Arizona

County of Pima

The foregoing document was acknowledged before me this 10th day of March 2009,

by Robert M. Clendenning.

(Seal)

Notary Public

OFFICIAL SEAL
M. JOLLY
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. June 1, 2010

Escrow No.: FNT0800147-FT70

# ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

Russell L. Jennings and Carol E. Jennings each state that:

They have offered to purchase the real property situated in Cochise County described as follows:

PARCEL I:

A portion of the Southerly 605.00 feet of THE CHANCE PATENTED LODE MINING CLAIM, Lot No. 187, U.S.M.S. #794, Tombstone Mining District, and granted by Patent recorded May 4, 1987, in Book 11 of Mines, page 550, records of Cochise County, Arizona, said parcel lying within Section 16, Township 20 South, Range 22 East of the Gila and Salt River Base & Meridian, Cochise County, Arizona;

BEGINNING at a 4x4 inch scribed post monument in stone mound for Corner 3 of said Claim;

thence North 32 ° 40' 44" East ( North 32 ° 40' East record), a distance of 605.00 feet along the line of said Claim;

thence South 64 ° 28' 15" East, a distance of 300.25 feet;

thence South 32 ° 40' 43" West, a distance of 605.02 feet;

thence North 64 ° 28' 00" West, a distance of 300.25 feet along the line of said Claim to the Point of Beginning.

PARCEL II:

An easement for ingress, egress and utilities over the northerly 25 feet of the following described property:

That portion of the CHANCE PATENTED LODE MINING CLAIM, Mineral Survey #794, in Section 16, Township 20 South, Range 22 East of the Gila and Salt River Base & Meridian, Cochise County, Arizona;

COMMENCING at corner number 5 of the Chance Mining claim being a found mound of stone and post, from which corner number 3 of the Chance claim being a found mound of stone and post bears North 64 ° 28' 00" West, 600.86 feet said point being the POINT OF BEGINNING;

thence North 64 ° 28' 00" West, a distance of 330.43 feet upon the South line of the Chance Mining Claim to a point;

thence North 32 ° 39' 42" East a distance of 605.00 feet to a point;

thence South 64 ° 28' 15" East, a distance of 300.25 feet to a point on the southerly line of the Chance claim;

thence South 32 ° 38' 40" West, a distance of 605.00 feet upon the Southerly line of the Chance claim to the Point of Beginning.

Each of them, individually and jointly as Grantees, declare that it is their intention to accept the conveyance and acquire all interest in the real property as community property with right of survivorship, and not as a community property estate and not as tenants in common.

By the execution and delivery of this "Acceptance of Community Property With Right of Survivorship" they direct

Escrow No.: FNT0800147-FT70

and authorize Escrow Agent to attach this "Acceptance of Community Property With Right of Survivorship" to the deed upon its execution and delivery and to record this "Acceptance of Community Property With Right of Survivorship" together with the deed.

Dated: March 6, 2009

Russell L. Jennings

Carol E. Jennings

## NOTARY ACKNOWLEDGMENT(S) TO ACCEPTANCE OF COMMUNITY PROPERTY

State of Arizona

County of Pima

The foregoing document was acknowledged before me this 10th day of March 2009

by Russell L. Jennings and Carol E. Jennings

Seal

OFFICIAL SEAL
M. JOLLY
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. June 1, 2010

Notary Public

3/20/2020

I Stuart E Hawkins Parcel # 60905020K

Do Give Permission to Russ Jennings To

Handel the Rezoning of this Property

3-19-20

Stuart E Hawkins J. D. S. Trust Trustee

State of : Arizona
County of: Cochise
This instrument was acknowledged before me this
day of March, 2020
by Stuart E Hawkins
In witness whereof I hereby set my hand and official seal.
(notary public)

Nancy Wolf Moore
Notary Public
Cochise County, Arizona
My Comm. Expires 12-25-23
Commission No. 574940

2018-12640
Page 1 of 2
Requested By: Williams Melo
David W. Stevens - Recorder
Cochise County , AZ
07-10-2018 12:08 PM Recording Fee $15.00

**RECORDING REQUESTED BY**
Williams Melo, PLC
2107B Paseo San Luis, Suite C,
Sierra Vista, AZ 85635
**WHEN RECORDED MAIL TO:**
Stuart and Delores Hawkins
PO Box 372
Tombstone, AZ 85638

---

# WARRANTY DEED

Exempt from Affidavit pursuant to A.R.S. §11-1134.B.8.

FOR THE CONSIDERATION OF TEN DOLLARS, and other valuable considerations, Stuart E. Hawkins, Sr. and Delores A. Hawkins, husband and wife, GRANTORS, hereby conveys and warrants, unto Stuart E. Hawkins, Sr. and Delores A. Hawkins, Trustees, or their successors in Trust under the JDS Hawkins Trust dated June 21, 2018, GRANTEE, all interest in the following real property located in the County of COCHISE, more fully described as follows:

**See Exhibit A**

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Pursuant to A.R.S. §33-404, the beneficiaries of the JDS Hawkins Trust, Dated June 21, 2018, are Stuart E. Hawkins, Sr. and Delores A. Hawkins, PO Box 372, Tombstone, AZ. NOTE: Under the Trust there may be contingent beneficiaries who are currently unascertainable.

Dated this June 21, 2018:

ACCEPTED AND APPROVED: GRANTORS

Stuart E. Hawkins, Sr.

Delores A. Hawkins

STATE OF ARIZONA )
)ss
COUNTY OF COCHISE )

This instrument was acknowledged before me this June 21, 2018, by Stuart E. Hawkins, Sr. and Delores A. Hawkins.

My Commission Expires:

JEANNE M. HAROLDSON
Notary Public - State of Arizona
COCHISE COUNTY
My Commission Expires
September 30, 2021

Notary Public

State of Arizona }
} ss.
County of Cochise }

The foregoing instrument was acknowledged before me this ___ day of June, 2018, by Stuart Hawkins and Delores Hawkins.

NOTARY PUBLIC
My commission expires:

State of Arizona }
} ss.
County of Cochise }

The foregoing instrument was acknowledged before me this ___ day of June, 2018, by Russell L. Jennings and Carol E. Jennings.

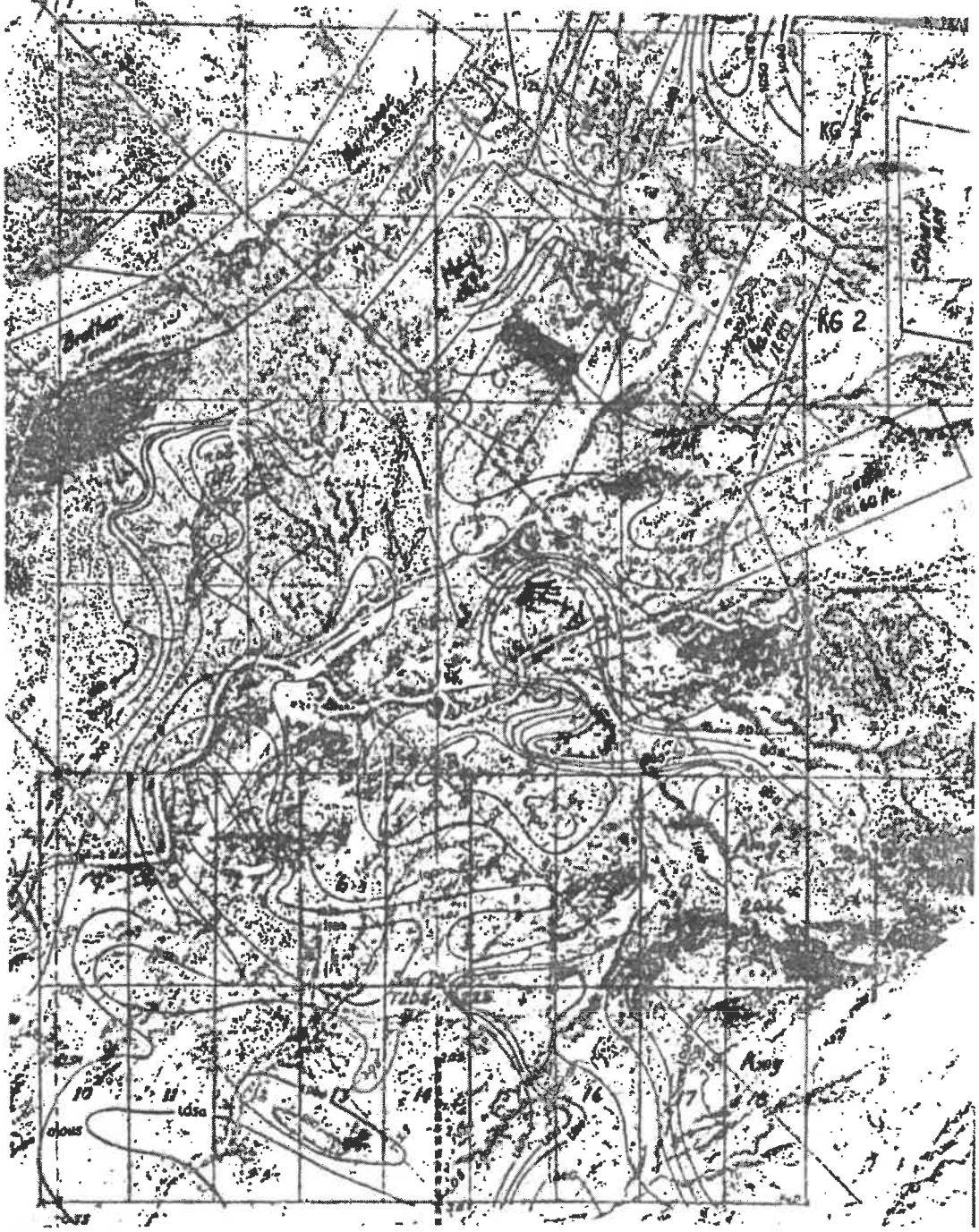
NOTARY PUBLIC
My commission expires:

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Warranty Deed

Date of Document: June 13, 2018 / Consisting of 4 pages
Parties to Document:
Stuart Hawkins and Delores Hawkins
Russell L. Jennings and Carol E. Jennings

245.2
24 1.2
490.4

4 acres = 600' x 490.4




97231334

at the request of Pioneer Title Agency, Inc.

When recorded mail to
**Stuart Hawkins**
**Delores Hawkins**
**P.O. Box 372**
**Tombstone, AZ 85638**

70902192-KLB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 609-05-020H-5

# WARRANTY DEED

Community Property With Right Of Survivorship

For the consideration of Ten Dollars, and other valuable considerations,

Russell L. Jennings and Carol E. Jennings, Husband and Wife, as Community Property with Right of Survivorship

do/does hereby convey to

Stuart Hawkins and Delores Hawkins, Husband and Wife, as Community Property with Right of Survivorship

not as tenants in common nor as a community property estate nor as joint tenants with right of survivorship, but as community property with right of survivorship, the following real property situated in Cochise County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

The Grantees by signing the acceptance below evidence their intention to acquire said premises as community property with right of survivorship.

Dated: June 13, 2018

Accepted and approved:

**Stuart Hawkins**

**Russell L. Jennings**

**Delores Hawkins**

**Carol E. Jennings**

Exhibit A

Parcel I:

The Westerly one half of the following described property:

A portion of the Southerly 605.00 feet of THE CHANCE PATENTED LODE MINING CLAIM, Lot No. 187, U.S.M.S. #794, Tombstone Mining District, and granted by Patent recorded May 4, 1987, in Book 11 of Mines, page 550, records of Cochise County, Arizona, said parcel lying within Section 16, Township 20 South, Range 22 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona;

BEGINNING at a 4x4 inch scribed post monument in stone mound for Corner 3 of said Claim;
thence North 32°40'44" East (North 32°40' East record), a distance of 605.00 feet along the line of said claim;
thence South 64°28'15" East, a distance of 300.25 feet;
thence South 32°40'43" West, a distance of 605.02 feet;
thence North 64°28'00" West, a distance of 300.25 feet along the line of said Claim to the POINT OF BEGINNING.

Parcel II:

An easement for ingress, egress and utilities over the Northerly 25 feet of the following described property:

That portion of the CHANCE PATENTED LODE MINING CLAIM, Mineral Survey #794, in Section 16, Township 20 South, Range 22 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona;

COMMENCING at corner number 5 of the Change Mining claim being a found mound of stone and post, from which corner number 3 of the Chance claim being a found mound of stone and post bears North 64°28'00" West, a distance of 600.86 feet said point being the POINT OF BEGINNING;
thence North 64°28'00" West, a distance of 330.43 feet upon the South line of the Chance Mining Claim to a point;
thence North 32°39'42" East, a distance of 605.00 feet to a point;
thence South 64°28'15" East, a distance of 300.25 feet to a point on the Southerly line of the Chance claim;
thence South 32°38'40" West, a distance of 605.00 feet upon the Southerly lien of the Chance claim to the POINT OF BEGINNING.

Parcel III:

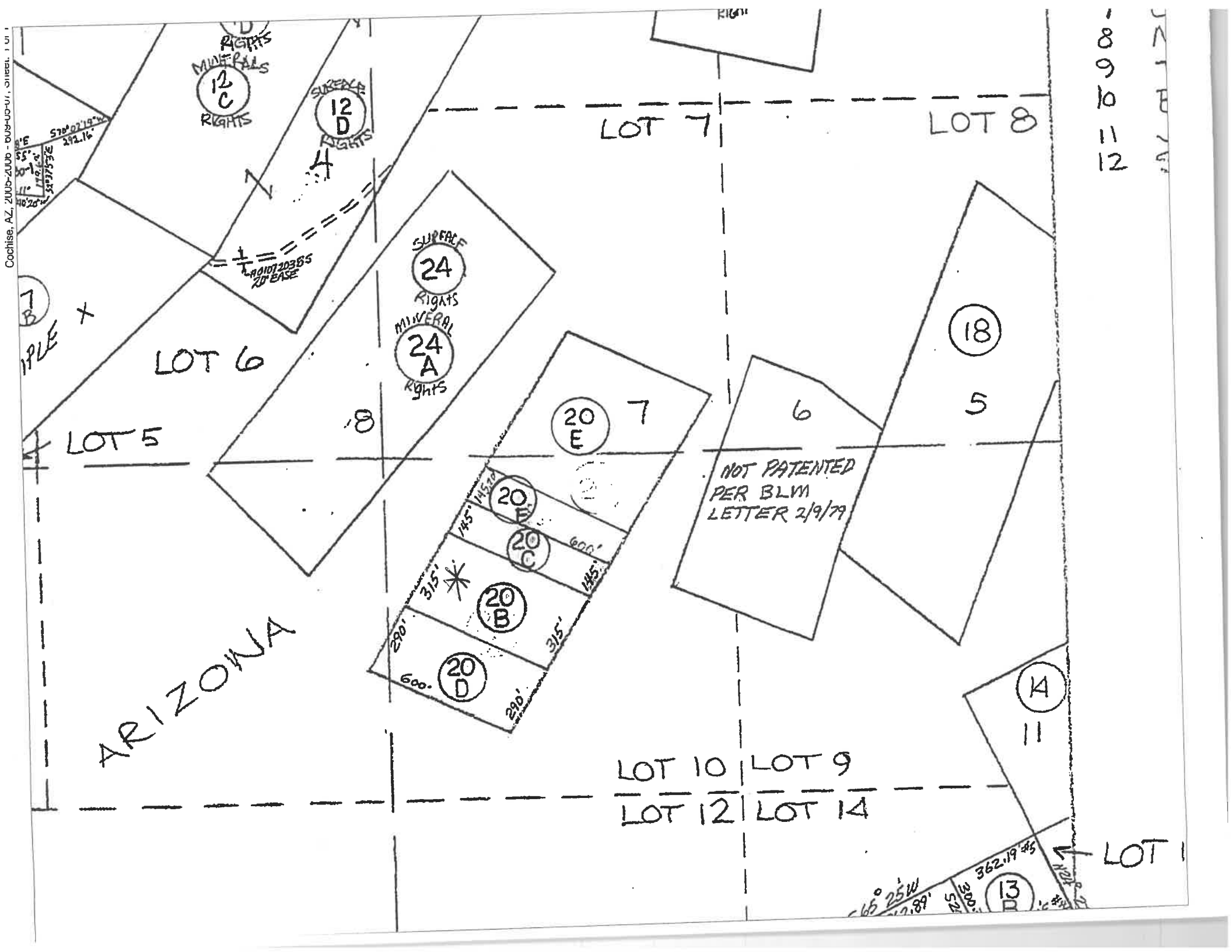
An easement for ingress, egress and utilities over the Northerly 25.00 feet of the following described property:

COMMENCING at corner number 5 of the Change Mining claim being a found mound of stone and post, from which corner number 3 of the Chance claim being a found mound of stone and post bears North 64°28'00" West, a distance of 600.86 feet said point being the POINT OF BEGINNING;
thence North 64°28'00" West, a distance of 330.43 feet upon the South line of the Chance Mining Claim to a point;
thence North 32°39'42" East, a distance of 605.00 feet to a point;

thence South 64°28'15" East, a distance of 300.25 feet to a point on the Southerly line of the Chance claim;

thence South 32°38'40" West, a distance of 605.00 feet upon the Southerly lien of the Chance claim to the POINT OF BEGINNING;

EXCEPT any portion lying within Parcel I herein.


LOT 7
LOT 8
LOT 6
LOT 5
LOT 10
LOT 9
LOT 12
LOT 14
LOT 1
ARIZONA
NOT PATENTED
PER BLM
LETTER 2/9/79
SURFACE RIGHTS
MINERAL RIGHTS
12 C
12 D
24
24 A
20 E
20 B
20 C
20 D
18
14
13
145'
315'
290'
600'
362.19'
300'

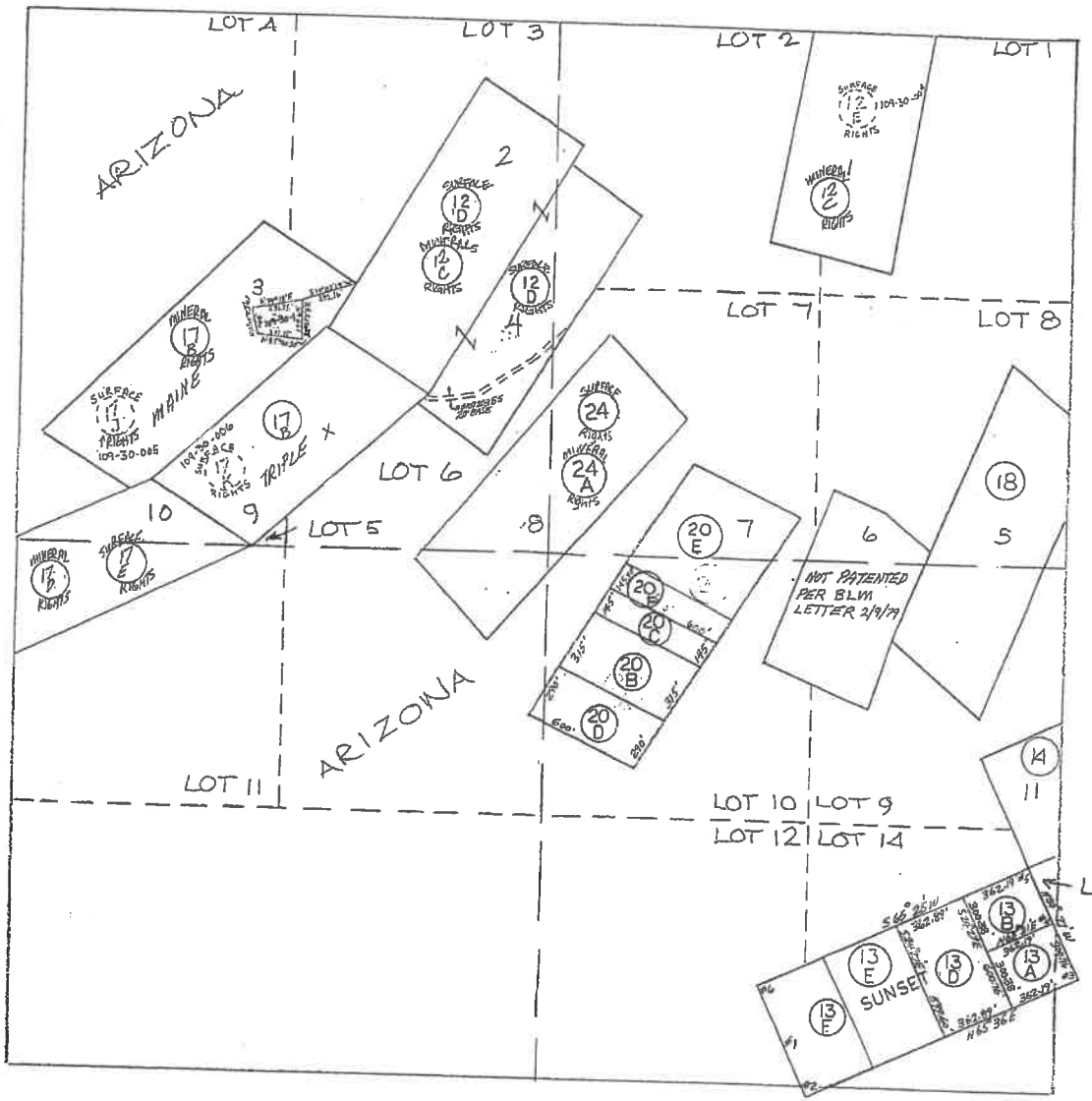
Cochise, AZ, 2005-2006 - 609-05-07, Sheet 1 of 1

SEC 16 TN 20 RG 22

MAP 5 1/2

(109-30)

# TOMBSTONE DISTRICT




| NO | NAME | SURVEY |
|---|---|---|
| 1 | RED TOP | LOT 55 |
| 2 | MERRIMAC | " 51 |
| 3 | MAINE | MS 575 |
| 4 | CLIPPER | " 273 |
| 5 | MAMIE | " 618 |
| 6 | FRANKLIN | " 404 |
| 7 | CHANCE | " 794 |
| 8 | MAY | " 317 |
| 9 | TRIPLE EX | " 577 |
| 10 | BRO. JONATHAN | " 578 |
| 11 | JUNETTA | " 447 |
| 12 | SUNSET | " 607 |

SCALE 1" = 1000'

THIS DESCRIPTION IS FROM OUR WORKING RECORDS AND DOES NOT CONSTITUTE A SURVEY.

9/22/2020

I, Douglass Carr of 875 Main Chance Rd, Tombstone, AZ 85638, parcel #T05-00-52901 and also 879 Main Chance Rd, Tombstone, AZ 85638, parcel #109-30-004A 3 Do NOT support request from RU4 to RU2.

I am outside of the 300 ft, 1/4 mile away from the docket 2-20-10. I do not support the split RU4 to RU2, will effect this area. Let three people do it, then everyone will want it. In our area, that is why everybody has RU4, for space.

COCHISE COUNTY
SEP 25 2020
PLANNING

Thank you for your time.

Douglass Carr
mailing address P.O. Box 1150
Tombstone, AZ
85638

Douglass Carr

9/22/2020

I, Frank Perrotto, parcel # 609-05-018 do not support request from RU4 to RU2. I am outside of the 300 feet from the docket 2-20-10. I do not support the split RU4 to RU2. It will effect this area where I reside. If three people are permitted to do this, then everyone will want to. In our area, that is why everybody has RU4, for space. Thank you for your time.

COCHISE COU

SEP 25 2020

PLANNING

Frank Perrotto
mailing address
P.O. Box 1680
Tombstone, AZ
85638

Frank Perrotto

Frank Perrotto

COCHISE COUNTY
SEP 25 2020
PLANNING

**Rezoning Z-20-10 (Chance Mine)**

_____ **YES,** I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

* **NO,** I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

I will e-mail the details of my objections to the proposed redevelopment of the neighborhood.

In the strongest possible terms, object to any change in the zoning of our properties. The value of my properties will decrease and the use and enjoyment of my property will be detrimentally effected.

(Attach additional sheets, if necessary)

PRINT NAME(S): Anne Chandler 1010 Marie Chance Rd Tombstone

SIGNATURE(S): _____

_____

YOUR TAX PARCEL NUMBER: 609-05-024A (the eight-digit identification number found on the tax statement from the Assessor's Office) 609-05-024B 3

Your comments will be made available to the Planning and Zoning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday September 28, 2020** to be included in the staff report to the Planning Commission. However, comments received by 5PM the day before the meeting will be noted at that meeting.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Development Services
126 West 5th Street, Suite 4
Benson, AZ 85602

COCHISE COUNTY
SEP 25 2020
PLANNING

Robert Kirschmann
Development Services
126 West 5th Street, Suite 4
Benson, AZ 85602

September 18, 2020

Dear Mr. Kirschmann,

I am writing in response to your letter dated 9/11/20, Docket Z2010 (Chance Mine), the issue being an effort to rezone my neighborhood from RU4 to RU2.

I, in the strongest possible terms, object to any effort to change the character of our rural neighborhood which rezoning would unquestionably accomplish. Any changes to zoning would have a devastating impact on the value, use, and enjoyment of not only my properties but that of my nearest neighbors, the Skinner family, from whom I expect you will be hearing. No fewer than four parcels will be adversely affected by the proposed over development of the road (driveway) in question.

The very reason all of us purchased these rural properties and made this area our home was for the quiet country life. All of us purchased, value, and cherish the privacy, the quiet and the beauty of the countryside. It is much more difficult to find lovely rural land then it is to move to a crowded noisy sub-division. Those who now want to change the quality and character of our neighborhood would be better served moving rather than forcing unwanted change on those who do not welcome the proposed over development of the area. Loud, crowded neighborhoods are available for those who no longer value the rural lifestyle.

The impact on our properties as the result of any effort to rezone would be immediate and devastating. Our land value would ,without question, depreciate and there would be incalculable damage to our use and enjoyment of our properties. All of us, every one, purchased our land with knowledge of the zoning restrictions and reliance on those same restrictions.

The map sent to me does not accurately reflect the intended development of the road. Thus far, outside the boundary of the orange shaded mapped area under consideration, there are no fewer than 7 building sites with both water and sewer hook ups. Since no one of us has received notification of any planned development I am assuming that there has not, as yet, been approval for those splits. I apologize if I am mistaken. It appears that this present request for 4 splits is just the beginning of a much more extensive development scheme. The first phase is to secure the zoning change from 4 to 2 acres and then, at a later date, return to the board for further splits ultimately resulting in the construction of at least 11 homes.

The grotesque over development of our quiet neighborhood would significantly diminish the value of my properties and that which is owned by the Skinners, but make no mistake all the property owners on our road would feel the negative impact of this over development.

Again, this cannot be overstated, those behind the effort to change the neighborhood, for the worse, purchased with full knowledge of the zoning restrictions and those of us against this effort purchased with full reliance upon those same restrictions and with full confidence in their protections.

Thank you for your consideration.

Sincerely,

Anne Chandler
1010 Maine Chance, Road
Tombstone, Az

Rezoning Z-20-10 (Chance Mine)

X ~~no~~ I Do Not Support This Request

I went and looked and I believe I am within 300' of this rezoning request. (See enclosed map) next Chandler Property. I believe this will lower my Property Valve to me.

Tax Parcel # 609-05-024C2

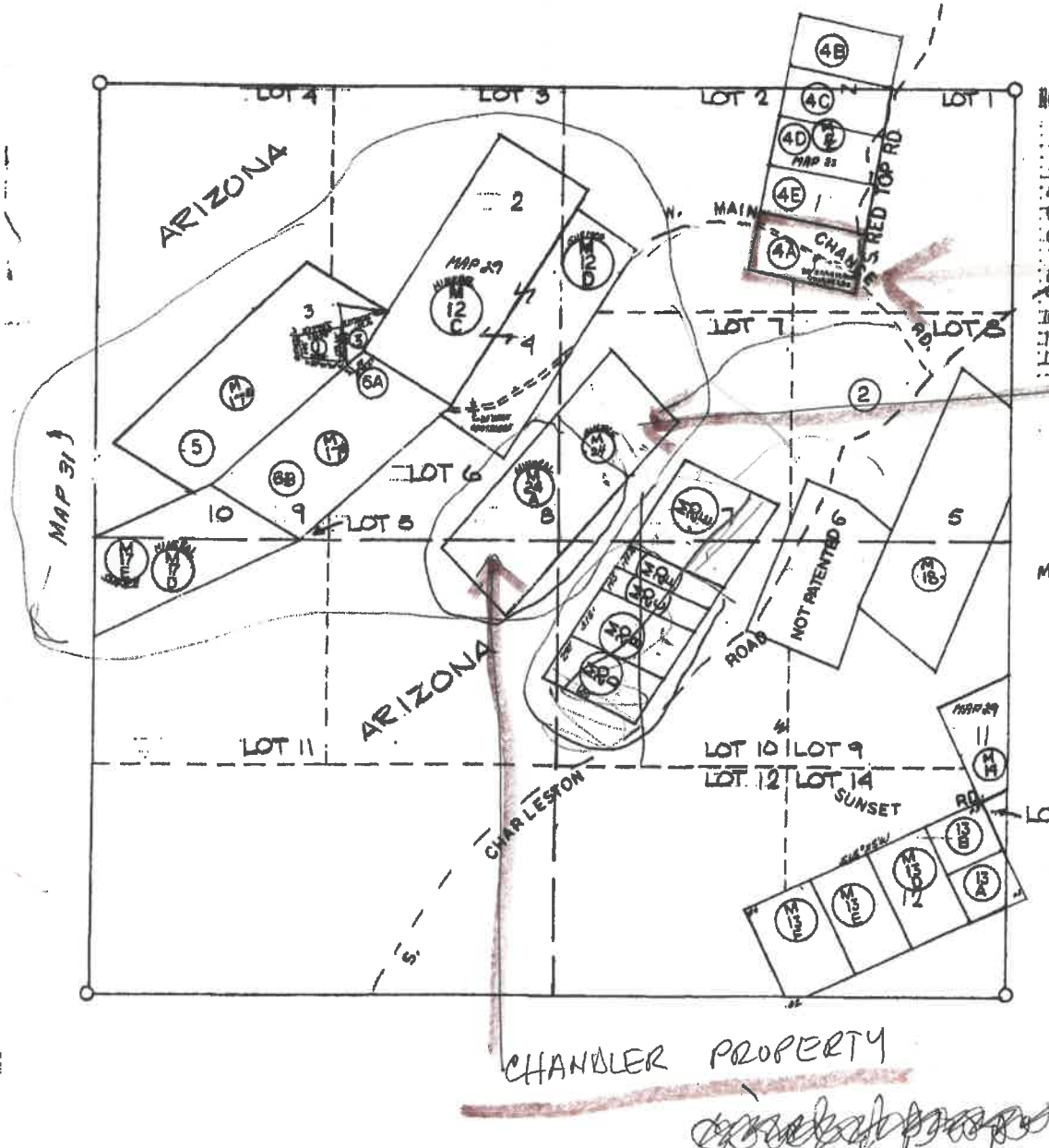
Kenneth J. Skinner

Kenneth J Skinner

TOWNSHIP 20 RANGE 22
SECTION 16

BOOK 109
MAP 30

(609-57½)
Key Map 109-1
SD 01000




| NO. | NAME | SURVEY |
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| 7 | CHANCE | " 794 |
| 8 | MAY | " 317 |
| 9 | TRIPLE EX | " 577 |
| 10 | BRO. JONATHAN | " 576 |
| 11 | JUNETTA | " 447 |
| 12 | SUNSET | " 607 |

CARR PROPERTY
(609-05-024C2
SKINNER
Address

CHANDLER PROPERTY

SCALE 1"=600'

COCHISE COUNTY ASSESSOR
THIS MAP CREATED AS A WORKING RECORD AND DOES NOT CONSTITUTE A SURVEY

THIS DESCRIPTION IS FROM OUR WORKING RECORDS AND DOES NOT CONSTITUTE A SURVEY

COCHISE COUNTY ASSESSOR
1963

Courthouse Retrieval System, Inc.
Information Deemed Reliable But Not Guaranteed.

**ZONING ORDINANCE 20-___**

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM RU-4 TO RU-2, PURSUANT TO THE APPLICATION OF MR. AND MRS. JENNINGS, MR. AND MRS. HERNANDEZ, AND MR. HAWKINS**

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

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

**WHEREAS**, Tax Parcels 609-05-020C, 609-05-020F, 609-05-020J and K are zoned as RU-4 and were never developed in accordance with the RU-4 Zoning District; and

**WHEREAS**, Mr. and Mrs. Jennings, Mr. and Mrs. Hernandez, and Mr. Hawkins (the "Applicants") wish to bring the Zoning into compliance with the actual development pattern and to amend the zoning to RU-2; and

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

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

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

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

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

The zoning classifications for Tax Parcels 609-05-020C, 609-05-020F, 609-05-020J and K as shown on the map attached to this Resolution as Exhibit A, are changed from RU-4 to RU-2. The subject parcels are located at 1627,1641, and 1633 S Charleston Road near Tombstone. It is further described as being situated in Section 16 of Township 20 South, Range 22 East of the G&SRB&M, in Cochise County, Arizona.

The Board of Supervisors approves Docket Z-20-10, subject to the following conditions of approval:

1. Within 30-days of approval of the Special Use, Applicants shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from A.R.S. § 12-1134. Prior to operation of the Special Use, the Applicants shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant.

2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 17th day of November 2020.

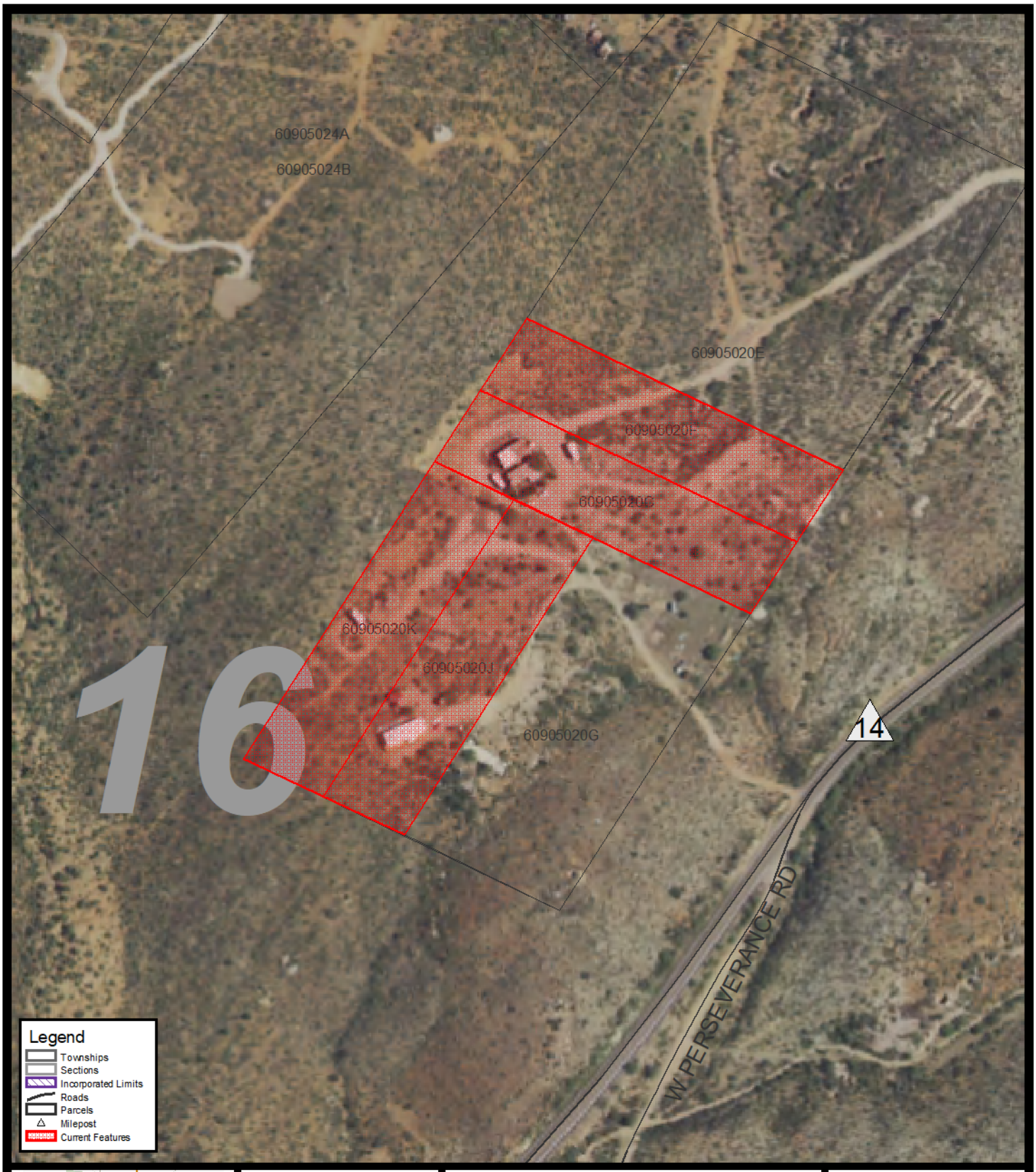
_____
Thomas E. Borer, Chair
Cochise County Board of Supervisors

**ATTEST:**

_____
Kim Lemons, CPCC
Clerk of the Board

**APPROVED AS TO FORM:**

Britt Hanson
_____
Britt W. Hanson, Of Counsel
Cochise County Attorney



COUNTY OF COCHISE
1881
ARIZONA

# Exhibit A

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

0' 1"= 233'

RKirschmann, 2020-11-03 08:32:32
Cochise County (\\co-gis1\geodesy\Encompass\Admin\Meta\View.Mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.

COCHISE COUNTY

# Z-20-10 (Chance Mine)
# A request to rezone from RU-4 to RU-2

Board of Supervisors

November 17, 2020

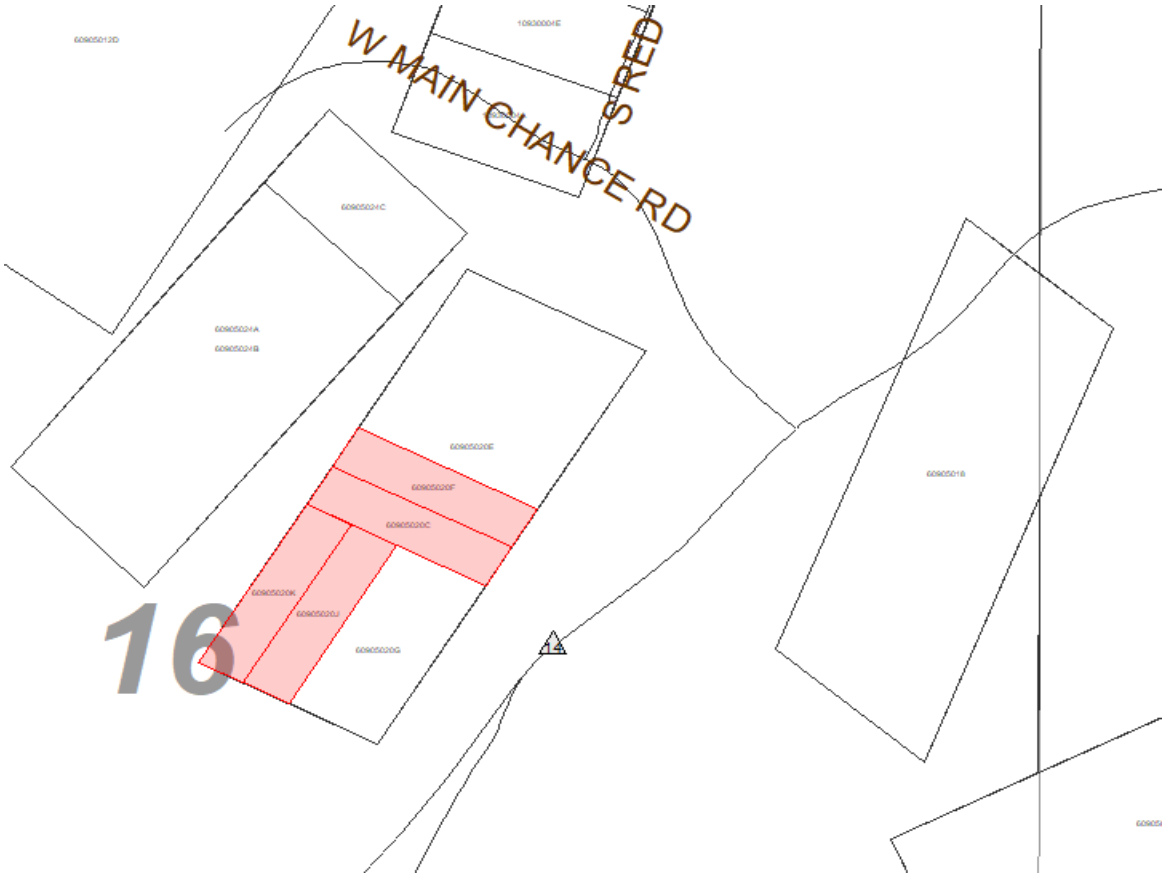
***Public Programs…Personal Service***

# Docket Z-20-10 (Chance Mine)

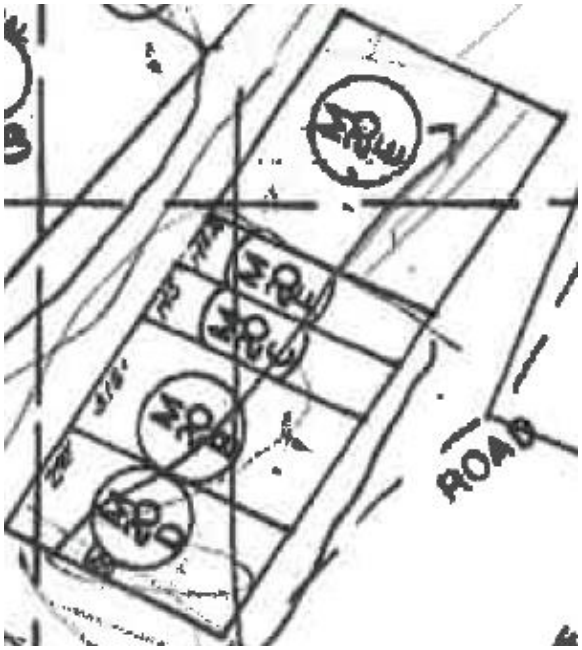
- The Applicants are requesting a rezoning  from RU-4 (Rural; one dwelling per four acres) to RU-2 (Rural; one dwelling per two acres).
- The subject properties are located off Charleston Road near mile post 14
- Parcels 609-05-020C (1627 S Charleston Road), 609-05-020F, (no address), 609-05-020J (1641 S Charleston Road), and 609-05-020K (1633 S Charleston Road).
- 8.15 acres
- The request is to legitimize illegal lot splits
- The Applicants Mr. and Mrs. Jennings, Mr. Hawkins and Mr. and Mrs. Hernandez.
- The Planning and Zoning Commission voted 3-5-1 to recommend denial of the request

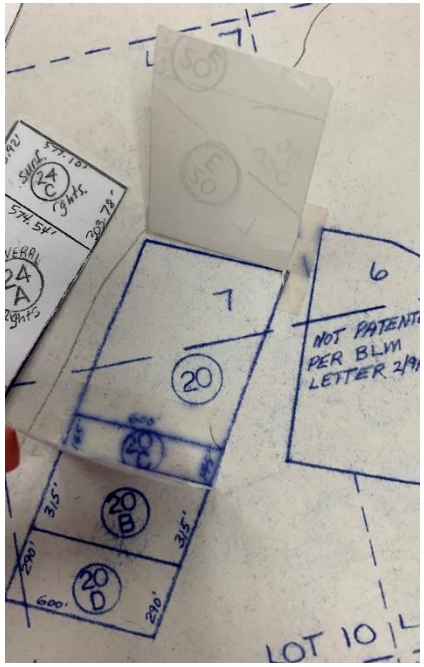
# Docket Z-20-10 (Chance Mine)

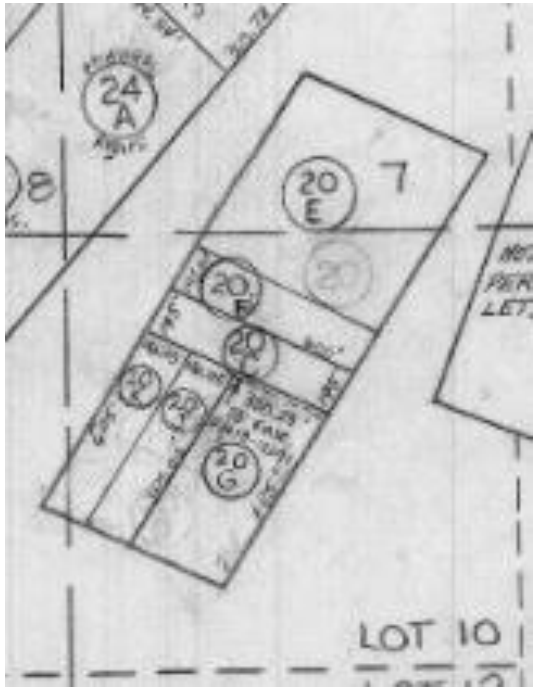
Location:



## Parcel History



## Permit History

| Date | Permit # | Parcel # | Lot size | Use proposed | Square footage |
|---|---|---|---|---|---|
| 1993 | None located | 609-05-020F | NA | Assessor picks up manufactured home, shed, no permit located | 1344 |
| 7/22/93 | 93077B | 609-05-020 B/D | 8.3 +/- | SFR-Barn, APT Combo- Temp RV | 1176 |
| 5/18/98 | 980466 | 609-05-020B/D | 8 | Manufacture Home | 1456 |
| 6/29/01 | 010617 | 609-050-020 B/D | 8 | Renewal MH Permit | 1456 |
| 8/10/10 | 100717 | 609-05-020H | Not provided | Power for water tanks | NA |
| 01/04/12 | 11-268 | 609-05-020H | 4.17 | Metal carport | 373 |
| 03/05/20 | 20-0326 | 609-05-020J | Not provided | Electric upgrade for MH | |

# COCHISE COUNTY

## Factors for or Against a Proposed Rezoning Application

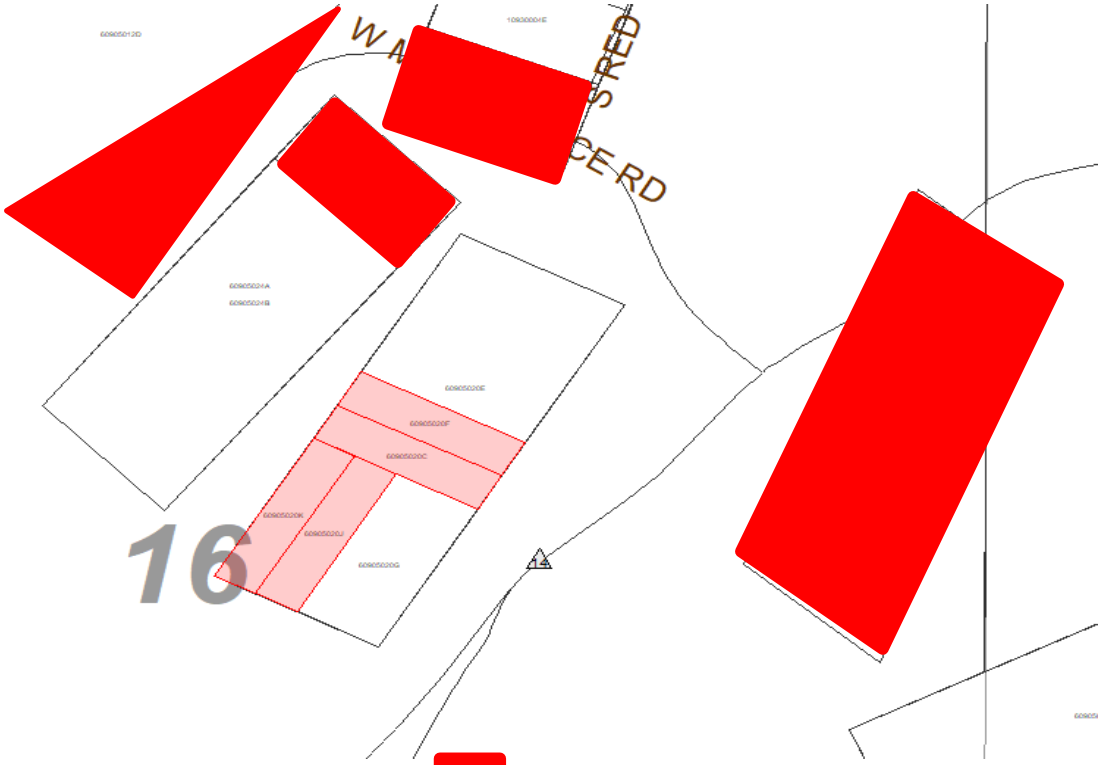
- Zoning Regulations have 15 factors used to evaluate a proposal
  - Thirteen of the criteria apply to this request
  - As submitted complies with ten criteria
  - Three do not comply

## Applicable Site Development Standards: Does not comply

- Parcel were created despite having the requirement for 4 acre minimum (RU-4)
- Current configuration was requested by one of the applicants
- Through lot adjustments/mergers and property acquisitions it could be possible to reconfigure the lots to meet current standards as they previously did

**Public Input: Does not comply**

- Four letters in opposition
  - Concern about increase in density
  - Change in character of neighborhood
  - Future precedence




**Opposition**

## Compliance with Area Plan, Master Development Plan or Comprehensive plan policies: Does not Comply

- Section 102, Goal 3, Policy g of the Comprehensive plan states *Small, isolated rezoning's, also known as "spot zonings," should be discouraged.*
- No surrounding parcels have similar zoning or lot sizes
- Potential to set a precedence

Factors in Favor and Against Approving the Rezoning:

**Factors in Favor of Approval**

1. The request complies with ten the applicable Rezoning factors used by Staff to analyze this request;
2. The request would remove the non-conforming status of three residential homes and would allow future improvements and expansions.

**Factors Against Approval**

1. Four letters in opposition were received;
2. The request is a spot zoning;
3. The request would be out of character with the surrounding area;
4. The parcels were created illegally after 1975.
5. The request does not comply with two factor.

COCHISE COUNTY

# Planning Commission Recommendation: Denial

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

2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

**Public Hearings 17.**

**Regular Board of Supervisors Meeting** **Development Services**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Z-20-11 (Andasola) | | | |
| **Submitted By:** | Robert Kirschmann, Development Services | | |
| **Department:** | Development Services | | |
| **Presentation:** | PowerPoint | **Recommendation:** | Disapprove |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Robert Kirschmann | **TITLE of PRESENTER:** | Planner II |
| **Mandated Function?:** | Not Mandated | **Source of Mandate or Basis for Support?:** | |
| **Docket Number (If applicable):** | Z-20-11 (Andasola) | | |

**Information**

**Agenda Item Text:**

Adopt Zoning Ordinance 20-15 amending certain Zoning district boundaries from SR-43 (Single Residential, one dwelling per 43,000 square feet) to RU-4 (Rural, one dwelling per four acres), pursuant to the application of Mr. and Mrs. Andasola.

**Background:**

The Applicants are requesting a Rezoning from SR-43 (Single Household Residential, one dwelling per 43,000 square feet) to RU-4 (Rural, one dwelling per 4 acres). The subject property is located on northeast corner of N. Cochise Stronghold Road and W. Kelvin and is identified as APN 119-02-214B.

**Department's Next Steps (if approved):**

The Zoning Ordinance will be recorded.

**Impact of NOT Approving/Alternatives:**

The parcels will remain SR-43 and Code Compliance action will resume.

**To BOS Staff: Document Disposition/Follow-Up:**

Please record the Zoning Ordinance and return a copy to my attention (Robert Kirschmann, Development Services.) Thank you,

**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**

BOS Report
Planning Commission Report
Public Comments
Zoning Ordinance
Exhibit A
Staff Presentation

# Cochise County
## Community Development
**Planning, Zoning and Building Safety Division**

***Public Programs...Personal Service***

www.cochise.az.gov


**MEMORANDUM**

**TO**: Cochise County Board of Supervisors
**THROUGH**: Richard G. Karwaczka, County Administrator
**FROM**: Robert Kirschmann, Planner II
**FOR**: Daniel Coxworth, AICP, Planning Director
**SUBJECT**: Docket Z-20-11 (Andasola)
**DATE**: November 4, 2020 for the November 17, 2020 meeting

**APPLICATION FOR A REZONING**

The Applicants, Mr. and Mrs. Andasola request a a rezoning from SR-43 (Single Household Residential, one dwelling per 43,000 square feet) to RU-4 (Rural, one dwelling per 4 acres). The subject property is located on northeast corner of N. Cochise Stronghold Road and W. Kelvin and is identified as APN 119-02-214B.

On Wednesday, October 14, 2020, the Cochise County Planning and Zoning Commission (Commission) voted 5-3 to recommended denial of rezoning Z-20-11 to the Board of Supervisors.

The Rezoning Application requests to change the zoning from SR-43 to RU-4 . The zoning is a result of Code Compliance action and will permit the use of the Owner-Builder Opt-Out Amendment to the Cochise County Building Code.

The complete Planning Commission packet is included for additional detailed review and analysis.


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

COCHISE COUNTY

# Z-20-11 (Andasola)
# A request to rezone from SR-43 to RU-4

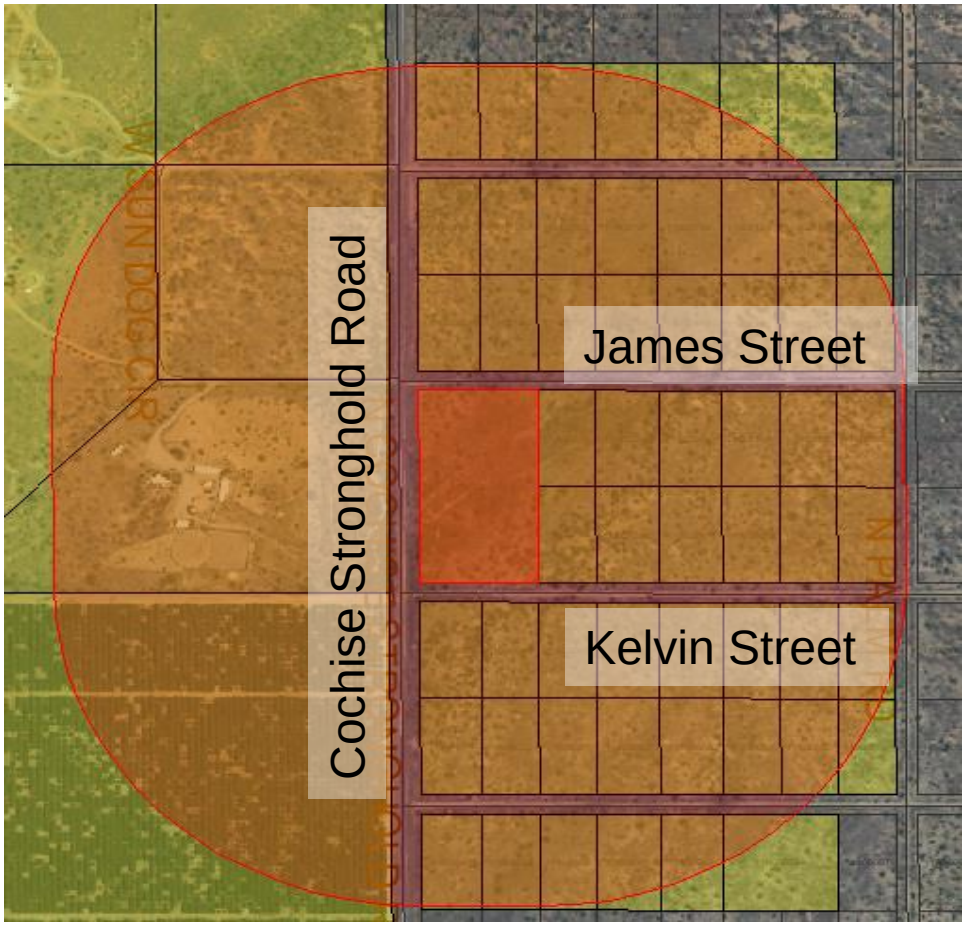
Board of Supervisors

November 17, 2020

*Public Programs…Personal Service*

- The Applicants are requesting a Rezoning from SR-43 (Single Household Residential, one dwelling per 43,000 square feet) to RU-4 (Rural, one dwelling per 4 acres).
- The subject property is located on northeast corner of N. Cochise Stronghold Road and W. Kelvin
- Parcel 119-02-214B
- 4.43 acres
- The request is to utilize the Owner Builder Opt-Out
- The Applicants Mr. and Mrs. Andasola
- The Planning and Zoning Commission voted 3-6 to recommend denial of the request

Location:



# COCHISE COUNTY

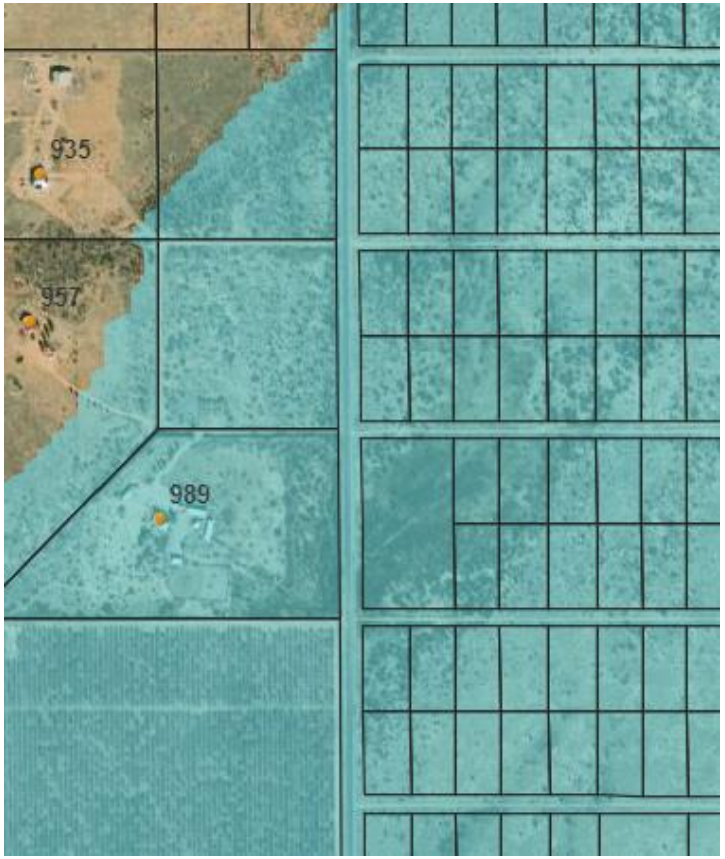
## Factors for or Against a Proposed Rezoning Application

- Zoning Regulations have 15 factors used to evaluate a proposal
  - Thirteen of the criteria apply to this request
  - As submitted complies with eight criteria
  - With the recommended conditions an additional two comply
  - Two do not comply
  - One partially complies

## Provides an Adequate Land Use/Concept Plan: Complies with conditions

- Site plan provided does not include plans for SFR
- This rezoning is result of Code Enforcement Action for illegal camping and improvements in the Flood Zone without permits
- If recommended for approval, Staff recommends two COA:
  - Within six months of the approval of the rezoning the applicants shall obtain a permit for a residence on the property
  - Applicants shall provide a site plan meeting the minimum standards for a building permit. This includes showing all utilities (current plan does not include electric meter), drainage courses, water flow, etc

## Provides an Adequate Land Use/Concept Plan: Complies with conditions (cont.)



**Compliance with Applicable Site Development Standards: Does not comply**

- October 2019. The permit was clearly conditioned:
    1. Must obtain permit for site built house and accessory structure(s)
    2. Cannot opt out of building code due to zoning.
- Applicant placed a conex box without permits and no floodplain review and electric meter
- The SR Zoning District does not allow for accessory structure to be installed without a primary use

## Development Along Major Streets: Complies with condition

- James and Kelvin Streets are not improved

- Right-of-way has concern regarding the driveway used to access Cochise Stronghold Road. A right-of-way permit, acceptable plans and potential improvements may be required.

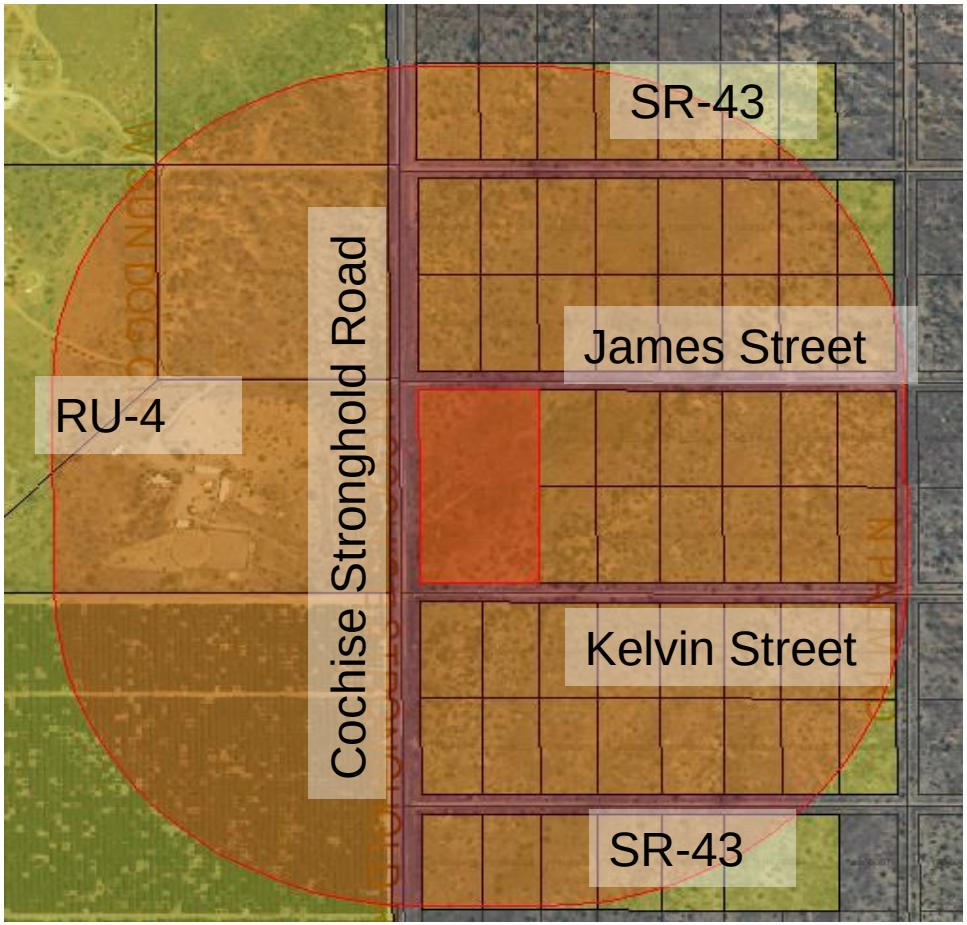
## Unique Topographic Features: Does not comply

- Property is relatively flat with no distinct features

- Entire Parcel located in an AO-1 Flood Zone

**Compliance with Area Plan, Master Development Plan or Comprehensive plan policies: Partially Complies**

- Consistent with MSSVCP
  - Agriculture/Green Space
- Section 102, Goal 3, policy g of the Comprehensive Plan states *Small, isolated rezonings, also known as "spot zonings," should be discouraged.*



## Public Input: Complies

- Three letters in support

Support

Factors in Favor and Against Approving the Rezoning:

**Factors in Favor of Approval**

1. The request complies with eight of the applicable Rezoning factors used by Staff to analyze this request;
2. Three letters in support of the request have been received.

**Factors Against Approval**

1. This rezoning is the result of code compliance action;
2. The request is a spot zoning;
3. Despite conditions listed on septic permit, a connex box, electric pedestal and concrete slab were installed without benefit of permits.
4. The rezoning does not comply with two Rezoning factors and only partial complies with one other.

# Recommendation: Denial

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. Within six (6) months of the Board of Supervisors approval the applicant shall submit permits for the home (opt-out), right-of-way and floodplain.
4. Site plan submitted with the Opt-Out permit shall comply with minimum standards.

COCHISE COU
SEP 2 3 2020
PLANNING

**Rezoning Z-20-11 (Andasola)**

X **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

I SEE NO REASON TO DENY THIS REQUEST - I WILL NEVER BE USING my LAND AND I'm HAPPY TO HEAR THE ANDASOLA'S WILL BE MAKING USE OF THE PROPERTY

_____ **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):
LINDA S PELLANT

SIGNATURE(S): Linda S. Pellant

YOUR TAX PARCEL NUMBER: 119 060 47 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday September 28, 2020** to be included in the staff report to the Planning Commission. However, comments received by 5PM the day before the meeting will be noted at that meeting.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Development Services
126 West 5th Street, Suite 4
Benson, AZ 85602

COCHISE COUNTY

SEP 23 2020

PLANNING

**Rezoning Z-20-11 (Andasola)**

XXX **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

1. It's their property. They own it. "Let them" do what they want with it!
2. It makes sense. What could anybody do w/ 1.25 acres but here? (x4 each)

_____ **NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): David D. Evans Roxanna Evans

SIGNATURE(S): Daniel D Evans

Roxanna Evans

YOUR TAX PARCEL NUMBER: 11903005J (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday September 28, 2020** to be included in the staff report to the Planning Commission. However, comments received by 5PM the day before the meeting will be noted at that meeting.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Development Services
126 West 5th Street, Suite 4
Benson, AZ 85602

Jeff L Roberts

989 W Sun Dog Cir

Cochise AZ

COCHISE COU

SEP 25 2020

PLANNING

Cochise County

Planning and Zoning

126 W 5th

Benson, AZ

Subject: Docket Z-2--11 Andasola

Thank you for informing us of the possible adjustment to the Andosola property. We appreciate the information and the offer to provide input if desired.

We see no reason why the adjustment in zoning should not be approved. It seems that the highest and best use of subject property is residential and one dwelling per four acres is in keeping with the rural nature which we and others covet.

We also appreciate an office that is responsive, open and supportive in helping property owners move forward in developing their properties to meet their needs and fulfil their dreams. We thank you for your service.

Respectfully,

Lona Jean and Jeff L Roberts

**ZONING ORDINANCE 20-___**

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM SR-43 TO RU-4, PURSUANT TO THE APPLICATION OF MR. AND MRS. ANDASOLA**

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

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

**WHEREAS**, Tax Parcels 119-02-214B is zoned as SR-43 and was never developed in accordance with the SR-43 Zoning District; and

**WHEREAS**, Mr. and Mrs. Andasola (the "Applicants") wish to bring the Zoning into compliance with the actual development pattern and to amend the zoning to RU-4; and

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

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

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

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

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

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

The zoning classifications for Tax Parcel 119-02-214B as shown on the map attached to this Resolution as Exhibit A, are changed from SR-43 to RU-4. The subject parcels are located on the northeast corner of N. Cochise Stronghold Road and W. Kelvin. It is further described as being situated in Section 04 of Township 17 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona.

The Board of Supervisors approves Docket Z-20-11, subject to the following conditions of approval:

1. Within 30-days of approval of the Special Use, Applicants shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from A.R.S. § 12-1134. Prior to operation of the Special Use, the Applicants shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant.

2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

3. Within six (6) months of the Board of Supervisors approval the applicant shall submit permits for the home (opt-out), right-of-way and floodplain.

4. Site plan submitted with the Opt-Out permit shall comply with minimum standards.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 17th day of November 2020.

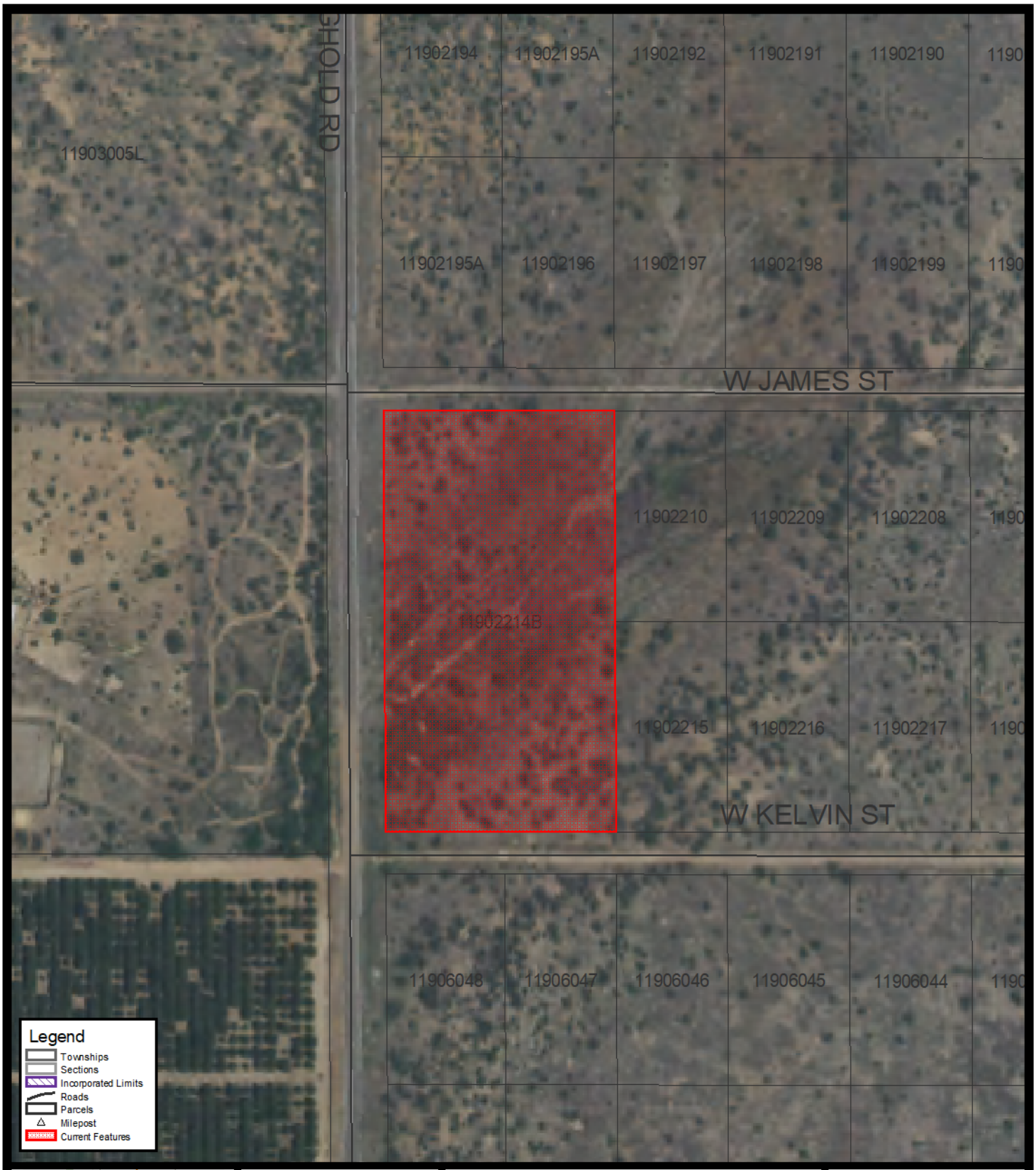
_____
Thomas E. Borer, Chair
Cochise County Board of Supervisors

**ATTEST:**

_____
Kim Lemons, CPCC
Clerk of the Board

**APPROVED AS TO FORM:**

Britt Hanson
_____
Britt W. Hanson, Of Counsel
Cochise County Attorney



COUNTY OF COCHISE
1881
ARIZONA

# Exhibit A

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

0' 1"= 192'

RKirschmann, 2020-11-04 11:14:37
Cochise County (\\co-gis1\geodesy\Encompass\Admin\Meta\View.Mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.

COCHISE COUNTY

# Z-20-11 (Andasola)
# A request to rezone from SR-43 to RU-4

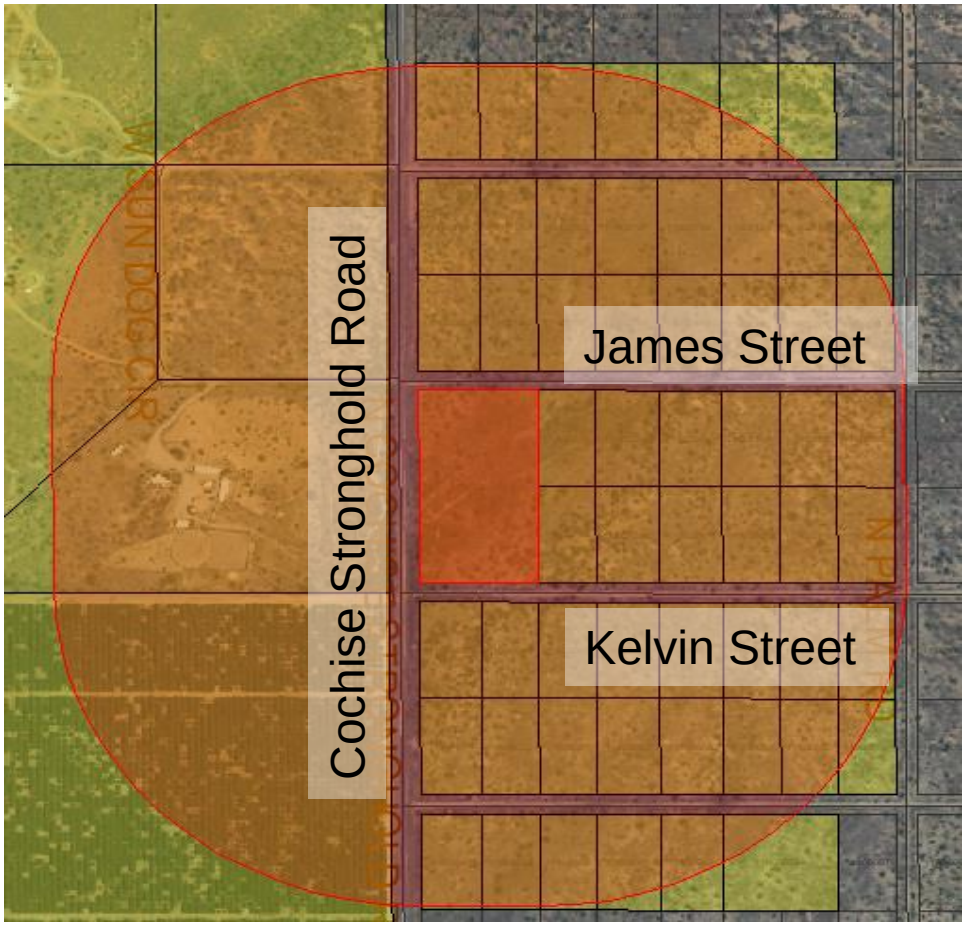
Board of Supervisors

November 17, 2020

*Public Programs…Personal Service*

- The Applicants are requesting a Rezoning from SR-43 (Single Household Residential, one dwelling per 43,000 square feet) to RU-4 (Rural, one dwelling per 4 acres).
- The subject property is located on northeast corner of N. Cochise Stronghold Road and W. Kelvin
- Parcel 119-02-214B
- 4.43 acres
- The request is to utilize the Owner Builder Opt-Out
- The Applicants Mr. and Mrs. Andasola
- The Planning and Zoning Commission voted 3-6 to recommend denial of the request

Location:



# COCHISE COUNTY

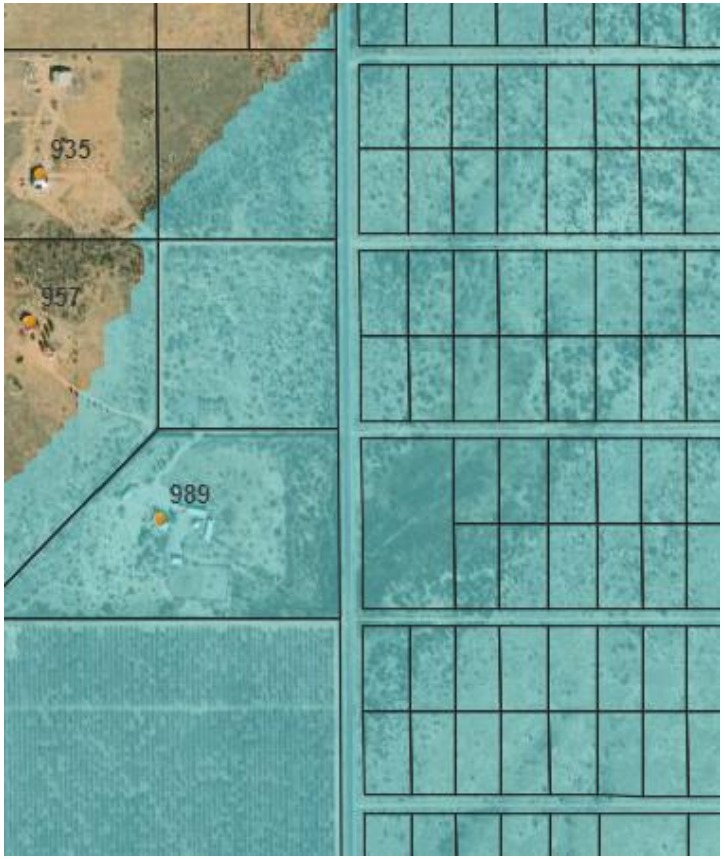
## Factors for or Against a Proposed Rezoning Application

- Zoning Regulations have 15 factors used to evaluate a proposal
  - Thirteen of the criteria apply to this request
  - As submitted complies with eight criteria
  - With the recommended conditions an additional two comply
  - Two do not comply
  - One partially complies

## Provides an Adequate Land Use/Concept Plan: Complies with conditions

- Site plan provided does not include plans for SFR
- This rezoning is result of Code Enforcement Action for illegal camping and improvements in the Flood Zone without permits
- If recommended for approval, Staff recommends two COA:
  - Within six months of the approval of the rezoning the applicants shall obtain a permit for a residence on the property
  - Applicants shall provide a site plan meeting the minimum standards for a building permit. This includes showing all utilities (current plan does not include electric meter), drainage courses, water flow, etc

## Provides an Adequate Land Use/Concept Plan: Complies with conditions (cont.)



**Compliance with Applicable Site Development Standards: Does not comply**

- October 2019. The permit was clearly conditioned:
    1. Must obtain permit for site built house and accessory structure(s)
    2. Cannot opt out of building code due to zoning.
- Applicant placed a conex box without permits and no floodplain review and electric meter
- The SR Zoning District does not allow for accessory structure to be installed without a primary use

## Development Along Major Streets: Complies with condition

- James and Kelvin Streets are not improved

- Right-of-way has concern regarding the driveway used to access Cochise Stronghold Road. A right-of-way permit, acceptable plans and potential improvements may be required.

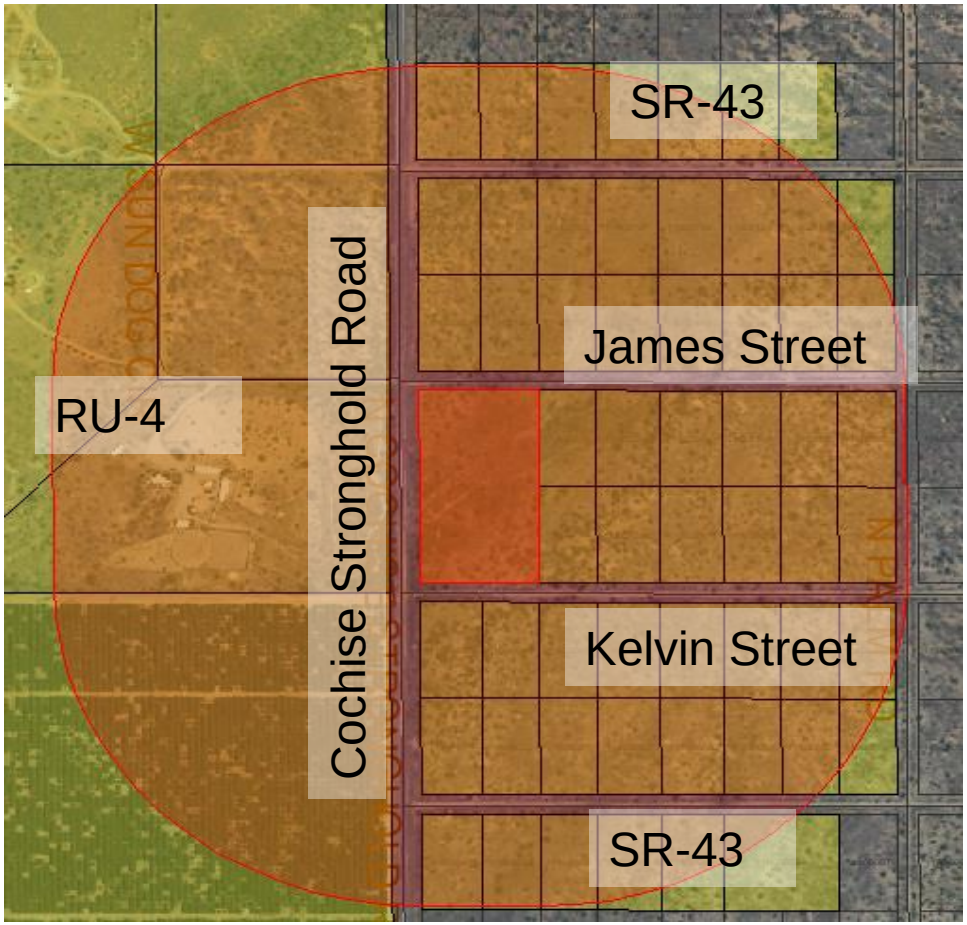
## Unique Topographic Features: Does not comply

- Property is relatively flat with no distinct features

- Entire Parcel located in an AO-1 Flood Zone

**Compliance with Area Plan, Master Development Plan or Comprehensive plan policies: Partially Complies**

- Consistent with MSSVCP
  - Agriculture/Green Space
- Section 102, Goal 3, policy g of the Comprehensive Plan states *Small, isolated rezonings, also known as "spot zonings," should be discouraged.*



## Public Input: Complies

- Three letters in support

Support

Factors in Favor and Against Approving the Rezoning:

**Factors in Favor of Approval**

1. The request complies with eight of the applicable Rezoning factors used by Staff to analyze this request;
2. Three letters in support of the request have been received.

**Factors Against Approval**

1. This rezoning is the result of code compliance action;
2. The request is a spot zoning;
3. Despite conditions listed on septic permit, a connex box, electric pedestal and concrete slab were installed without benefit of permits.
4. The rezoning does not comply with two Rezoning factors and only partial complies with one other.

# Recommendation: Denial

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. Within six (6) months of the Board of Supervisors approval the applicant shall submit permits for the home (opt-out), right-of-way and floodplain.
4. Site plan submitted with the Opt-Out permit shall comply with minimum standards.

**Public Hearings 18.**

**Regular Board of Supervisors Meeting** **Development Services**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Z-20-12 (Husarek) | | | |
| **Submitted By:** | Robert Kirschmann, Development Services | | |
| **Department:** | Development Services | | |
| **Presentation:** | PowerPoint | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Robert Kirschmann | **TITLE of PRESENTER:** | Planner II |
| **Mandated Function?:** | Not Mandated | **Source of Mandate or Basis for Support?:** | |
| **Docket Number (If applicable):** | Z-20-12 (Husarek) | | |

**Information**

**Agenda Item Text:**

Adopt Zoning Ordinance 20-16 amending certain Zoning district boundaries from R-36 (Residential, one dwelling per 36,000 square feet) to RU-4 (Rural, one dwelling per four acres), pursuant to the application of Mr. Adam Husarek.

**Background:**

The Applicant, Mr. Adam Husarek is requesting a Rezoning from R-36 (Residential, one dwelling per 36,000 square feet) to RU-4 (Rural, one dwelling per 4 acres). The subject property is located on East Lois Lane and is identified as APN 405-77-020B.

The Planning and Zoning Commission voted 9-0 to recommend approval of rezoning Z-20-12 to the Board of Supervisors.

The complete packet presented to the Planning and Zoning Commission with additional detailed review an analysis is included.

**Department's Next Steps (if approved):**

The Zoning Ordinance will be recorded.

**Impact of NOT Approving/Alternatives:**

The parcel will remain zoned R-36, and allowed to subdivide into lots as small as 36,000 square fet.

**To BOS Staff: Document Disposition/Follow-Up:**

Please record the Zoning Ordinance and return a copy to my attention (Robert Kirschmann, Development Services.) Thank you,

**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**

BOS Report
Planning Commission Report
Application and Site Plan
Public Comments
Zoning Ordinance
Exhibit A
Staff Presentation

# Cochise County
## Community Development
**Planning, Zoning and Building Safety Division**

***Public Programs...Personal Service***

www.cochise.az.gov


**MEMORANDUM**

**TO**: Cochise County Board of Supervisors
**THROUGH**: Richard G. Karwaczka, County Administrator
**FROM**: Robert Kirschmann, Planner II
**FOR**: Daniel Coxworth, AICP, Planning Director
**SUBJECT**: Docket Z-20-12 (Husarek)
**DATE**: November 4, 2020 for the November 17, 2020 meeting

**APPLICATION FOR A REZONING**

The Applicant, Mr. Adam Husarek request a rezoning for a 13.12 acre parcel located on the northeast corner of East Lois Lane and North Bruno Road north of Douglas and identified as parcel number 405-77-020B.

On Wednesday, October 14, 2020, the Cochise County Planning and Zoning Commission (Commission) voted 9-0 to recommended approval of rezoning Z-20-12 to the Board of Supervisors.

The Rezoning Application requests to change the zoning from R-36 to RU-4 . The rezoning will preserve the open space and permit the use of the Owner-Builder Opt-Out Amendment to the Cochise County Building Code.

The complete Planning Commission packet is included for additional detailed review and analysis.


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

# Cochise County

## Development Services

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

**MEMORANDUM**

**TO**: Cochise County Planning and Zoning Commission
**FROM**: Robert Kirschmann, Planner II
**FOR**: Daniel Coxworth, AICP, Development Services Director
**SUBJECT**: Docket Z-20-12 (Husarek)
**DATE**: October 6, 2020 for the October 14, 2020 Meeting

**APPLICATION FOR A REZONING**

The Applicants are requesting a Rezoning from R-36 (Residential, one dwelling per 36,000 square feet) to RU-4 (Rural, one dwelling per 4 acres). The subject property is located on East Lois Lane and is identified as APN 405-77-020B. The Applicant is Mr. Adam Husarek.

**I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES**

| | |
|---|---|
| Parcel Size: | 13.12 acres |
| Current Zoning: | R-36 (Residential; one dwelling per 36,000 square feet) |
| Proposed Zoning: | RU-4 (Rural; one dwelling per 4 acres) |
| Growth Area: | D – Rural Areas |
| Plan Designation: | Rural |
| Area Plan: | None |
| Existing Uses: | Vacant Property, storage buildings |
| Proposed Uses: | Single Family Residential |

**Zoning/Use of Surrounding Properties**

| Relation to Subject Parcel | Zoning District | Use of Property |
|---|---|---|
| North | R-36 | Vacant land |
| South | R-36 | Vacant land |
| East | R-36 | Single family residence |
| West | RU-4 | Vacant land |

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520-432-9300
520-432-9278 fax
planningandzoning@cochise.az.gov

**II. PARCEL HISTORY**

None

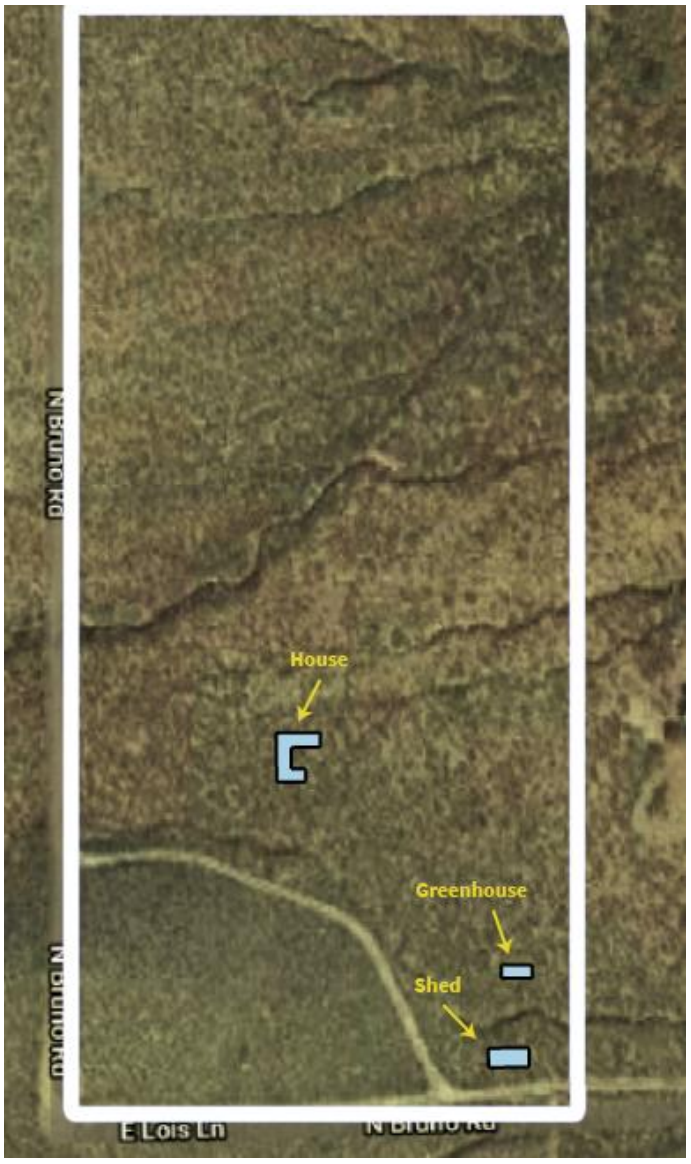
**III. NATURE OF REQUEST**

The Applicants are requesting to amend the zoning of their parcel from R-36 to RU-4. This will preserve the open space and permit the use of the Owner-Builder opt Out Amendment to the Cochise County Building Code on a 4.8 acre parcel.

The terrain in area is rugged and largely vacant with a few scattered single family homes. Most properties in the area exceed 10 acres and with the area topography, flood zones and existing development patterns the R-36 designation does not make sense. Parcels located to the west, across Bruno Road, where the terrain is even more rugged are zoned RU-4. A down zoning will not have any negative impacts on the surrounding properties.

**Mandatory Compliance**

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




**Compliance with Rezoning Criteria**

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Eleven of the criteria are applicable to this request. Nine criteria are met as presented and one is met with conditions and one does not

**1. Provides an Adequate Land Use/Concept Plan: Complies**

The proposal is intended to facilitate standard, rural home site development but the parcel would be eligible for the full range of allowed Principal, Accessory, and Special Uses per Article 6 of the Zoning Regulations. The Rezoning to RU-4 is to allow the applicant's to be able to opt-out of Building Code and allow a rural living consisting of farming and animal raising.

The site plan presented for the Opt-Out permit shall meet the minimum requirements and provide setbacks, septic location, utility locations, driveway location, etc. A condition has been added that during permit submittal a clear site plan shall be presented.

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

The parcel exceeds 13 acres. The home is located near the center of the parcel and will be able to meet all required development standards.

**3. Adjacent Districts Remain Capable of Development: Complies with condition**

Surrounding properties remain able to develop. If they wish to subdivide their property, the zoning still permits that.

**4. Limitation on Creation of Nonconforming Uses: Complies**

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

**5.Compatibility with Existing Development: Complies**

The parcel is located in a rural area with very scattered single family homes on larger lots. The photograph to the right shows one nearby neighbor to the south. The down zone to larger lots will be compatible with surrounding development.

**6. Rezoning to More Intense Districts**: **Not Applicable**

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

**7. Adequate Services and Infrastructure: Complies**

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

**8. Traffic Circulation Criteria**: **Complies**

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

**9. Development Along Major Streets**: **Not Applicable**

This parcel does not take access off a major roadway.

**10. Infill**: **Not Applicable**

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

**11. Unique Topographic Features: Complies**

Due to the steep, rocky terrain of the site the downzoning it would be very difficult to build residences on 36,000 square foot lots.

**12. Water Conservation: Complies**

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

**13. Public Input: Complies**

As a downzoning, the Applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within 1,000 feet of the subject property on September 15, 2020 . Staff posted the property on September 21, 2020 and published a legal notice in the Herald/Review September 2020. One response in support was received.

**14. Hazardous Materials: Not Applicable**

No hazardous materials are proposed.

**15. Compliance with Area Plan: Complies**

The subject property is not located within an area plan however the Comprehensive Plan designates the area as Rural. RU-4 is consistent and compatible with the comprehensive plan and surrounding properties.

## V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received one response in support which is included in the packet.

## VI. SUMMARY AND CONCLUSION

The request is for a downzoning, from R-36 (Residential; one dwelling per 36,000 square feet), to RU-4 (Rural; one dwelling per four acres) on a 13.12-acre site located north of Douglas. At this time, the area is characterized by open expanses and widely scattered residential development.

**Factors in Favor of Approval**

1. The request complies with ten of the applicable Rezoning factors used by Staff to analyze this request;

2. With the recommended Conditions the request would be in keeping with the character of the existing development in the area;

3. One letters of support has been received.

**Factors Against Approval**

None identified.

## VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the request for a rezoning, from SR-36 (Residential; one dwelling per 36,000 square feet) to RU-4 (Rural; one dwelling per four acres) on 12.12 acre parcel to the Board of Supervisors with a recommendation of **Conditional Approval**, subject to the following Conditions:

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

2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be

applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

3. The site plan provided for the Opt-Out permit shall clearly show the layout of buildings and the residence so that staff can confirm if the proposal fully complies with the Development Standards and Building Code requirements (I.E. minimum square footage and setbacks).

Print Form

# Cochise County
## Community Development
### Planning, Zoning and Building Safety Division

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

## COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: Adam Husarek
2. Mailing Address: 1330 N San Antonio Ave #220

Douglas AZ, 85607
City State Zip Code

3. Telephone Number of Applicant: 941-525-3122
4. Telephone Number of Contact Person if Different: _____
5. Email Address: adamhusarek@gmail.com
6. Assessor's Tax Parcel Number: 405-77-020b4 (Can be obtained from your County property tax statement)
7. Applicant is (check one):
   - Sole owner: X
   - Joint Owner: _____ (See number 8)
   - Designated Agent of Owner: _____
   - If not one of the above, explain interest in rezoning: _____
7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:
   - List attached (if applicable): _____
8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

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

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

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

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
   - Copy of deed of ownership: X
   - Copy of title report: _____
   - Copy of tax notice: _____
   - Other, list: _____

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?
    - Yes _____ No X

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

12. Is more than one parcel contained within the area to be rezoned? Yes _____ No X
    - If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: R-36

14. Indicate proposed Zoning District for Property: RU-4

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

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

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

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

17. Describe all structures already existing on the property: 280 sq ft portable shed

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: 850 sq ft wooden house,

196 sq ft greenhouse

19. Are there any deed restrictions or private covenants in effect for this property?
    - No X Yes _____
    - If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes _____ No _____

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

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

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

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? N/A

23. Identify how the following services will be provided:

| Service | Utility Company/Service Provider | Provisions to be made |
|---|---|---|
| Water | | Rainwater catchment |
| Sewer/Septic | G&S Excavating (Guillermo Silva) | |
| Electricity | | Solar |
| Natural Gas | | N/A |
| Telephone | | N/A |
| Fire Protection | Douglas Fire Dept | |

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

When I purchased my property, I assumed it was rural due to the size and location. Many of the other parcels around it are zoned RU-4. I would like to change from R-36 to RU-4 so I can obtain the owner-builder permit & opt out, like many of the other residents in my area have. It has been my lifelong dream to build my own home, as it is a tradition in my family.

25. AFFIDAVIT

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

Applicant's Signature: Adam Husarek 08/29/2020

Date: 

**CONSENT SIGNATURE FORM**

House

Greenhouse

Shed

N Bruno Rd

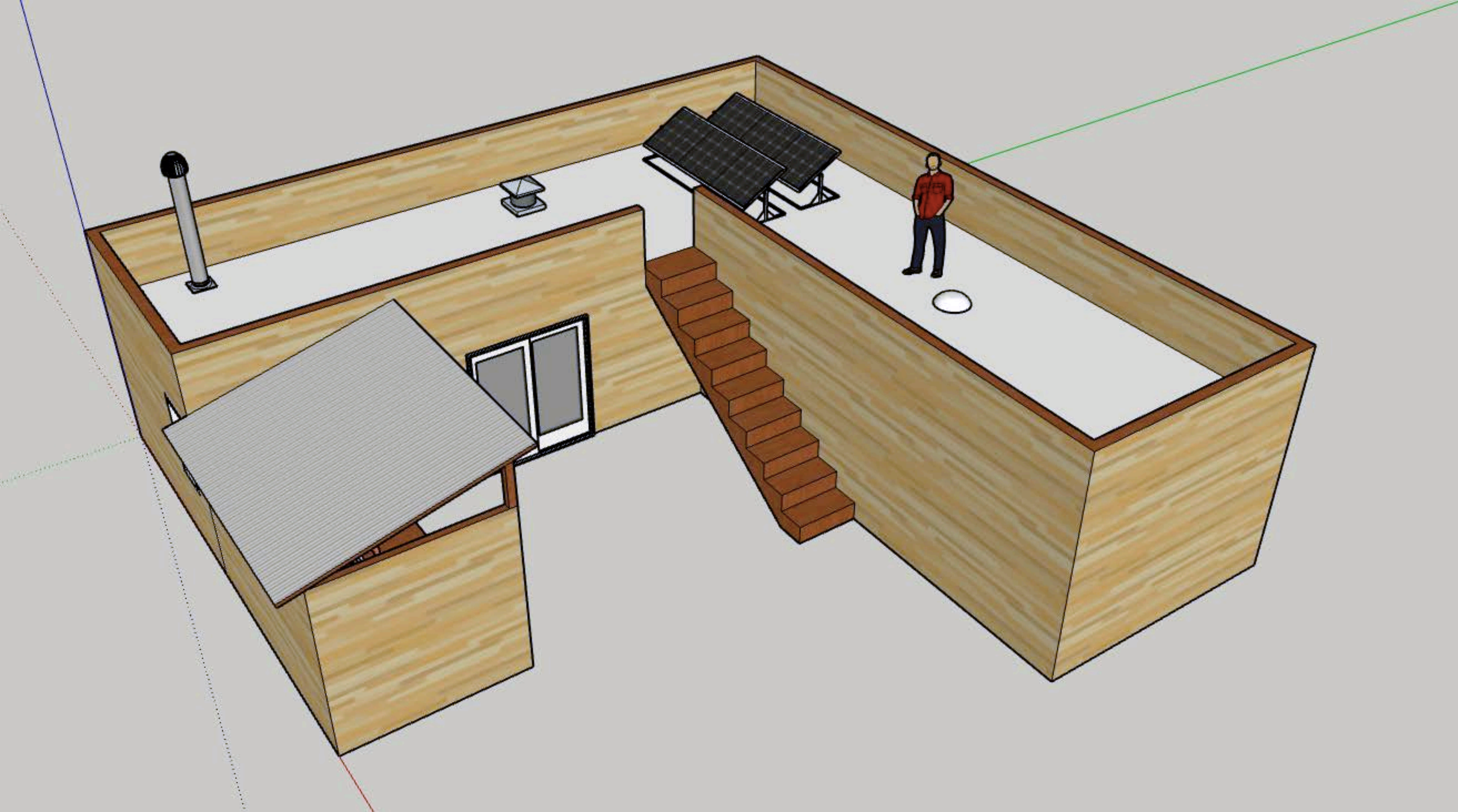
E Lois Ln

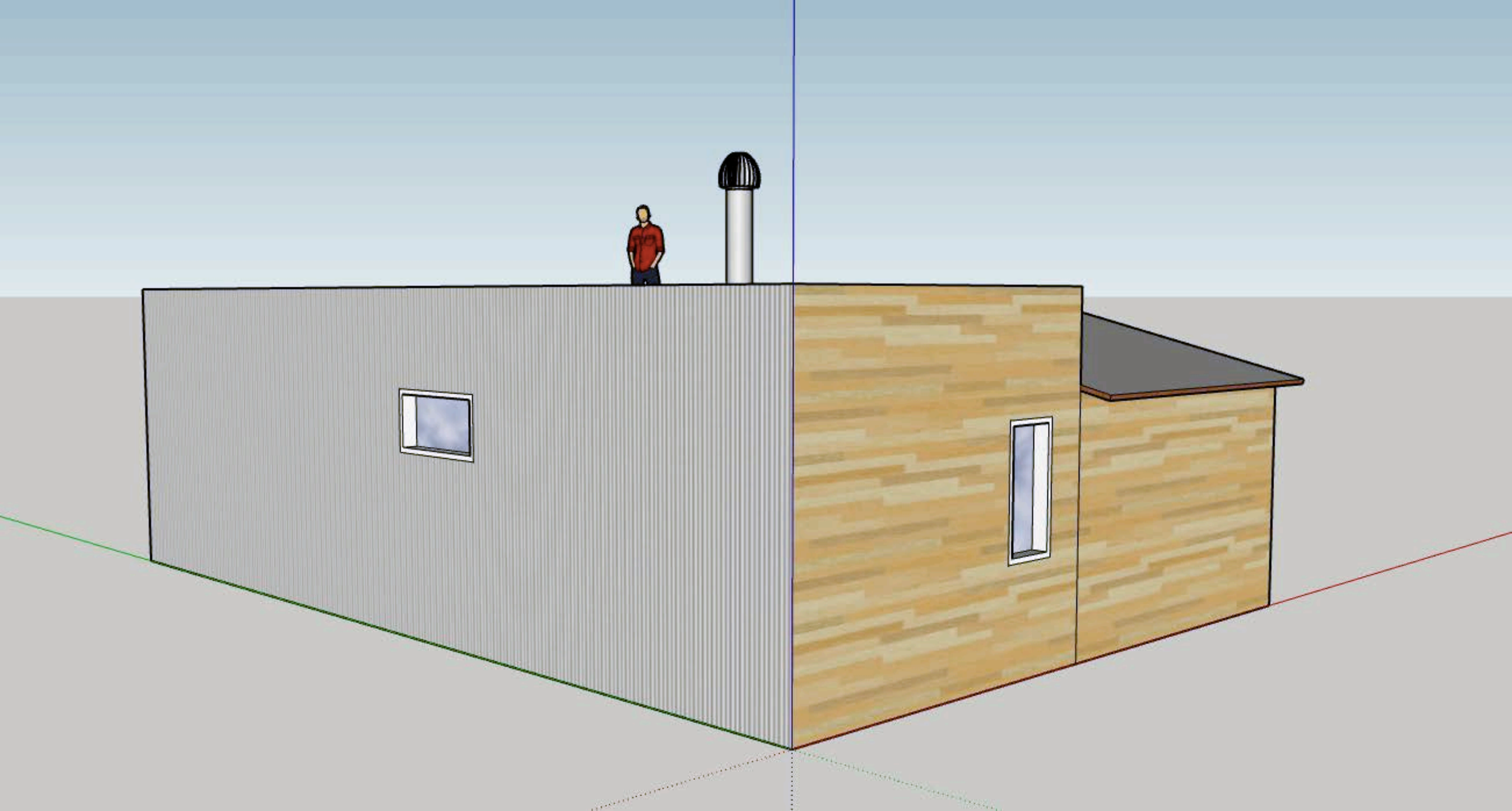
E Lois Ln

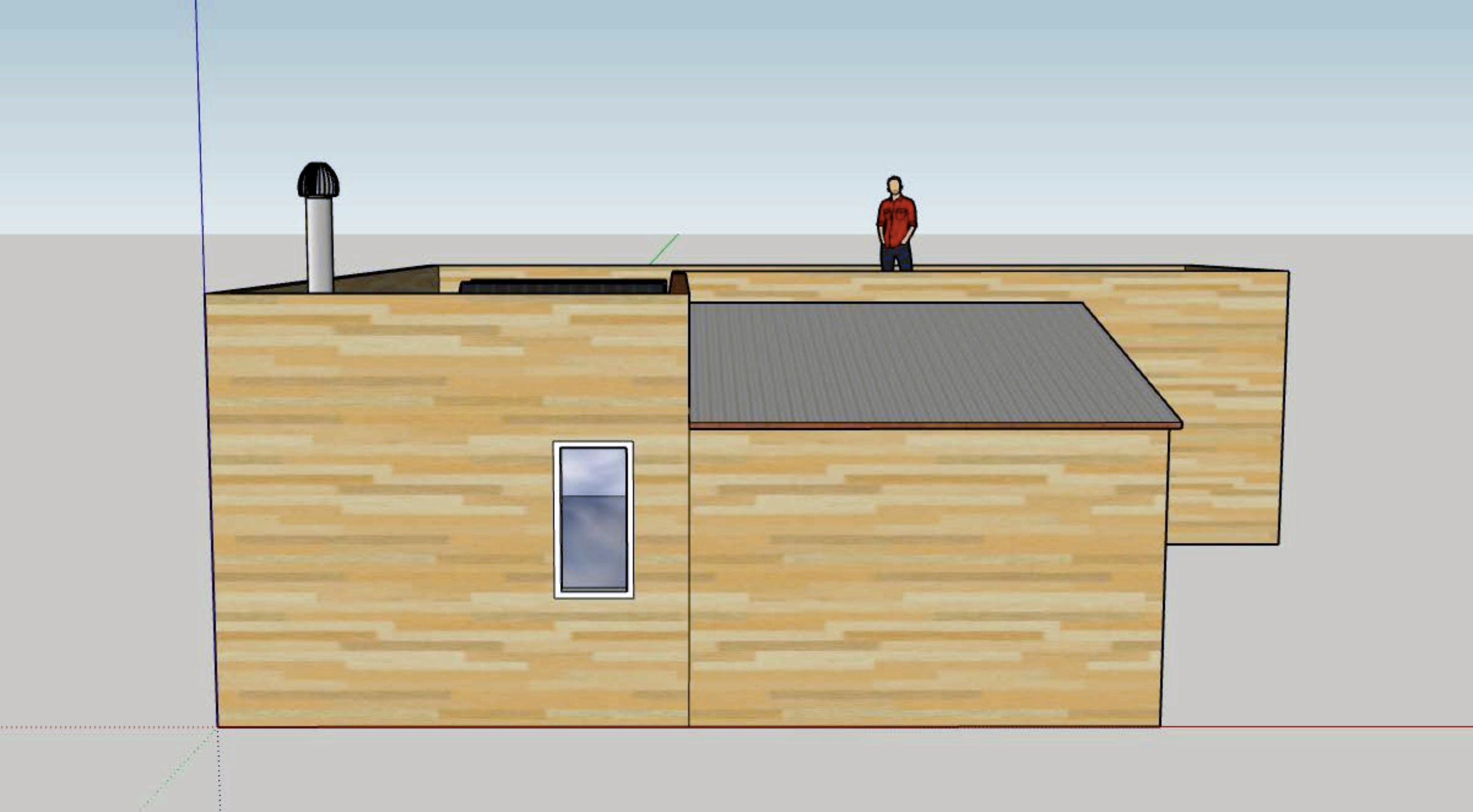
E Lois Ln

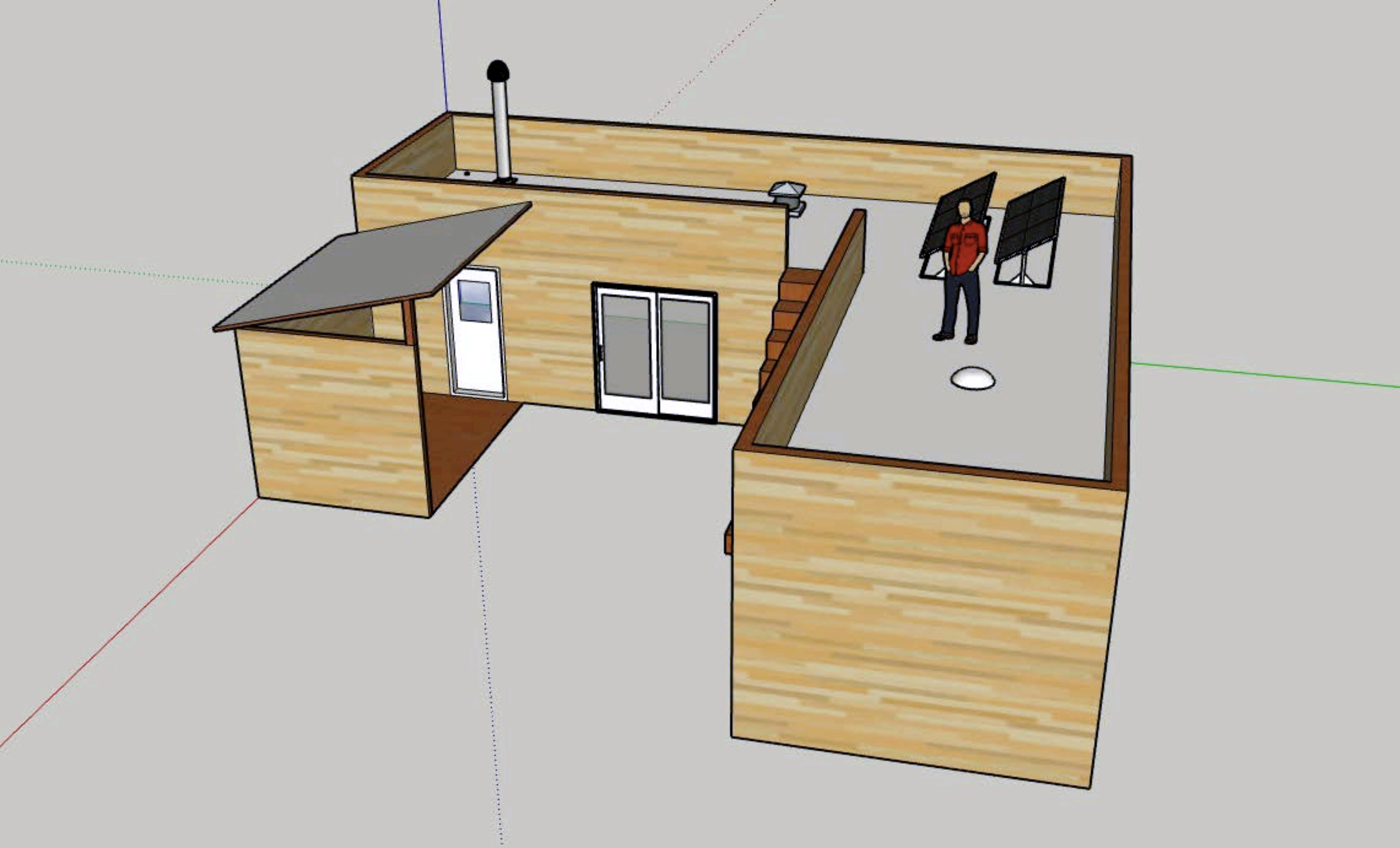
Google

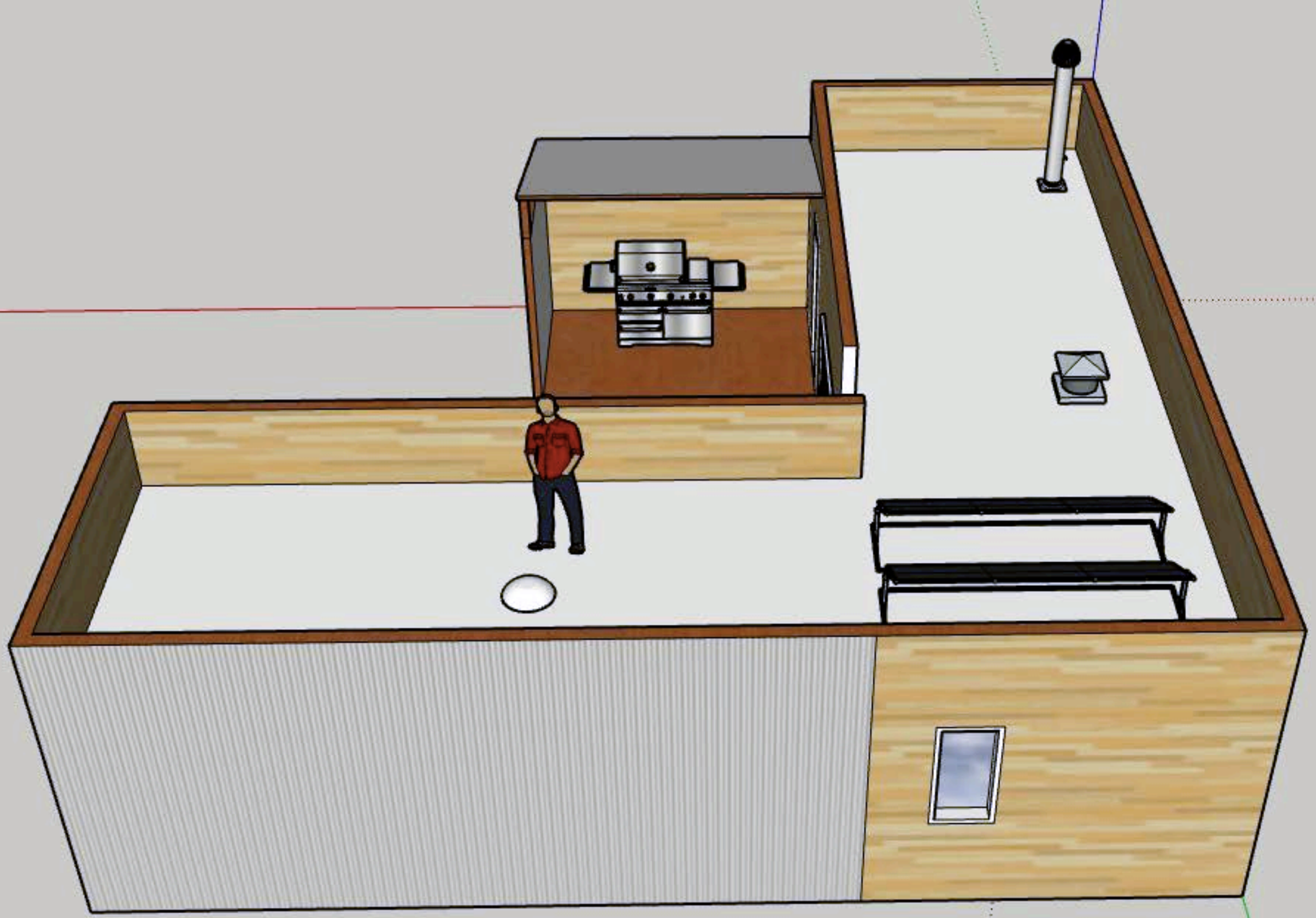
Imagery ©2020 Maxar Technologies, USDA Farm Service Agency, Map dat

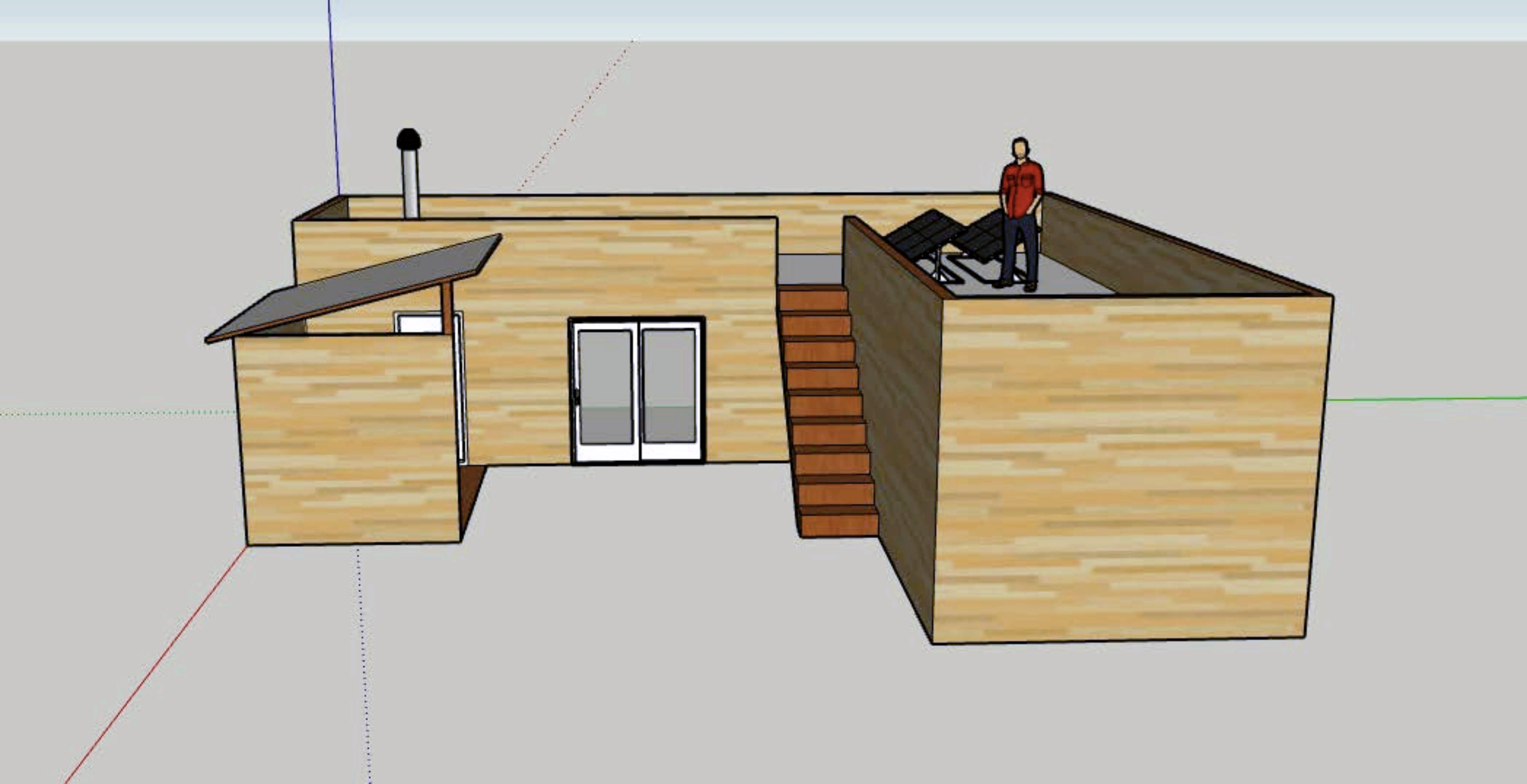












COCHISE COUNTY

SEP 29 2020

PLANNING

**Rezoning Z-20-12 (Husarek)**

__X__ **YES**, I SUPPORT THIS REQUEST
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

_____**NO**, I DO NOT SUPPORT THIS REQUEST:
Please state your reasons:

_____

_____

_____

_____

_____

_____

_____

(Attach additional sheets, if necessary)

PRINT NAME(S): SUSAN VILLAREAL + DOUGLAS HAMBACH

SIGNATURE(S): Susan Villareal

_____

YOUR TAX PARCEL NUMBER: 405 77021 405 77019 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning and Zoning Commission. Submission of this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. Written comments must be received no later than **5 PM on Monday September 28, 2020** to be included in the staff report to the Planning Commission. However, comments received by 5PM the day before the meeting will be noted at that meeting.

RETURN TO: Robert Kirschmann, Planner II
Cochise County Development Services
126 West 5th Street, Suite 4
Benson, AZ 85602

**ZONING ORDINANCE 20-___**

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-36 TO RU-4, PURSUANT TO THE APPLICATION OF MR. ADAM HUSAREK**

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

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

**WHEREAS**, Tax Parcels 405-77-020B is zoned as R-36 and was never developed in accordance with the R-36 Zoning District; and

**WHEREAS**, Mr. Adam Husarek (the "Applicant") wish to bring the Zoning into compliance with the actual development pattern and to amend the zoning to RU-4; and

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

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

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

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

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

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

The zoning classifications for Tax Parcel 405-77-020B as shown on the map attached to this Resolution as Exhibit A, are changed from R-36 to RU-4. The subject parcels are located on northeast corner of E Lois Lane and N Bruno Road, north of Douglas. It is further described as being situated in Section 35 of Township 22 South, Range 28 East of the G&SRB&M, in Cochise County, Arizona.

The Board of Supervisors approves Docket Z-20-12, subject to the following conditions of approval:

1. Within 30-days of approval of the Special Use, Applicants shall provide the County a signed Acceptance of Conditions form and a Waiver of Claims form arising from A.R.S. § 12-1134. Prior to operation of the Special Use, the Applicants shall apply for a building/use permit for the project within 12-months of approval. The building/use permit shall include a site plan in conformance with all applicable site development standards (except as modified) and with Section 1705 of the Zoning Regulations, the completed Special Use permit questionnaire and application, and appropriate fees. A permit must be issued within 18-months of the Special Use approval, otherwise the Special Use may be deemed void upon 30-day notification to the Applicant.

2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional Conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

3. The site plan provided for the Opt-Out permit shall clearly show the layout of buildings and the residence so that staff can confirm if the proposal fully complies with the Development Standards and Building Code requirements (I.E. minimum square footage and setbacks).

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 17th day of November 2020.

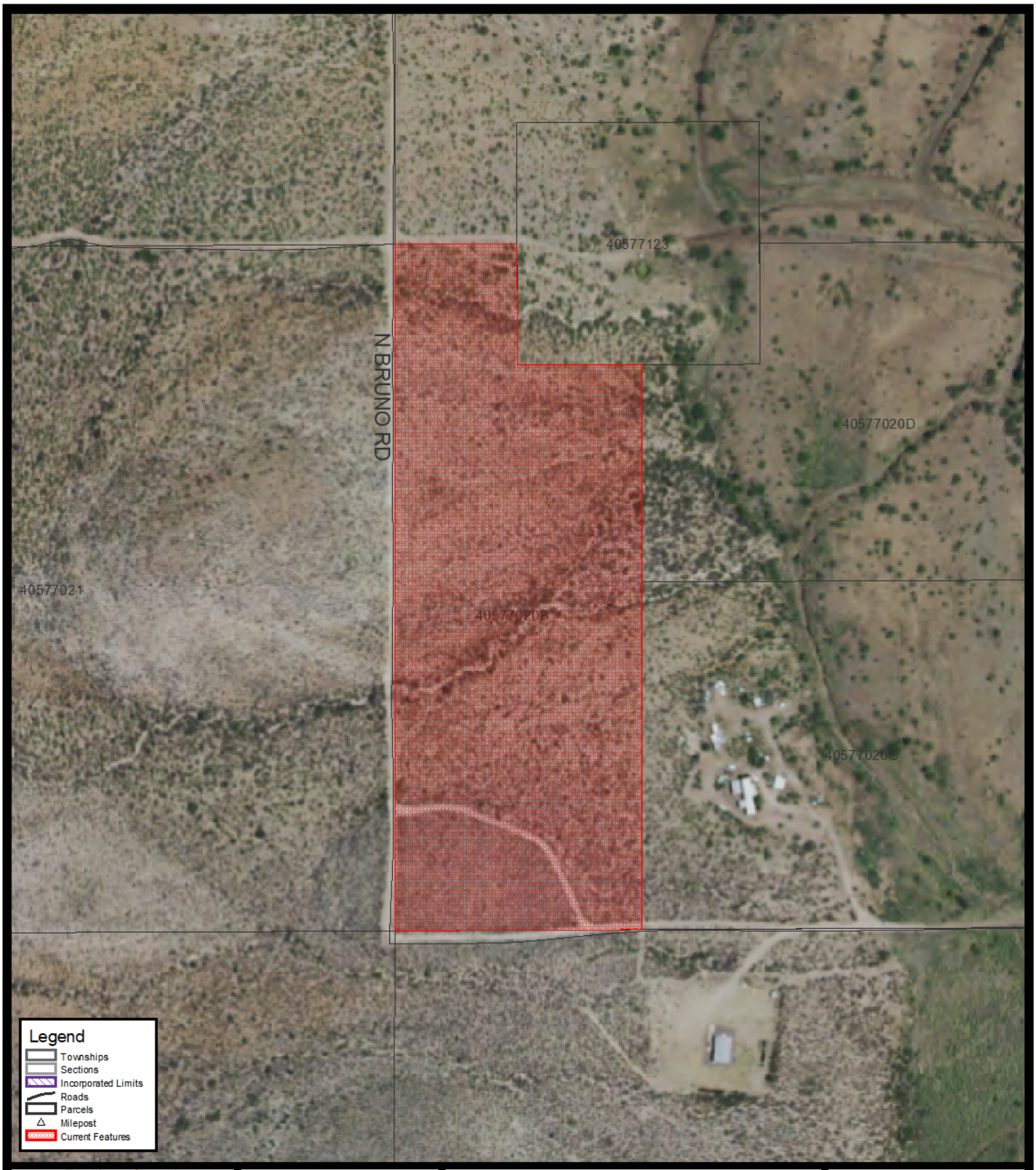
_____
Thomas E. Borer, Chair
Cochise County Board of Supervisors

**ATTEST:**

_____
Kim Lemons, CPCC
Clerk of the Board

**APPROVED AS TO FORM:**

Britt Hanson
_____
Britt W. Hanson, Of Counsel
Cochise County Attorney



COUNTY OF COCHISE
1881
ARIZONA

# Exhibit A

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

0' 1" = 262'

RKirschmann, 2020-11-04 10:26:27
Cochise County (\\co-gis1\geodesy\Encompass\Admin\Meta\View.Mdb)

This document is a graphic representation of our working records.
Please report potential map corrections for review to Cochise County GIS.

COCHISE COUNTY

# Z-20-12 (Husarek)
# A request to rezone from R-36 to RU-4

Board of Supervisors

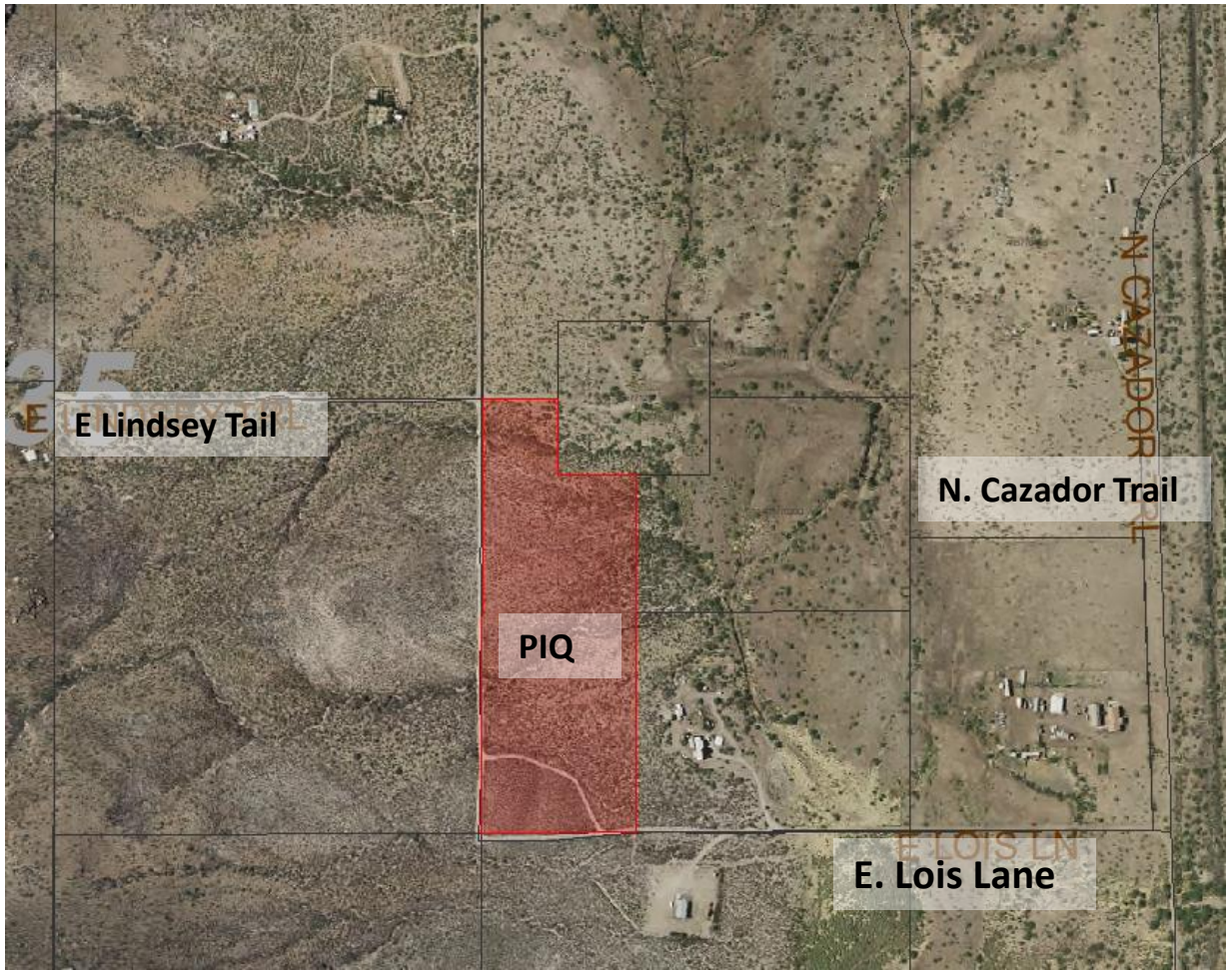
November 17, 2020

***Public Programs…Personal Service***

- The Applicants are requesting a Rezoning from R-36 (Residential, one dwelling per 36,000 square feet) to RU-4 (Rural, one dwelling per 4 acres).
- The subject property is located on East Lois Lane north of Douglas
- Parcel 405-77-020B.
- 13.12 acres
- The request is to utilize the Owner Builder Opt-Out and reduce zoning to density appropriate with the terrain
- The Applicant is Mr. Husarek
- Planning Commission voted 9-0 to recommend approval at the meeting of October 14, 2020.

# Docket Z-20-12 (Husarek)

Location:

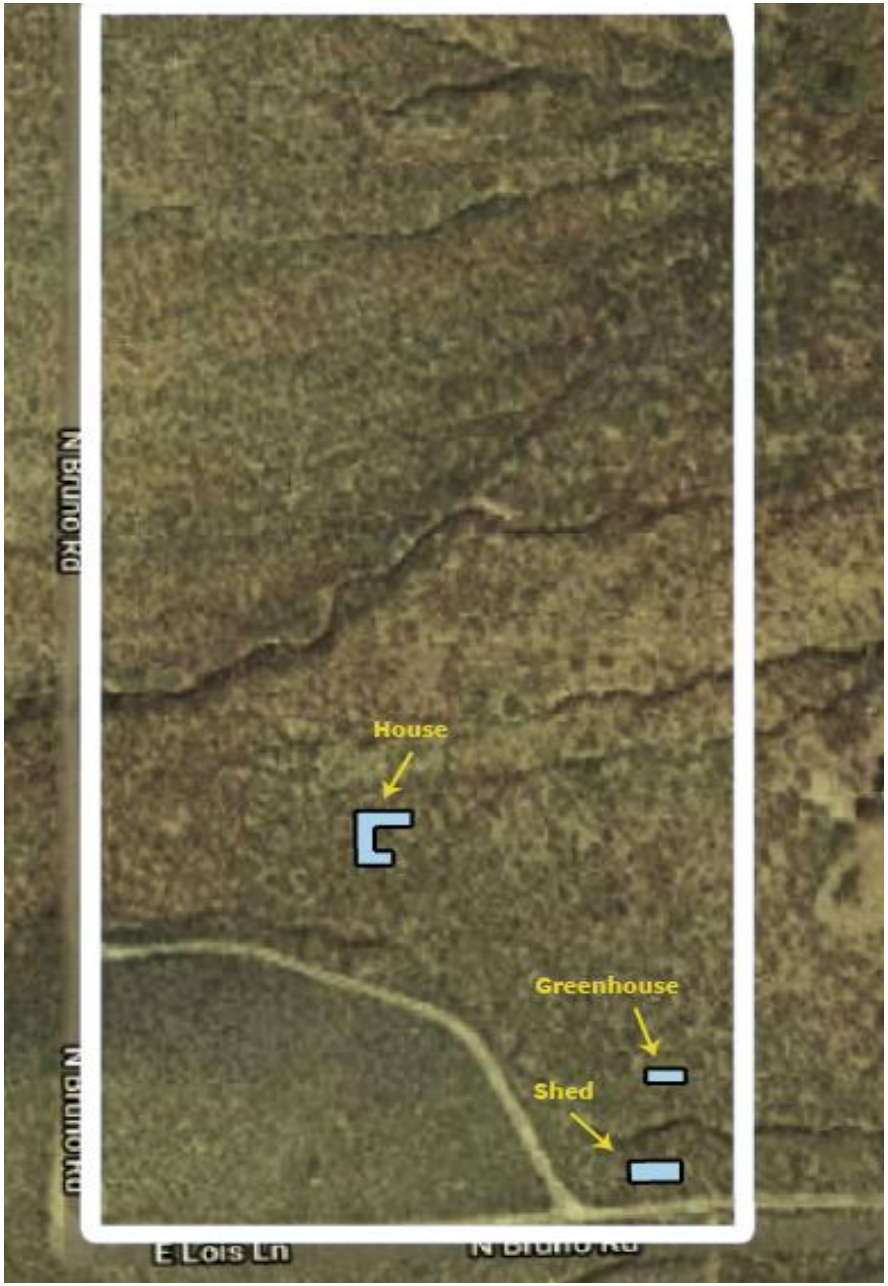


# COCHISE COUNTY

## Factors for or Against a Proposed Rezoning Application

- Zoning Regulations have 15 factors used to evaluate a proposal
  - Eleven of the criteria apply to this request
  - As submitted complies with all eleven criteria
  - Four do not comply

Site Plan:

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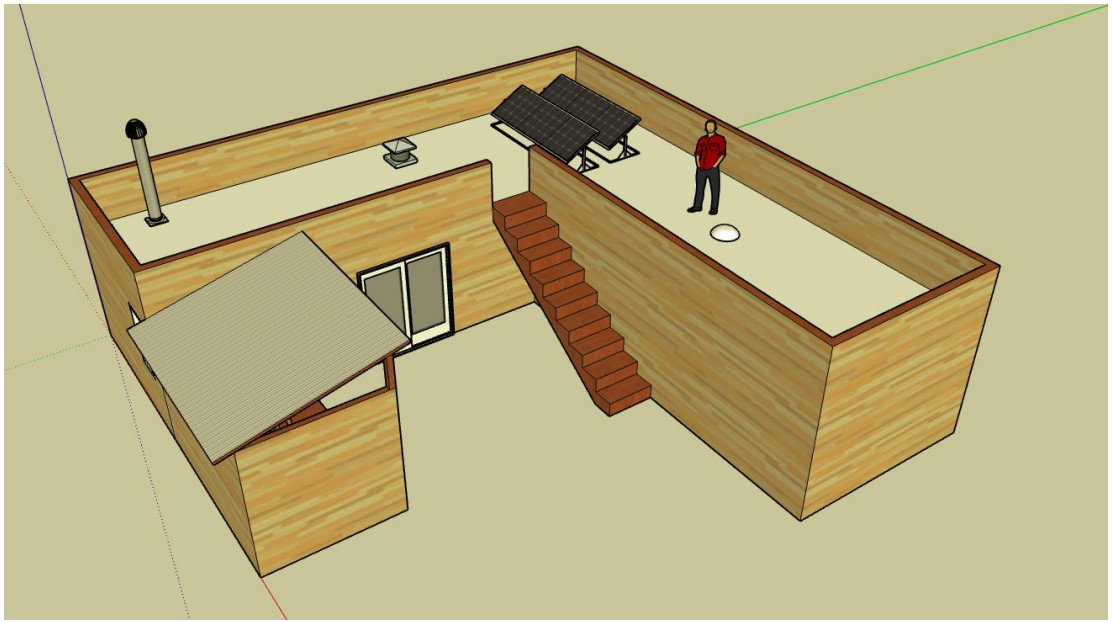
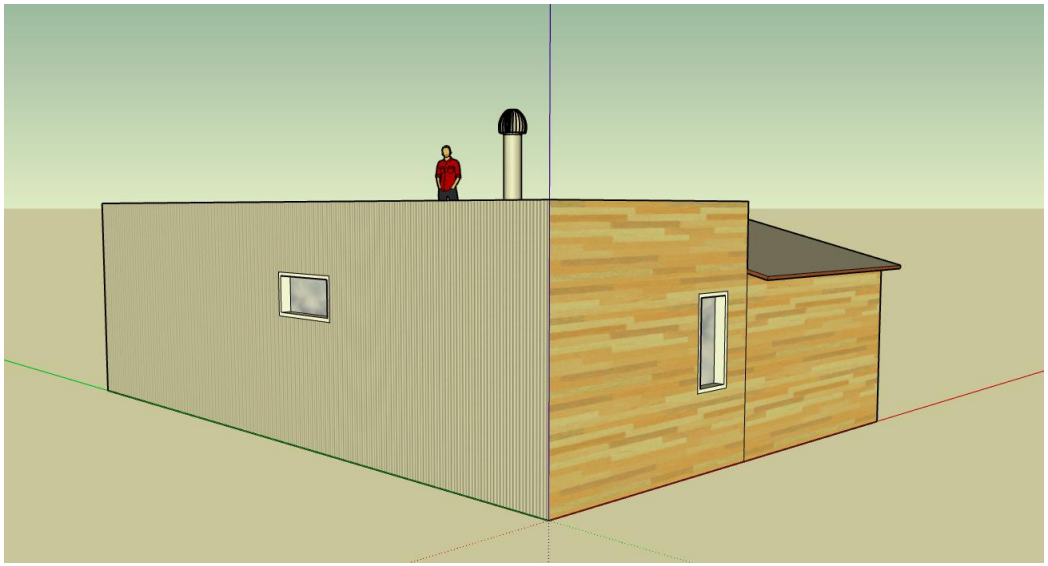
Elevations:





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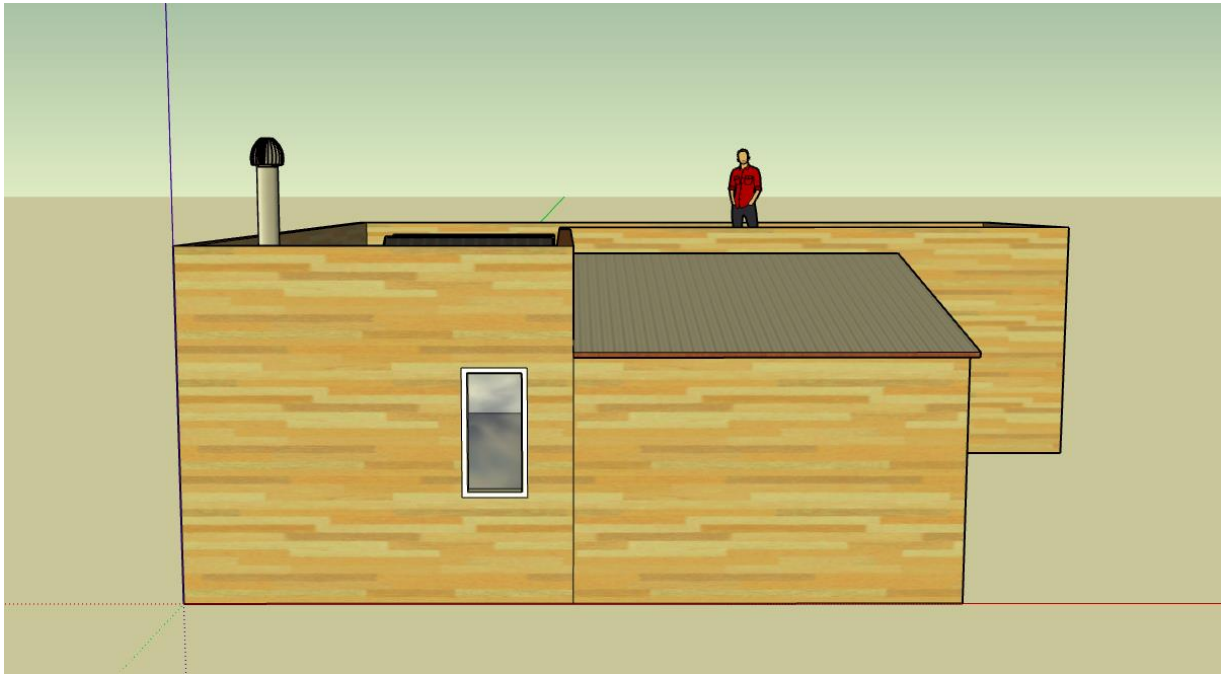
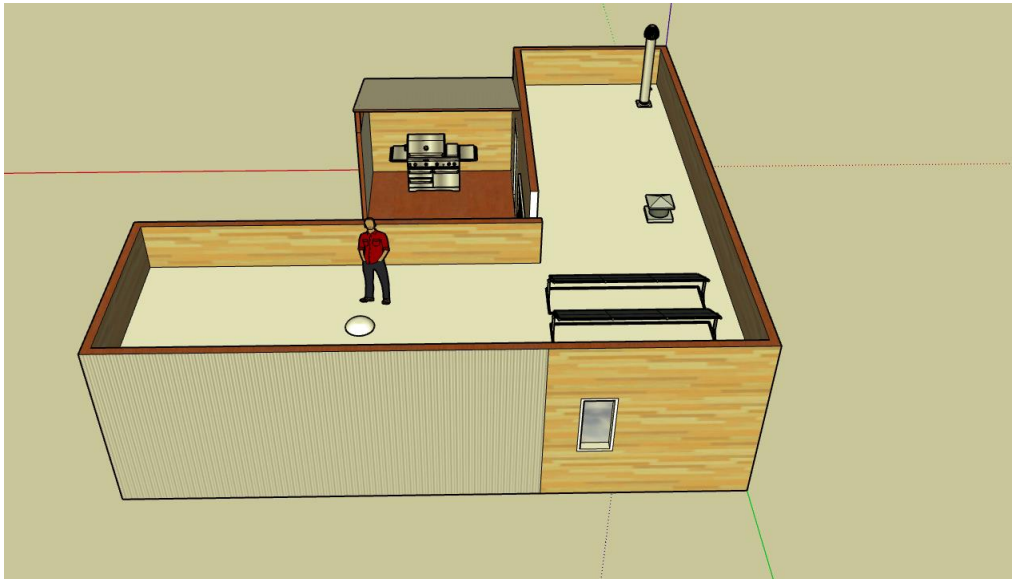
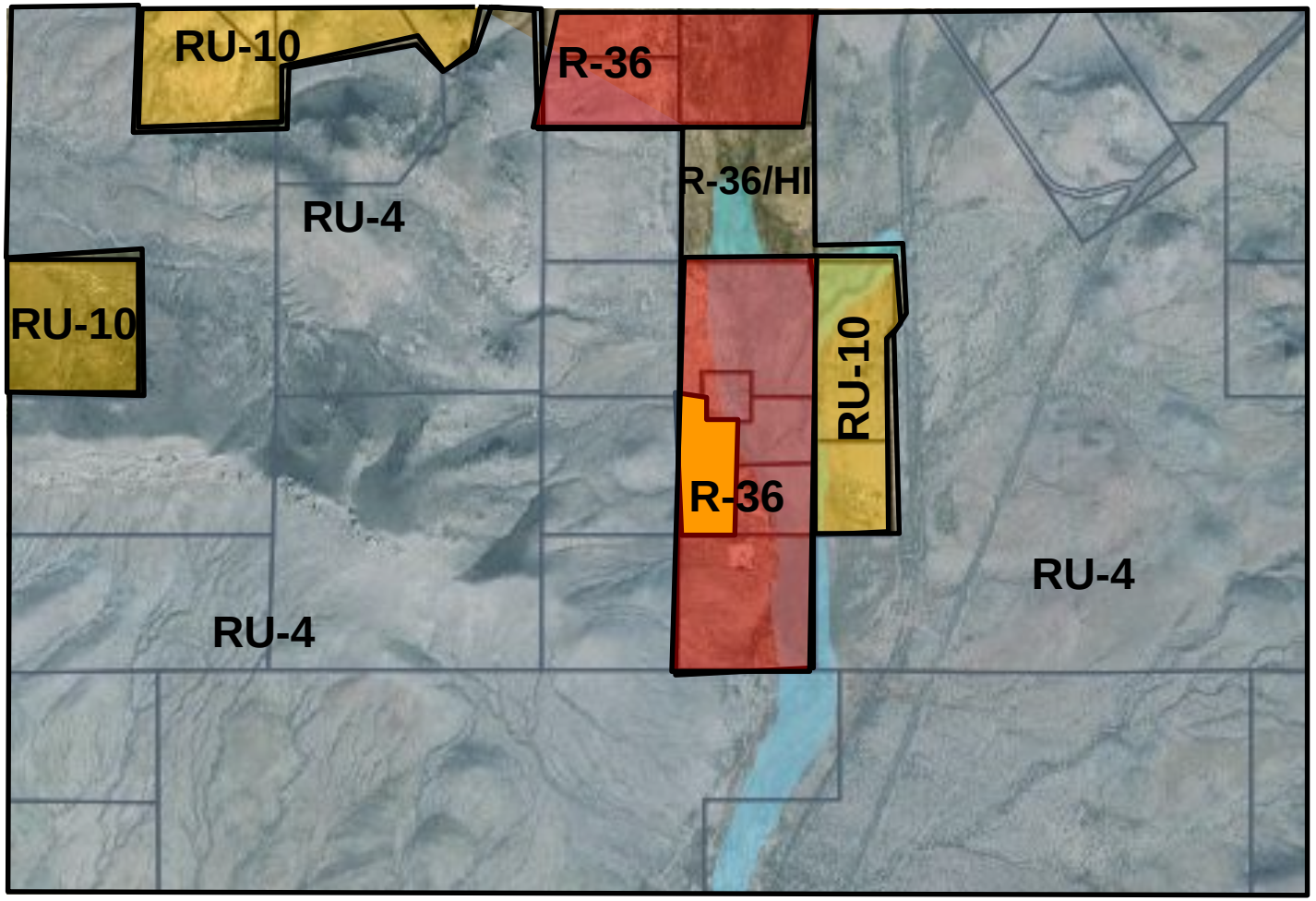




# COCHISE COUNTY

**Docket Z-20-12 (Husarek)**

Zoning:



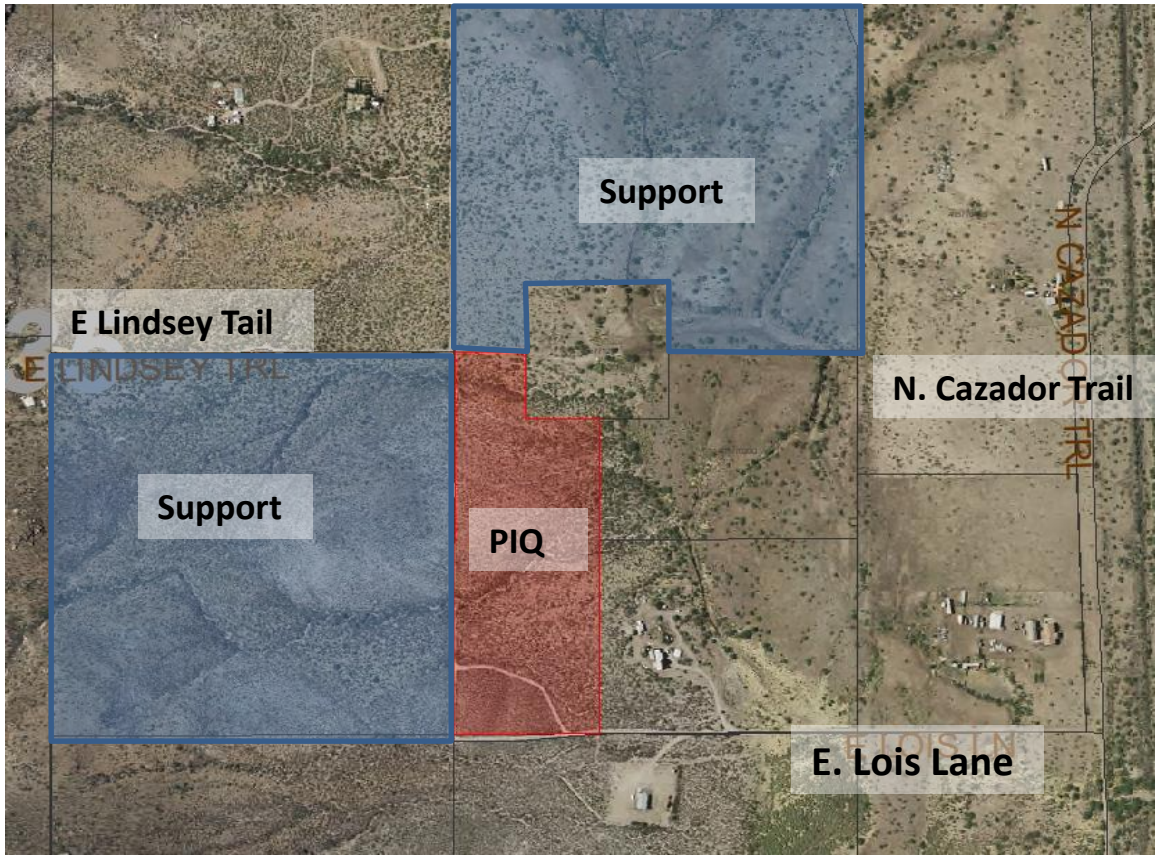
# COCHISE COUNTY

## Docket Z-20-12 (Husarek)

Photos:

## Public Input: Complies

- One letter in support



Factors in Favor and Against Approving the Rezoning:

**Factors in Favor of Approval**

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

**Factors Against Approval**

1. None identified

COCHISE COUNTY

# Recommendation: Conditional Approval

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. The site plan provided for the Opt-Out permit shall clearly show the layout of buildings and the residence so that staff can confirm if the proposal fully complies with the Development Standards and Building Code requirements (I.E. minimum square footage and setbacks).

**Action 19.**

**Regular Board of Supervisors Meeting** **County Sheriff**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| IGA Border Strike Force 2020-075 | | | |
| **Submitted By:** | Curtis Wilkins, County Sheriff | | |
| **Department:** | County Sheriff | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Curtis Wilkins | **TITLE of PRESENTER:** | Lieutenant, Sheriff's Office |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | |

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve Intergovernmental Agreement (IGA) 2020-075 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office (CCSO), to continue to fund three full-time CCSO Southeast Arizona Border Region Enforcement (SABRE) sworn officers, effective when fully executed, through June 30, 2021, with automatic annual renewal options on July 1, 2021, for a period of time not to exceed five years from July 1, 2020.

**Background:**

The purpose of funding these deputies under this agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through cooperative efforts of DPS and the Cochise County Sheriff's Office (CCSO) Southeast Arizona Border Region Enforcement Unit (SABRE). Utilizing Border Strike Force Bureau (BSFB) funds, DPS agrees to partially fund three (3) fulltime CCSO sworn deputies. DPS and CCSO agree the three (3) CCSO deputies will be assigned to the SABRE/BSFB on a full-time basis to perform the mission of SABRE/BSFB seventy-five (75%) percent of payroll expenses of the officers related to this assignment. CCSO will pay twenty-five (25%) percent of payroll expenses. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancelation of the IGA. DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA. CCSO is authorized and empowered pursuant to 11-952. This Agreement is identified as DPS Contract Number 2020-075.

**Department's Next Steps (if approved):**

If this agenda item is approved, the Cochise County Sheriff's Office and the Arizona Department of Public Safety will continue to execute the mission of the SABRE unit to interdict human and drug smuggling.

**Impact of NOT Approving/Alternatives:**

If not approved, the addendum will be returned to the Arizona Department of Public Safety and the SABRE unit will lose their funding to combat human and drug smuggling across the southern border.

**To BOS Staff: Document Disposition/Follow-Up:**

One copy to be retained by Cochise County and one copy to be returned to the Arizona Department of Public Safety through Lieutenant Curtis Wilkins.

---

**Budget Information**

*Information about available funds*

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

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

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Fiscal Year:** 2020/2021

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

**Ongoing Costs? ($$$):**

**County Match Required? ($$$):** 76752.66

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

**Source of Funding?:** General fund vacancy savings

**Fiscal Impact & Funding Sources (if known):**

The Sheriff's Office completed a review of its current budget. The Sheriff's Office has confirmed sufficient vacancy savings exists in the sworn budget line to cover the full cost of the County's required contribution of 25% for the 3 positions. This vacancy savings is derived from DPS GIITEM grant funds currently paying 75% of salary and ERE for 1 Sergeant and 2 Deputies assigned to CCSO SABRE unit. The GF vacancy savings are the equivalent of 2.25 FTE's. Additional costs to the county include annual operating expenses and capital expenses.

- 1 Sergeant (classified/non-exempt)
- Wages - 66150
- ERE - 42170.62 = 63.75% (FICA, PSPRS, WC)
- Health Ins - 6625.00 (employee only)
- 2 Deputies (classified/non-exempt)
- Wages - 109200 (54600 per deputy for 2 deputies)
- ERE - 69615 = 63.75% (FICA, PSPRS, WC)
- Health Ins - 13250 (6625 per deputy for 2 deputies)

**Total - 307,010.62**

County 25% match is $76,752.66

---

**Attachments**

DPS IGA 2020-075 SABRE

---

# ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

DOUGLAS A. DUCEY
Governor

HESTON SILBERT
Director


October 8, 2020

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judge Drive
Highway 80, Mile Post 245
Bisbee, Arizona 85603

RE: INTERGOVERNMENTAL AGREEMENT #2020-075, A.R.S. §41-1713 B.3

Dear Sheriff Dannels:

Enclosed for your review and approval are two (2) originals of Intergovernmental Agreements, #2020-075, between the Arizona Department of Public Safety, GIITEM and the Cochise County Sheriff's Office. The purpose of this agreement is to enhance law enforcement services concerning the criminal activities of criminal syndicates, drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County. Please sign each of the agreements and return one copy to the below address.

Criminal Investigations Division
Attn: Capt. J. Barcello
Arizona Department of Public Safety
PO Box 6638, MD 1350
Phoenix, AZ 85005-6638

Please contact our office at 602-223-2433 or email at jbarcello@azdps.gov with any questions or concerns.

Sincerely,

Deston Coleman, Jr., Lt Colonel
Assistant Director
Criminal Investigations Division

/cjh

Enclosures (2)

A.G.CONTRACT NO._____ DPS CONTRACT NO. 2020-075

**INTERGOVERNMENTAL AGREEMENT**
**REGARDING**
**GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION**
**(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cochise County Sheriff's Office, hereinafter referred to as "CCSO."

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates, drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through the cooperative efforts of DPS and the CCSO - Southeast Arizona Border Region Enforcement Unit, hereinafter referred to as "SABRE".

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.RS. §11-952. CCSO is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

## I. PARTICIPATION

Utilizing Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," funds, DPS agrees to partially fund three (3) fulltime CCSO SABRE sworn officers; one (1) sergeant and two (2) deputies. CCSO agrees to assign the aforementioned one (1) CCSO SABRE sergeant and two (2) CCSO SABRE deputies, who are to be AZ P.O.S.T. certified sworn law enforcement officers, hereinafter referred to as "officers", to DPS and GIITEM, on a full-time basis for such assignments within the purposes of this IGA. CCSO agrees assigned personnel will comply with CCSO residency requirements; Arizona resident residing in Cochise County. DPS and CCSO agree the three (3) CCSO SABRE officers and two (2) DPS GIITEM officers will be assigned to SABRE/GIITEM on a fulltime basis to perform the mission of SABRE/GIITEM, as directed by CCSO, and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

CCSO agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

## II. REIMBURSEMENT

DPS agrees to reimburse CCSO on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workers compensation and social security at established rates, vacation and sick leave taken while working SABRE/GIITEM.

Overtime compensation will be for SABRE/GIITEM related activities only. There *must* be a minimum of 40 hours of SABRE/GIITEM related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse CCSO for overtime compensation to its officers in an amount not to exceed eight (8) hours per month.

Notwithstanding these limitations, DPS may reimburse for overtime hours on SABRE/GIITEM related work without contacting CCSO if DPS determines additional funding is available.

Monthly vacation or sick leave which accrues, but not used by the officers, will not be reimbursed. CCSO will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on- going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officers reporting to GIITEM, CCSO agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse CCSO for salary raises or modifications to base salaries, unless CCSO submits such modification to DPS at least 60 days prior to the effective date of such modification.

CCSO agrees to provide to DPS by the 15th of each month a report of the previous month's SABRE/GIITEM enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the officers by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

Any other equipment assigned to the officers for use during the assignment shall remain the property of the party that assigned the equipment.

## III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

## IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

## V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable 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, agents, employees, or volunteers.

## VI. DRUG FREE WORKPLACE

Any officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932- 02056. DPS shall not charge any fee or cost to the Agency for any assigned officers who undergo testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

## VII. RECORDKEEPING

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

## VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

## IX. JURISDICTION

CCSO agrees to permit their officers to work outside of their regular jurisdictional boundaries.

## X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

## XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.RS. §23-1022 D., for the purposes of Worker's Compensation coverage, CCSO officers covered by the IGA shall be deemed to be employees of both agencies. CCSO, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

## XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

## XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30th, 2021. Thereafter, the duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years from July 1st, 2020.

Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and CCSO regarding GIITEM gang enforcement participation are cancelled *as* of the effective date of this IGA.

## XIV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages *as* a result of termination under this paragraph.

## XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

## XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. 0. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Sheriff Mark Dannels
Cochise County Sheriff's Office 205
North Judd Drive
Bisbee, Arizona 85603

## XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY: _____ Date: 10/6/2020
Colonel Heston Silbert, Director
Arizona Department of Public Safety

APPROVED:

BY: _____ Date: 10/1/2020
Assistant Attorney General
Arizona Attorney General's Office

**COCHISE COUNTY SHERIFF'S OFFICE**

BY: _____ Date: 10/15/20
Mark J. Dannels, Sheriff
Cochise County Sheriff's Office

**COCHISE COUNTY BOARD OF SUPERVISORS**

BY: _____ Date: _____
Chairman of the Board

ATTEST: _____ Date: _____
Clerk of the Board

**Action 20.**

**Regular Board of Supervisors Meeting** **County Sheriff**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Inter-fund Transfer Fund 570 to Fund 100 | | | |
| **Submitted By:** | Daniel Duchon, Finance | | |
| **Department:** | Finance | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Mark Dannels | **TITLE of PRESENTER:** | Sheriff |
| **Mandated Function?:** | Not Mandated | **Source of Mandate or Basis for Support?:** | |

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve inter-fund transfer of $543,000 from fund 570 to fund 100 for Sheriff's Office overtime and comp time funding requests.

**Background:**

In FY-19 the BOS approved the current comp time and holiday time policy. This increased expenses for the Sheriff's Office, and was requested as a funding request in the FY-21 budget. The Sheriff's Office has the funds in Fund 570 to meet this need. Fund 570 was used to collected reimbursement for law enforcement services provide by the Sheriff's Office, from the State of Arizona. These funds are reimbursement monies for services provided, and not special revenue. For FY-21, this inter-fund transfer will move the $534,000 from Fund 570 to Fund 100, Sheriff's Office to meet this need.

**Department's Next Steps (if approved):**

Finance will execute inter-fund transfer.

**Impact of NOT Approving/Alternatives:**

Comp time and OT will not be funded, projecting Sheriff's Office will go over budget at the end of FY-21.

**To BOS Staff: Document Disposition/Follow-Up:**

Return minutes to Budget.

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**Budget Information**

*Information about available funds*

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

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

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Fiscal Year:** FY21

**One-time Fixed Costs? ($$$):** 0

**Ongoing Costs? ($$$):** 0

**County Match Required? ($$$):** 0

**A-87 Overhead Amt? (Co. Cost Allocation $$$):** 0

**Source of Funding?:** Fund 570

**Fiscal Impact & Funding Sources (if known):**

For FY-21, the funding will be provided from Fund 570.

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**Attachments**

*No file(s) attached.*

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**Action 21.**

**Regular Board of Supervisors Meeting** **County Sheriff**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Two Operation Stonegarden Grant Program Contracts | | | |
| **Submitted By:** | Ken Foster, County Sheriff | | |
| **Department:** | County Sheriff | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 4 |
| **NAME of PRESENTER:** | Ken Foster | **TITLE of PRESENTER:** | Lieutenant |
| **Mandated Function?:** | Local Mandate or Policy | **Source of Mandate or Basis for Support?:** | ARS 11-441 |

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).

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**Information**

**Agenda Item Text:**

Approve Operation Stonegarden Contracts: 18-AZDOHS-OPSG-180401-05, reallocating funds in the amount of $2,064 from the Arizona Department of Homeland Security (DOHS) to purchase Air Cards for the License Plate Readers (LPR's) trailers previously purchased through this grant/program, effective October 20, 2020 through August 31, 2021; and 18-AZDOHS-OPSG-180401-04, reallocating funds in the amount of $27,895 for overtime and mileage, effective October 20, 2020 through July 31, 2021.

**Background:**

The Sheriff's Office has two (2) contracts for funding in Operation Stone Garden.

The first involves four (4) trailer mounted license plate readers CCSO purchased during the FY 2018 grant cycle. Recently, CCSO learned for the computers in the trailers to send the information captured by the cameras out to Deputies/Investigators and partners linked with our office, an Air Card is needed.

CCSO was awarded $2,064.00 for this process. The cost per month for all 4 trailers is $160.04. With this funding, CCSO will be able to operate the 4 trailers for 12 months.

These trailers will be strategically placed in areas of our county to assist in the detection and apprehension of drug and human smugglers who utilize paths, streets, roadways and highways in Cochise County. These cameras will further assist this office in our continued efforts in supporting the U.S. Border Patrol in their overall mission of deterring, detecting and apprehending those who choose to violate Federal and State Statutes in the furtherance of this criminal activity.

Furthermore, these trailers can/will assist law enforcement with cases such as Amber Alerts, Silver Alerts and any other welfare check involving vehicles, thus assisting CCSO in our service in making our communities safer.

**Department's Next Steps (if approved):**

If approved, the Sheriff's Office will start/continue to participate with the US Border Patrol in Operation Stone Garden. Also, the Sheriff's Office will purchase the already approved (through the US Border Patrol and DOHS) equipment that will be utilized in the operations.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

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

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**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**

Overtime and Mileage contract
Equipment contract
Equipment Grant Form
Overtime and Mileage Grant Form

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# SUBRECIPIENT AGREEMENT - REALLOCATION
# OPERATION STONEGARDEN GRANT PROGRAM
# OVERTIME-MILEAGE

## 18-AZDOHS-OPSG-180401-04

## Between

## The Arizona Department of Homeland Security
## And
## Cochise County Sheriff's Office

## DUNS Number 179281282

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

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

**I. PURPOSE OF AGREEMENT**

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

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 20, 2020 and shall terminate on July 31, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"OPSG Overtime-Mileage"** and funded at **$27,895.00** (as may have been modified by the award letter).

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

a) Provide up to **$27,895.00** to the Subrecipient for services provided under Paragraph III.

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

**V. FISCAL RESPONSBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore,

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

## VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

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

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

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

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

## VII. APPLICABLE REGULATIONS

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

**Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS

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

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

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

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

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

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

**Consultants/Trainers/Training Providers**
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

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

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

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

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

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

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

**Communications Equipment**
All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:
a) P25 standards;
b) SAFECOM Guidance;
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC); and

d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

**Nonsupplanting Agreement**

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

**E-Verify**

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

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

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

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

**Property Control**

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

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

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

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

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

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

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

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

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

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

**Allowable Costs**

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

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

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

## VIII. DEBARMENT CERTIFICATION

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

by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

## IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

## X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

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

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

c) Quarterly Programmatic Reports are due:
**January 15** (for the period from October 1– December 31)
**April 15** (for the period from January 1 – March 31)
**July 15** (for the period from April 1 – June 30)
**October 15** (for the period from July 1 – September 30)

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

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

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

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

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

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

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

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

## XI. ASSIGNMENT AND DELEGATION

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

## XII. AMENDMENTS

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

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4)

be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

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

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

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

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

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

**Article F - USA Patriot Act of 2001**
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

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

**Article H - Reporting of Matters Related to Recipient Integrity and Performance**
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance

Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article X - Patents and Intellectual Property Rights**

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

**Article Y – Notice of Funding Opportunity Requirements**

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

**Article Z – Non-supplanting Requirement**

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

**Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those

organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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

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

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

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

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

**Article AG - Federal Leadership on Reducing Text Messaging while Driving**
All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in

Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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

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

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

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

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

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

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

**Article AO- Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services**

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AO) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AO "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AO. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

## XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

## XV. AGREEMENT RENEWAL

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

## XVI. RIGHT TO ASSURANCE

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

## XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

## XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

## XIX. AVAILABILITY OF FUNDS

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

## XX. FORCE MAJEURE

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

## XXI. PARTIAL INVALIDITY

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

## XXII. ARBITRATION

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

## XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

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

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

**XXIV. ENTIRE AGREEMENT**

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

**XXV. LICENSING**

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

**XXVI. SECTARIAN REQUESTS**

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

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

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

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

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

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

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

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

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

## XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

## XXX. INDEMNIFICATION

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

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

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

## XXXI. TERMINATION

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

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

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

**XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

**XXXIII. PARAGRAPH HEADINGS**

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

**XXXIV. COUNTERPARTS**

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

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**XXXVI. SPECIAL CONDITIONS**

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

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

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

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

## XXXVII. NOTICES

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

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

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

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

Sheriff Mark T. Dannels
Enter Title, First & Last Name Above
**Cochise County Sheriff's Office**
Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

## XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**Cochise County Sheriff's Office**
Enter Agency Name Above

Authorized Signature Above

Mark T. Dannels
Print Name & Title Above

10-23-20
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

Kim Lemons
Clerk of the Board

APPROVED AS TO FORM:

10/27/2020

Christine J. Roberts
Civil Deputy County Attorney

# SUBRECIPIENT AGREEMENT - REALLOCATION
# OPERATION STONEGARDEN GRANT PROGRAM
# EQUIPMENT

## 18-AZDOHS-OPSG-180401-05

## Between

## The Arizona Department of Homeland Security
## And
## Cochise County Sheriff's Office

## DUNS Number 179281282

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

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

I. **PURPOSE OF AGREEMENT**

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

II. **PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 20, 2020 and shall terminate on August 31, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"OPSG EQUIPMENT"** and funded at **$2,064.00** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

a) Provide up to **$2,064.00** to the Subrecipient for services provided under Paragraph III.

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

V. **FISCAL RESPONSBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore,

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

## VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

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

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

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

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

## VII. APPLICABLE REGULATIONS

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

**Davis Bacon Act**

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS

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

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

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

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

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

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

**Consultants/Trainers/Training Providers**
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

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

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

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

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

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

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

**Communications Equipment**
All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:
a) P25 standards;
b) SAFECOM Guidance;
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC); and

d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

**Nonsupplanting Agreement**

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

**E-Verify**

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

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

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

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

**Property Control**

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

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

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

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

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

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

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

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

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

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

**Allowable Costs**

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

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

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

## VIII. DEBARMENT CERTIFICATION

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

by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

## IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

## X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

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

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

c) Quarterly Programmatic Reports are due:
**January 15** (for the period from October 1– December 31)
**April 15** (for the period from January 1 – March 31)
**July 15** (for the period from April 1 – June 30)
**October 15** (for the period from July 1 – September 30)

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

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

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

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

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

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

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

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

## XI. ASSIGNMENT AND DELEGATION

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

## XII. AMENDMENTS

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

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4)

be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

**Article A - Disposition of Equipment Acquired Under the Federal Award**

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

**Article B – Acceptance of Post Award Changes**

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

**Article C - Procurement of Recovered Materials**

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

**Article D - Whistleblower Protection Act**

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

**Article E - Use of DHS Seal, Logo and Flags**

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

**Article F - USA Patriot Act of 2001**

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

**Article G – Universal Identifier and System of Award Management (SAM)**

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

**Article H - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance

Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article X - Patents and Intellectual Property Rights**

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

**Article Y – Notice of Funding Opportunity Requirements**

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

**Article Z – Non-supplanting Requirement**

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

**Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those

organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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

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

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

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

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

**Article AG - Federal Leadership on Reducing Text Messaging while Driving**
All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in

Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

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

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

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

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

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

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

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

**Article AO- Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services**

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AO) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AO "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AO. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

## XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

## XV. AGREEMENT RENEWAL

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

## XVI. RIGHT TO ASSURANCE

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

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

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

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

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

**XIX. AVAILABILITY OF FUNDS**

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

**XX. FORCE MAJEURE**

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

**XXI. PARTIAL INVALIDITY**

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

**XXII. ARBITRATION**

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

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

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

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

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

**XXIV. ENTIRE AGREEMENT**

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

**XXV. LICENSING**

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

**XXVI. SECTARIAN REQUESTS**

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

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

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

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

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

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

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

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

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

## XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

## XXX. INDEMNIFICATION

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

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

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

## XXXI. TERMINATION

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

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

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

**XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

**XXXIII. PARAGRAPH HEADINGS**

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

**XXXIV. COUNTERPARTS**

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

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**XXXVI. SPECIAL CONDITIONS**

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

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

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

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

## XXXVII. NOTICES

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

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

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

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

Sheriff Mark J. Dannels
Enter Title, First & Last Name Above
**Cochise County Sheriff's Office**
Enter Agency Name Above
205 N. Judd Drive
Enter Street Address Above
Bisbee, AZ 85603
Enter City, State, ZIP Above

## XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**Cochise County Sheriff's Office**
Enter Agency Name Above

Authorized Signature Above

Mark J. Dannels, Sheriff
Print Name & Title Above

10-23-20
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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

Thomas E. Borer, Chairman
Cochise County Board of Supervisors

ATTEST:

Kim Lemons
Clerk of the Board

APPROVED AS TO FORM:

10/27/2020

Christine J. Roberts
Civil Deputy County Attorney

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

---

**PRIMARY GRANT**

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

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**PRIMARY GRANT**

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

**Action 22.**

**Regular Board of Supervisors Meeting** **Court Administration**

**Meeting Date:** 11/17/2020

FY21 Traffic Case Processing Funds Funding Agreement

**Submitted By:** Rita Shipley, Court Administration

**Department:** Court Administration

| | | | |
|---|---|---|---|
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature NOT Required | **# of ORIGINALS Submitted for Signature:** | 0 |
| **NAME of PRESENTER:** | Rita Shipley | **TITLE of PRESENTER:** | Budget and Finance Director |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | A.R.S. §28-3398 |

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

---

**Information**

**Agenda Item Text:**

Approve Fiscal Year 2020-21 Traffic Case Processing Funds funding agreement as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2020 through June 30, 2021, in the amount of $63,325 that includes $25,000 matching funds from general fund, $6,500 from cash carry forward, and $6,825 from local Judicial Collection Enforcement Funds.

**Background:**

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

**Department's Next Steps (if approved):**

Send signed documents to the AOC for processing of FY21 funding. Also submit interfund transfer to Finance for the required match.

**Impact of NOT Approving/Alternatives:**

No funding for the Field Trainer position.

**To BOS Staff: Document Disposition/Follow-Up:**

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

---

**Budget Information**

*Information about available funds*

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

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

FY21 Funding Agreement
Grant Approval Form
Interfund Transfer

Arizona Supreme Court
Administrative Office of the Courts

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**FUNDING AGREEMENT FOR TRAFFIC CASE PROCESSING FUNDS**

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Cochise County Superior Court
Field Trainer
Fiscal Year 2021
GPT# 2102STCPF1

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

## RECITAL

The purpose of this Agreement is to provide funding to the Court to implement its approved plan for use of Traffic Case Processing Funds (TCPF) for Fiscal Year 2021, as set forth in Addenda A and B which are part of this Agreement.

## TERMS AND CONDITIONS

### 1. TERM OF AGREEMENT

This Agreement becomes effective on July 1, 2020 and shall remain in effect through June 30, 2021

### 2. MODIFICATION AND TERMINATION

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

### 3. FUND ACCOUNTING

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

### 4. EXPENDITURES

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

**b. Reporting Requirements.** The Court shall submit a final status report to the AOC forty-five days after the end of the grant period ending June 30, 2021. It is especially important that we receive all status reports because the AOC uses that data for the JCEF funds report. It is critical that the expenditures of all JCEF funds are reported and include all benefits that have been realized, especially those measurable deliverables stated in the application and approval letter. The closing report will include a financial report along with any unexpended funds and interest in accordance with paragraph 4.C of this agreement and a detailed narrative report. In addition, the field trainer is required to submit monthly status reports to the Automation Services Unit, AOC to assist in measuring

the continued effectiveness of the program.

**c. Unexpended Funds.** Funds unencumbered as of June 30, 2021 and unexpended as of July 31, 2021, plus all unexpended interest accrued on such funds while in the possession of the Court, shall be transmitted to the AOC for reversion to the Traffic Case Processing Fund no later than August 15, 2021. The reversion shall be accompanied by a closing financial statement signed by the Presiding Judge or appropriate Division/Department head if this agreement is between the AOC and an organization other than an Arizona court.

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

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

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

**f. Termination of Funding.** In the event that this Agreement is terminated prior to June 30, 2021, all unexpended funds in the possession of the Court shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with Traffic Case Processing Funds.

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

## 5. BOOKS AND RECORDS

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

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

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

## 6. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

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

## 7. INVENTORY

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

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

## 8. USE, LOSS AND DISPOSITION OF EQUIPMENT

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

## 9. PERFORMANCE LIABILITY

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

## 10. VACATION COMPENSATION

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

**Cochise County Superior Court**

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

**ARIZONA SUPREME COURT**

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

**ADDENDUM A**

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
TRAFFIC CASE PROCESSING FUNDS

**GRANTEE: Cochise County Superior Court**

**ADDENDUM DATE: October 21, 2020**

**BEGIN DATE: July 1, 2020** **END DATE: June 30, 2021**

**NOTE:** This addendum supersedes all previously dated addenda.

| | | |
|---|---|---|
| **FUND SUMMARY:** | | |
| Personnel | $43,608.00 | |
| Employee-Related Expenses | $15,367.00 | |
| Travel | $1,000.00 | |
| Professional Services | $0.00 | |
| Operating Expenses | $1,100.00 | |
| Computer Equipment (ACAP Fees) | $2,250.00 | |
| **TOTAL FUNDS:** | | **$63,325.00** |
| **AMOUNT FROM OTHER SOURCES:** | | |
| LOCAL JCEF | $6,825.00 | |
| LOCAL MTFG | $0.00 | |
| FTG (Fill the Gap) | $0.00 | |
| Other; Local Source (does not require AOC approval to expend) | $31,500.00 | |
| **TOTAL:** | | **$38,325.00** |
| **AMOUNT TO BE DISBURSED TO COURTS ON OR ABOUT:** | | |
| Upon receipt of signed funding agreement | $12,500.00 | |
| On or about December 20, 2020 (pending receipt of the timely submission of required monthly reports) | $12,500.00 | |
| **TOTAL AMOUNT APPROVED FOR DISBURSEMENT:** | | **$25,000.00** |
| **TOTAL AMOUNT APPROVED FOR EXPENDITURE:** | | **$63.325.00** |

Signed: Date:

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

Signed: Date:

Honorable James Conlogue, Presiding Judge
Superior Court in Cochise County

**ADDENDUM B**

TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
TRAFFIC CASE PROCESSING FUNDS

**GRANTEE: Cochise County Superior Court**

**ADDENDUM DATE: October 21, 2020**

**BEGIN DATE: July 1, 2020** **END DATE: June 30, 2021**

**NOTE:** This addendum supersedes all previously dated addenda.

**PERSONNEL COSTS:**

| Employee Position | Hours Per Week | Length of Appointment | Hourly Salary | ERE % | Total Request |
|---|---|---|---|---|---|
| Field Trainer | 40 | 1 year | | | $43,608.00 |

**Subtotal Personnel Costs:** **$43,608.00**

**EMPLOYEE RELATED EXPENSES:**

| Employee Position | Total ERE |
|---|---|
| Field Trainer | $15,367.00 |

**Subtotal Employee Related Expenses:** **$15,367.00**

**PROFESSIONAL SERVICES**

| Item: | Cost |
|---|---|
| | $0.00 |

**Subtotal Professional Services Expenses:** **$0.00**

**TRAVEL:**

| Item: | Cost |
|---|---|
| Travel | $1,000.00 |

**Subtotal Travel Expenses:** **$1,000.00**

**OPERATING EXPENSES:**

| Item: | Cost |
|---|---|
| Supplies, Copier Lease | $1,100.00 |

**Subtotal Operating Expenses:** **$1,100.00**

**EQUIPMENT EXPENSES:**

| Item: | Cost |
|---|---|
| ACAP Device Fees | $2,250.00 |

**Subtotal Equipment Expenses:** **$2,250.00**

**TOTAL FY21 BUDGET:** **$63,325.00**

## ATTACHMENT C

## ARIZONA COURTS
## INVENTORY AND PROPERTY CONTROL POLICY

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

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

### DEFINITIONS

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

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

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

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

### POLICY

1. GENERAL

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

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

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

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

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

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

2. TAGGING/NUMBERING SYSTEM

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

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and noncapital equipment shall, at a minimum, indicate:
- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

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

4. INVENTORY SCHEDULE

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

5. TRANSFER OF EQUIPMENT

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

6. SURPLUS PROPERTY

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

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

7. MODIFICATION TO THIS POLICY

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

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

---

**PRIMARY GRANT**

Primary Grantor: CFDA: www.CFDA.gov

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No:

Amendment: Yes No Amendment No:

GL Account No: If new, Finance will assign a fund number.

Strategic Plan: District: Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement: Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

# COCHISE COUNTY SUPERIOR COURT

## REQUEST FOR INTERFUND TRANSFER

DATE: **11/18/2020** **FY 20/21**

| Debit ACCOUNT NO. | DESCRIPTION | WHOLE DOLLARS |
|---|---|---|
| 301-0910-9-550.700 | Transfer to Other Funds | 403.00 |
| 302-0920-9-550.700 | Transfer to Other Funds | 684.00 |
| 303-0930-550.700 | Transfer to Other Funds | 553.00 |
| 304-0940-550.700 | Transfer to Other Funds | 608.00 |
| 305-0950-550.700 | Transfer to Other Funds | 1,788.00 |
| 306-0960-550.700 | Transfer to Other Funds | 289.00 |
| 169-0810-9-550.000 | Transfer to Other Funds | 2,500.00 |
| 100-0810-9-550.000 | Transfer to Other Funds | 25,000.00 |
| | | |
| | | 31,825.00 |

| Credit ACCOUNT NO. | DESCRIPTION | WHOLE DOLLARS |
|---|---|---|
| 562-0810-391.000 | Interfund Transfer In | 31,825.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | 31,825.00 |

EXPLANATION FOR TRANSFER:

FY21 Interfund transfer for Traffic Case Processing Funds/Field Trainer Grant matching funds.

REQUESTED BY: Sent via e-mail by Rita Shipley, 432-8509

**Budget & Finance Director**

AUTHORIZATION:

_____ ADMINISTRATIVE

_____ BUDGET AMENDMENT

_____ FUNDS AVAILABLE FOR TRANSFER RESOLUTION

**Action 23.**

**Regular Board of Supervisors Meeting** **Court Administration**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Court Co-Location Agreement between the County and Sierra Vista | | | |
| **Submitted By:** | Britt Hanson, 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:** | Britt Hanson | **TITLE of PRESENTER:** | Of Counsel, County Attorney |
| **Docket Number (If applicable):** | | | |
| **Mandated Function?:** | Local Mandate or Policy | **Source of Mandate or Basis for Support?:** | |

**Information**

**Agenda Item Text:**

Approve Intergovernmental Agreement (IGA) for Court Co-Location and Operations between Cochise County and the City of Sierra Vista, effective January 1, 2021 through June 30, 2022.

**Background:**

For many years, the Sierra Vista Justice Court has provided municipal court services to the City of Sierra Vista by operating a consolidated court through IGAs to do so. Recently, parties to that IGA determined to change that model. Under this proposed IGA, the Sierra Vista Justice Court would continue to handle and process all misdemeanor, traffic offenses and other cases that arise within City jurisdiction, except that it will no longer be responsible for cases arising from the violation of the City's Code of Ordinances, eg. animal control cases. Instead, the IGA provides that the City will appoint a magistrate to handle those cases. The IGA calls for the Superior Court to appoint a Judge Pro Tem, who must be an Arizona attorney, to assist the Justice of the Peace. By approving the IGA, the City Council appoints that Pro Tem as the city magistrate, who will then provide up to 50 hours/year as magistrate. The County will compensate the Pro Tem/magistrate. The IGA also provides that the city magistrate will have exclusive access to Courtroom A for four (4) hours each month to handle magistrate cases.

For FY2020-2021, in consideration for courtroom access for its magistrate and for operational services, the City will pay the County $161,000. Thereafter, the City will pay the County an amount determined according to a cost model that is attached as Exhibit A to the IGA.

**Department's Next Steps (if approved):**

Implement the changes called for in the IGA.

**Impact of NOT Approving/Alternatives:**

The County would continue to operate a consolidated court through December 31, 2020, but thereafter there would be no agreement in place and the City would have to establish a municipal court and facility for it to handle magistrate cases.

**To BOS Staff: Document Disposition/Follow-Up:**

Send the IGA to Presiding Judge Conlogue for signature, with a cc to Court Administrator John Schow. When they return it, it would then need to be sent to County Attorney Brian McIntyre for signature. When he returns it, it should be sent to Assistant City Manager Victoria Yarbrough to route it for approval and signatures at the City. Email PDF advising when en route to following:
cityclerk@sierravistaaz.gov
Maria.Marsh@SIERRAVISTAAZ.GOV
Jill.Adams@SIERRAVISTAAZ.GOV
Victoria.Yarbrough@SIERRAVISTAAZ.GOV

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**Attachments**

Court Agreement - SV - 2020-2021

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**COURT CO-LOCATION AND OPERATIONS AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF SIERRA VISTA, ARIZONA AND COCHISE COUNTY, ARIZONA**

**THIS IS AN AGREEMENT**, made and entered into by and between the County of Cochise, a body politic, [hereinafter "COUNTY"] the City of Sierra Vista, a municipal corporation [hereinafter "CITY"] and the Cochise County Superior Court [hereinafter "COURT"] and is approved by the County Board of Supervisors, the City Council, and the Cochise County Attorney, as authorized by the powers and authority granted by the laws of the State of Arizona.

**RECITALS**

**WHEREAS**, the COUNTY, the CITY, and the COURT, are authorized to enter into this Intergovernmental Agreement pursuant to A.R.S. §11-951 et seq.

**WHEREAS**, for efficient and effective administration of justice, the COUNTY and CITY agree to co-locate the Sierra Vista municipal court ("Municipal Court") and the Sierra Vista Justice Court, Precinct Five ("Justice Court"), and provide for the operations thereof, as set forth in this Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## I. PURPOSE

The purpose of this Agreement is to define the duties of the Parties related to the location and operations of the Municipal Court and Justice Court.

## II. LOCATION AND DESIGNATION

The Municipal Court and Justice Court shall be co-located at 100 Colonia de Salud, Sierra Vista, AZ or other suitable location within the CITY.

## III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Justice Court as required by law. It will also be responsible for the performance of the following related functions:

1. The prosecution and defense of all cases within its jurisdiction, except cases arising from the violation of the CITY's Code of Ordinances, during the existence of this Agreement.

2. Transportation and incarceration of defendants appearing before the Justice Court, except that the CITY's police department shall be responsible for initial transportation to a County jail facility upon arrest by the police department.

3. Service of process as required by law for parties appearing before the Justice Court as a result of citations or long form complaints.

4. Service of process as required by law for parties appearing before the Justice Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.

5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Justice Court.

6. Provide staffing for cases heard by the municipal judge.

7. If available, provide an accounting to the CITY of revenue generated by the CITY's civil, criminal and municipal cases to be used to determine the CITY's payment obligation to the COUNTY as provided in the funding formula contained in Exhibit A, attached. Adjustments to the provisions in the funding formula, based upon the most current accounting information as described above, may be made administratively by the City Manager or County Administrator upon mutual agreement.

B. The COUNTY shall budget for Justice Court staff as it deems appropriate. The Superior Court Presiding Judge shall have supervisory authority and control over all court staff. The COURT shall be responsible for the management of all compensation, payroll and employee benefits of Justice Court judicial officers and court employees.

C. The Justice Court staff shall be responsible for the collection of fees, fines, surcharges, including City Code or Ordinance fees, fines, or surcharges, and shall make disbursements as may be required by law or rules and regulations of the State of Arizona and the Arizona Supreme Court.

## IV. DUTIES OF THE CITY

A. The CITY shall cause all cases which would otherwise be processed in the City municipal court, except cases arising from the violation of the CITY's Code of Ordinances, to be referred to and filed with the Justice Court, which shall assume original jurisdiction over these matters.

B. The CITY shall be responsible for performance of the following related functions.

1. Initial transportation for incarceration of defendants appearing before the Justice Court as a result of citations or complaints issued by the City Police Department or an arrest made by the City Police Department.

2. Issuing, filing, and prosecuting all cases arising from the violation of the CITY's Code of Ordinances. Prosecution of such violations will be performed by the City Attorney's Office.

C. The CITY understands and agrees that, in consideration of the COUNTY's provision of municipal court services, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct, including those cases arising within the corporate limits of the CITY.

D. The City Council hereby appoints, as magistrate for the City of Sierra Vista, the Justice of the Peace Pro Tempore subject to the requirements contained in Section V(A) herein. The Justice of the Peace Pro Tempore shall provide up to fifty (50) hours per year of magistrate services at the sole expense of the County.

E. In consideration for the COUNTY's responsibilities and obligations under this Agreement, the CITY agrees to pay the COUNTY $161,000 for FY2020-2021. Said payment shall be payable quarterly, in advance, or payment may be made in one lump sum. For FY2021-2022 and for each successive term of this agreement, the City's payment

obligation shall be recalculated on an annual basis utilizing the funding formula in Exhibit A by at least March 1 prior to the beginning of the next succeeding fiscal year.

## V. DUTIES OF THE COURT

A. The Court shall appoint a Justice of the Peace Pro Tempore to assist the Justice Court in processing and adjudicating cases. The Justice of Peace Pro Tempore shall be an attorney in good standing and duly licensed to practice law in the State of Arizona. The County shall be solely responsible for all costs and expenses related to or arising out of the services of the Justice of the Peace Pro Tempore.

B. The COURT shall allot four (4) hours each month in Courtroom A of the Justice Court for the exclusive use of the municipal court.

C. The Justice Court staff shall provide all staff, equipment and supplies necessary to fully hear, process, enforce and complete all filed cases arising under the ordinances or codes of the CITY.

## VI. INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

B. The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

## VII. TERM AND TERMINATION

A. The term of this Agreement shall begin on January 1, 2021 and shall continue through June 30, 2022. This Agreement shall automatically renew for additional successive one (1) year terms unless a party provides notice at least 120 days prior to the

end of a fiscal year of its intent not to renew or to renegotiate the terms of this Agreement.

B. Either party may terminate this Agreement upon written notice to the other party no less than 120 days prior to the end of a fiscal year.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of Justice Court Enhancement Funds (JCEF) will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

## VIII. WAIVER

Waiver, or the failure of either party at any time to require performance by the other, of any provision herein, shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

## IX. ENTIRE AGREEMENT

This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

## X. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

## XI. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

## XII. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever. Any party may sign this Agreement electronically, with the same force and effect as if signed with pen and ink.

**IN WITNESS WHEREOF,** the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the CITY has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the dates set forth below.

**APPROVED:**

COUNTY OF COCHISE:

_____

Thomas E. Borer, Chair Date
Board of Supervisors

**ATTEST:**

_____

Kim Lemons, Clerk Date
Board of Supervisors

**APPROVED:**

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

_____

Hon. James Conlogue Date
Presiding Judge

COCHISE COUNTY ATTORNEY

_____

Brian McIntyre Date
Cochise County Attorney

**APPROVED:**

CITY OF SIERRA VISTA:

_____

Frederick W. Mueller, Mayor Date:
City of Sierra Vista

**ATTEST:**

_____

Jill Adams, City Clerk
City of Sierra Vista

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: Court Co-location and Operations Agreement between the City of Sierra Vista and Cochise County

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Sierra Vista, Cochise County, Arizona.

APPROVED this _____day of _____, 2020.

_____
Nathan Williams City Attorney

---

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

APPROVED this _____ day of_____, 2020.

_____
Britt W. Hanson, Of Counsel
Cochise County Attorney

# Exhibit A

**JP / Magistrate Cost Model**
**FY 21-22**

| Municipal Caseload Percentage | Municipal Percentage |
|---|---|
| JP1 - Bisbee PD | 14% |
| JP2 - Douglas PD | 51% |
| JP3 - Benson PD | 9% |
| JP4 - Willcox PD | 29% |
| JP 5 - Sierra Vista PD | 46% |

| Total Justice Court Expenses | Court Operating | Court Security | Utilities | Prosecution | Defense | Total | Court Revenue |
|---|---|---|---|---|---|---|---|
| JP1 - Bisbee | 356,988 | 69,480 | 238 | 44,163 | 12,284 | 483,153 | 181,699 |
| JP2 - Douglas | 497,997 | 138,960 | 22,629 | 66,463 | 17,330 | 743,379 | 337,392 |
| JP3 - Benson | 472,593 | 69,480 | 8,347 | 16,647 | 5,923 | 572,990 | 551,543 |
| JP4 - Willcox | 380,333 | 69,480 | 6,754 | 40,348 | 12,284 | 509,199 | 384,306 |
| JP 5 - Sierra Vista | 828,455 | 138,960 | 7,783 | 163,483 | 46,281 | 1,184,962 | 585,234 |

| Municipal Costs Expenses (above) x Caseload % | Court Operating | Court Security | Utilities | Prosecution | Defense | Total | – | Municipal Rev Share | = | Municpal Costs Due |
|---|---|---|---|---|---|---|---|---|---|---|
| JP1 - Bisbee PD | 50,788 | 9,885 | 34 | 6,283 | 1,748 | 68,737 | | 25,850 | | 42,887 |
| JP2 - Douglas PD | 253,838 | 70,831 | 11,534 | 33,877 | 8,833 | 378,914 | | 171,975 | | 206,939 |
| JP3 - Benson PD | 44,750 | 6,579 | 790 | 1,576 | 561 | 54,257 | | 52,226 | | 2,031 |
| JP4 - Willcox PD | 110,005 | 20,096 | 1,953 | 11,670 | 3,553 | 147,278 | | 111,154 | | 36,123 |
| JP 5 - Sierra Vista PD | 382,376 | 64,138 | 3,592 | 75,456 | 21,361 | 546,924 | | 270,117 | | 276,807 |

**Timeframe**

| **FY 19-20** Minus Two Years | **FY 20-21** Minus One Year | **FY 21-22** Year of Agreement |
|---|---|---|
| Actual expenses used from this time period | Q1, Q2 - County Finance closes out the prior year<br><br>Q3 - Budget enters prior year actuals into cost model and sends IGA costs to Cities in time for upcoming year Budget preperation (March) | County and Cities enter into agreement with a fixed cost based on cost model<br><br>Cycle repeated every year |

**Caseload Information**

| Municipality | Civil Traffic | Criminal Traffic | Local Ordinance | Misd. | Muncipal Caseload | Court Total | Municipal Percentage |
|---|---|---|---|---|---|---|---|
| JP1 - Bisbee PD | 91 | 41 | - | 282 | 414 | 2,910 | 14% |
| JP2 - Douglas PD | 1,687 | 114 | - | 533 | 2,334 | 4,579 | 51% |
| JP3 - Benson PD | 200 | 44 | | 184 | 428 | 4,520 | 9% |
| JP4 - Willcox PD | 914 | 115 | - | 462 | 1,491 | 5,155 | 29% |
| JP 5 - Sierra Vista PD | 2,050 | 665 | - | 1,925 | 4,640 | 10,053 | 46% |

**Notes:**

**Source:** AOC Report of Court Filings by Agency

**Timefra**me: FY20

**Context:** Caseload counts include cases a municipality would be responsible for if it operated as an independent court
- Cases Counted to Municipal Total: Civil Traffic; Criminal Traffic; Local Ordinance; Misdemeanor.
- Cases not Counted: Felony; Unclassified (not displayed on this report)

**JP Court Expense & Revenue Information**

| FY20 Actual | Operating Expenses | Fee/Fine Revenue | Surplus (deficit) |
|---|---|---|---|
| JP1 - Bisbee | 356,988 | 181,699 | (175,289) |
| JP2 - Douglas | 497,997 | 337,392 | (160,605) |
| JP3 - Benson | 472,593 | 551,543 | 78,950 |
| JP4 - Willcox | 380,333 | 384,306 | 3,973 |
| JP 5 - Sierra Vista | 828,455 | 585,234 | (243,221) |

**Notes:**

**Source:** County Financial Report

**Timeframe:** FY 20

**Context:** Actual Fee/Fine revenue. Does not include revenue from City IGAs.

**Court Security Costs**

| | Weekly Court Security Hours | Annual Hours | Annual Cost | Munic Case % | Munic Share |
|---|---|---|---|---|---|
| JP 1 - BSB | 40 | 2080 | 69,480 | 14.2% | 9,885 |
| JP 2 - DGL | 80 | 4160 | 138,960 | 51.0% | 70,831 |
| JP 3 - BNSN | 40 | 2080 | 69,480 | 9.5% | 6,579 |
| JP 4 - WLX | 40 | 2080 | 69,480 | 28.9% | 20,096 |
| JP 5 - SV | 80 | 4160 | 138,960 | 46.2% | 64,138 |

**Court Security Operating Costs**

| | |
|---|---|
| General Fund FY20 Actuals | 660,061 |
| General Fund FTEs | 9.50 |
| Total Security Hours (FTEs x 2080) | 19760.00 |
| Hourly Court Security Cost | 33.40 |

**Notes:**

**Source:** County Budget Report, staffing projections from Court Administraton/Court Security

**Timeframe:** FY 20

**Context:** Actual Court Security Costs. Actual number of Court Security Officers

**Utility Costs**

| Court | Utility Totals | Sq Ft % JP Court | JP Court Costs | Munic % | Munic Cost |
|---|---|---|---|---|---|
| JP 1 - BSB | 1,150 | 21% | 238 | 14% | 34 |
| JP 2 - DGL | 54,459 | 42% | 22,629 | 51% | 11,534 |
| JP 3 - BSN | 54,784 | 15% | 8,347 | 9% | 790 |
| JP 4 - WLX | 31,785 | 21% | 6,754 | 29% | 1,953 |
| JP 5 - SV | 43,241 | 18% | 7,783 | 46% | 3,592 |

**Notes:**

**Source:** County Report - Detailed General Ledger

**Timeframe:** FY 20

**Context:** Actual costs per building x % of Bldg used by JP x Municipal Caseload %

**Staff Time - Prosecution**

| Employee Time Estimate | % of Time on Misd | % of Time on Misd by JP: JP 1 Bisbee | JP 2 Douglas | JP 3 Benson | JP 4 Willcox | JP 5 Sierra Vista |
|---|---|---|---|---|---|---|
| Attorney II | 76% | | | | 36% | 40% |
| Attorney II | 100% | | | | | 100% |
| Attorney II | 80% | 30% | 50% | | | |
| Attorney III | 20% | 4% | 7% | 1% | | 8% |
| Legal Secretary | 92% | | | | 20% | 72% |
| Legal Secretary | 100% | 30% | 34% | 36% | | |

| Total Prosecution Costs | Employee Cost | JP 1 Bisbee | JP 2 Douglas | JP 3 Benson | JP 4 Willcox | JP 5 Sierra Vista |
|---|---|---|---|---|---|---|
| Attorney II | 88,739 | - | - | - | 31,582 | 35,496 |
| Attorney II | 88,739 | - | - | - | - | 88,739 |
| Attorney II | 88,739 | 26,767 | 44,224 | - | - | - |
| Attorney III | 100,922 | 4,339 | 7,168 | 943 | - | 7,734 |
| Legal Secretary | 43,831 | - | - | - | 8,766 | 31,515 |
| Legal Secretary | 43,831 | 13,057 | 15,071 | 15,703 | - | - |
| | | 44,163 | 66,463 | 16,647 | 40,348 | 163,483 |

| Total Prosecution Costs | JP 1 Bisbee | JP 2 Douglas | JP 3 Benson | JP 4 Willcox | JP 5 Sierra Vista |
|---|---|---|---|---|---|
| Munic Caseload % | 14% | 51% | 9% | 29% | 46% |
| Munic Share | 6,283 | 33,877 | 1,576 | 11,670 | 75,456 |

**Notes:**

**Source:** Time Estimate completed by County Attorney's Office

**Timeframe:** FY 20

**Context:** projected staff time % dedicated to Misdemeanor prosecution by JP Court x staff costs x Municipal Caseload % by court

**Staff Costs:**
Attorney 84,102 + 20% (EREs) = 100,922
Legal Secretary 36,526 + 20% (EREs) = 43,831

**Staff Time - Defense**

| Employee Time Estimate | % of Time on Misd | % of Time on Misd by JP: JP 1 Bisbee | JP 2 Douglas | JP 3 Benson | JP 4 Willcox | JP 5 Sierra Vista |
|---|---|---|---|---|---|---|
| Attorney III | 75% | 10% | 15% | 5% | 10% | 35% |
| Legal Secretary | 42% | 5% | 5% | 2% | 5% | 25% |

| Total Defense Costs | Employee Cost | JP 1 Bisbee | JP 2 Douglas | JP 3 Benson | JP 4 Willcox | JP 5 Sierra Vista |
|---|---|---|---|---|---|---|
| Attorney III | 100,922 | 10,092 | 15,138 | 5,046 | 10,092 | 35,323 |
| Legal Secretary | 43,831 | 2,192 | 2,192 | 877 | 2,192 | 10,958 |
| | | 12,284 | 17,330 | 5,923 | 12,284 | 46,281 |

| Total Prosecution Costs | JP 1 Bisbee | JP 2 Douglas | JP 3 Benson | JP 4 Willcox | JP 5 Sierra Vista |
|---|---|---|---|---|---|
| Munic Caseload % | 14% | 51% | 9% | 29% | 46% |
| Munic Share | 1,748 | 8,833 | 561 | 3,553 | 21,361 |

**Notes:**

**Source:** Time Estimate completed by Indigent Defense Offices
(Public Defender, Legal Defender, Legal Advocate)

**Timeframe:** FY 20

**Context:** projected staff time % dedicated to Misdemeanor defense by JP Court x staff costs x Municipal Caseload % by court

**Staff Costs:**
Attorney 84,102 + 20% (EREs) = 100,922
Legal Secretary 36,526 + 20% (EREs) = 43,831

**Action 24.**

**Regular Board of Supervisors Meeting** **Emergency Services**

| | | | |
|---|---|---|---|
| **Meeting Date:** | 11/17/2020 | | |
| Approval of 2020 EMPG Sub Recipient Agreement | | | |
| **Submitted By:** | Gabriel Lavine, Emergency Services | | |
| **Department:** | Emergency Services | | |
| **Presentation:** | No A/V Presentation | **Recommendation:** | Approve |
| **Document Signatures:** | BOS Signature Required | **# of ORIGINALS Submitted for Signature:** | 2 |
| **NAME of PRESENTER:** | Gabe Lavine | **TITLE of PRESENTER:** | Director Emergency Management |
| **Mandated Function?:** | Federal or State Mandate | **Source of Mandate or Basis for Support?:** | |

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

---

**Information**

**Agenda Item Text:**

Approve Emergency Management Performance Grant EMF-2020-EP-00009, for reimbursement not to exceed $302,229.13, in Emergency Management related services, effective July 1, 2020 through June 30, 2021.

**Background:**

The EMPG is a 50% cost reimbursement for generally funded emergency management related expenses and programs. This grant supports ERE and operating expenses for the Office of Emergency Services. This year's allocation also provides additional funding to offset the cost of the countywide radio maintenance.

**Department's Next Steps (if approved):**

Submit completed documentation to the state for final processing and submit reimbursements.

**Impact of NOT Approving/Alternatives:**

If not approved, the county will forgo this revenue source.

**To BOS Staff: Document Disposition/Follow-Up:**

Please have the BoS Chairman sign two copies and return to Gabe Lavine in OES.

---

**Budget Information**

*Information about available funds*

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

**Account Code(s) for Available Funds 1:**

**Fund Transfers**

**Attachments**

EMPG Agreement

**SUBRECIPIENT AGREEMENT BETWEEN**

**Cochise County**
**20126041**
**AND**

**The Arizona Department of Emergency and Military Affairs**
**FOR**

**Emergency Management Performance Grant - EMF-2020-EP-00009**

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

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

1. **PURPOSE OF AGREEMENT** - The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS** - This Agreement shall become effective on July 1, 2020 and shall terminate on June 30, 2021. The rights and responsibilities of DEMA and Subrecipient as described herein will survive termination of this agreement.

3. **DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT** - Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient's grant application as approved by DEMA, a copy of which is attached as Exhibit III.
    a. The FY 2020 EMPG covers eligible costs from July 1, 2020 - June 30, 2021 (the "Agreement Period"). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the FY 2020 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit 3, the AZDEMA EMPG Local Programmatic Guidance and by this Agreement.
    b. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three emergency management focused exercises run by either Subrecipient or DEMA during the Agreement Period.
    c. Finance & Administration - Subrecipient shall provide DEMA with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEMA does not manage or take responsibility for the Subrecipient's projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the State's interests.

i. The FY 2020 EMPG program has a 50% cost match (cash or in-kind) requirement, pursuant to sections 611(j) and 613(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.). Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.

ii. The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 C.F.R. 200.306, and Subrecipient contributions must meet the standards of 2 C.F.R. 200.306 and all other applicable federal law.

4. **MANNER OF FINANCING** - DEMA shall:
   a. Provide the Subrecipient with 50% of the costs expended for approved services, supplies and equipment identified in Exhibit 4, up to $302,229.13. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in part III of this Agreement.
   b. Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion. A listing of acceptable documentation is attached as Exhibit 4(b).

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

6. **FINANCIAL AUDIT/PROGRAMATIC MONITORING** - Subrecipient shall comply with A.R.S. 35-214 and 35-215.
   a. Pursuant to 2 C.F.R. 200.501, if Subrecipient expends $750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient has met all such requirements.
   b. Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring may involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by

DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement, including but not limited to circumstances in which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. **APPLICABLE FEDERAL REGULATIONS** - Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 C.F.R. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 C.F.R. Part 200; and (5) 2 C.F.R. 3002.10.

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

project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.

9. **CONSULTANTS/TRAINERS/TRAINING PROVIDERS** - Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates and must be obtained in compliance with the procurement rules applicable under Arizona law to the Subrecipient and 2 C.F.R. 200.317 through 200.326.

10. **CONTRACTORS/SUBCONTRACTORS** - Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor with respect to any work on any project funded in whole or in part under this Agreement.
11. **PERSONNEL AND TRAVEL COSTS** - All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM; see https://gao.az.gov/publications/saam); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.

12. **PROCUREMENT** - Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.

13. **TRAINING AND EXERCISE** - Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the NOFO. All training must be approved through the DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient further agrees to:
    a. Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question;
    b. Post all exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) via the HSEEP Toolkit within 90 days of completion of the exercise in question; and

c. Within 90 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient shall email the AAR/IP into the HSEEP Inbox (HSEEP@fema.dhs.gov) and copy the DEMA Grant Administration Office (grants@azdema.gov) and the DEMA Exercise Officer at exercises@azdema.gov.

14. **NONSUPPLANTING AGREEMENT** - Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement. Further, if a position created by this grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, Subrecipient must stop charging this grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.

15. **COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION**- Subrecipient warrants its compliance with
    a. all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214 and 41-4401.
    b. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement and Subrecipient may result in action by DEMA up to and including termination of this Agreement.
    c. DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

16. **PROPERTY CONTROL** - Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved, and the C.F.R. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.
    a. Equipment acquired by Subrecipient with funds obtained in whole or in part under this Agreement shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by funds obtained in whole or in part under this Agreement. Theft, destruction, or loss of such property shall be reported to DEMA immediately.
    b. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
    c. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year. If the Capital Asset current value is equal to or greater than $5,000 at the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.

d. A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form at the end of period of performance or no more than ninety (90) calendar days after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
e. A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

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

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

19. **REPORTING REQUIREMENTS** - Regular reports by Subrecipient shall include:
    a. Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA within thirty (30) working days of the last day of the quarter in which services are provided. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use and fully complete the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit 19(a).
        i. If a project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report must be marked as "final." Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed.
        ii. Upon request of DEMA, Subrecipient must provide to DEMA any information necessary to meet any state or federal reporting requirements.
        iii. Quarterly Programmatic reports are due:

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

    b. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit 19(b).
        i. Subrecipient shall submit to DEMA a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this

Agreement no more than ninety (90) calendar days after the completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the ninety (90) days will not be paid. The final reimbursement request as submitted shall be marked "final" by Subrecipient.

ii. DEMA requires that all requests for reimbursement be submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, or in person.

iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.

iv. Quarterly Financial Expenditure reports are due:

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

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

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

21. **AMENDMENTS** - Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of Subrecipient and DEMA.
    a. Any such amendment shall specify:
        i. an effective date;
        ii. increases or decreases in the amount of Subrecipient's compensation if applicable;
        iii. be titled as an "Amendment,"
        iv. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

22. **AGREEMENT RENEWAL** - This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph 21, AMENDMENTS.

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

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

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

26. **AVAILABILITY OF FUNDS** - Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this part 18, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

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

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

29. **ARBITRATION** - In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to DEMA) relating to this Agreement shall be resolved through the administrative claims process. In the event A.R.S. 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that proper venue for any litigation shall be in Maricopa County, Arizona.

30. **GOVERNING LAW AND CONTRACT INTERPRETATION**
    a. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
    b. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
    c. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party

accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

31. **ENTIRE AGREEMENT** - This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part 30 of this Agreement; provided. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

32. **RESTRICTIONS ON LOBBYING** - Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

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

34. **NON-DISCRIMINATION** - Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), A.R.S. title 41, Chapter 9, Article 4 (A.R.S. 41-1461 et seq.), and Arizona Executive Order 2009-09.

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

36. **ADVERTISING AND PROMOTION OF AGREEMENT** - Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.

37. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS** - Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.

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

39. **TERMINATION** –
    a. All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party

wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.

b. If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.
c. DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.

40. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION** - Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

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

42. **AUTHORITY TO EXECUTE THIS AGREEMENT** - Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

43. **SPECIAL CONDITIONS** - Subrecipient acknowledges that U.S. Department of Homeland Security-Federal Emergency Management Agency and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:
    a. the copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
    b. Any rights of copyright which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

44. **RECORD RETENTION** - The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

45. **ADDITIONAL TERMS AND CONDITIONS** - The Subrecipients agrees to comply with the additional Terms and Conditions as described in Exhibit 45-2019 DHS Standard Terms and Conditions.

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

Arizona Department of Emergency & Military Affairs
5636 E. McDowell Road
Phoenix, AZ 85008

Cochise County
1415 Melody Lane Bldg A
Bisbee, AZ 85603

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

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

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

**IN WITNESS WHEREOF**
The parties hereto agree to execute this Agreement.

| **FOR AND BEHALF OF** | **FOR AND BEHALF OF** |
|---|---|
| Cochise County | Arizona Dept of Emergency & Military Affairs, Division of Emergency Management |
| Authorized Signature | |
| Name & Title | Allen Clark, Director |
| Date | Date |

**Action 25.**

**Regular Board of Supervisors Meeting** **Human Resources**

**Meeting Date:** 11/17/2020

Contract with Government Jobs.com (dba NEOGOV) and AssureHire Inc.

**Submitted By:** Elda Orduno, Human Resources

**Department:** Human Resources

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Jennifer Graeme

**TITLE of PRESENTER:** Associate Human Resources Director

**Mandated Function?:** Not Mandated

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

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve the background check agreements between Cochise County and GovernmentJobs.com, Inc. (dba "NEOGOV") and AssureHire, Inc., with both agreements effective the date of execution, with NEOGOV renewing annually for $2,000 per year, and AssureHire, Inc. renewing for successive one-year periods, with payment for services.

**Background:**

For many years now, the County has used A-Check for its background check screening services. A-Check requires HR to submit paperwork to applicants to complete for their background check screenings. Once applicants complete the paperwork, HR then submits it to A-Check for processing. The use of paperwork for this process is outdated, time-consuming and risks the exposure of the prospective employee's confidential information. In addition, the cost to use A-Check can increase greatly depending on the number of states and jurisdictions an applicant has lived in. The more states and jurisdictions that must be looked into, the greater the cost.

HR recommends the County contract with NEOGOV and AssureHire to streamline our background check process and reduce the costs for background screenings. The County currently utilizes NEOGOV as our applicant tracking system, enabling applicants to view and apply for job postings on-line. By expanding our services with NEOGOV, there would be no need for additional paperwork by the candidate and reduced work performed by HR staff. This integration would allow HR to push a candidate forward in NEOGOV which sends candidate information to AssureHire, the background screening vendor who then conducts the background check. The entire process would be done electronically saving us a great deal of time and resources. The combination of AssureHire being more cost effective than our current vendor and reduced manpower requirements brings this recommendation before you.

**Department's Next Steps (if approved):**

Provide signed contracts to NEOGOV and AssureHire.

**Impact of NOT Approving/Alternatives:**

The County will continue to use A-Check for background screening checks.

**To BOS Staff: Document Disposition/Follow-Up:**

If approved, please provide signed agreements to HR for submission to NEOGOV and AssureHire. Thank you.

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**Budget Information**

*Information about available funds*

**Budgeted:** (●) **Funds Available:** (●) **Amount Available:** 8000.00

**Unbudgeted:** ( ) **Funds NOT Available:** ( ) **Amendment:** [ ]

**Account Code(s) for Available Funds**

**1:** 100-2200-2210-421.000

**Fund Transfers**

**Fiscal Year:** 2020-2021
**One-time Fixed Costs? ($$$):**
**Ongoing Costs? ($$$):** 8000.00
**County Match Required? ($$$):**
**A-87 Overhead Amt? (Co. Cost Allocation $$$):**
**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**
Budgeted for FY 20-21

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**Attachments**

A Check vs AssureHire Pricing
AssureHire Pricing Agreement
NeoGov Contract
Revised AssureHire Contract

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# Background Screening Cost Comparison

| A-Check Global | | | Assure Hire | |
|---|---|---|---|---|
| **Candidate A** | **Cost** | | **Candidate A** | **Cost** |
| Package 1 | 89.50 | | Social Security Number Trace | Included |
| County Civil - 7 yrs Graham, AZ | 16.00 | | All Counties - 7 yrs | 23.00 |
| County Civil - 7 yrs Cochise, AZ | 16.00 | | Multi-State / Multi- Jurisdictional National Criminal Search | 5.00 |
| County Civil - 7 yrs Pima, AZ | 16.00 | | DOJ Sex Offender Search | 2.00 |
| County Civil - 7 yrs San Diego, CA | 16.00 | | | |
| Criminal - Federal District - 5 yrs San Diego, CA | 16.00 | | | |
| Criminal - Federal District - 5 yrs Cochise, AZ | 16.00 | | | |
| Priority Fee | 15.00 | | | |
| **Total** | **200.50** | | **Total** | **30.00** |
| | | | | |
| **Candidate B** | | | **Candidate B** | |
| Package 1 | 73.50 | | Social Security Number Trace | Included |
| County Civil - 7 yrs Cochise, AZ | 16.00 | | All Counties - 7 yrs | 23.00 |
| County Civil - 7 yrs Fairfax, VA | 16.00 | | Multi-State / Multi- Jurisdictional National Criminal Search | 5.00 |
| County Civil - 7 yrs Louden, VA | 16.00 | | DOJ Sex Offender Search | 2.00 |
| Criminal - Federal District - 5 yrs Cochise, AZ | 16.00 | | | |
| Criminal - Federal District - 5 yrs Fairfax, VA | 16.00 | | | |
| Priority Fee | 15.00 | | | |
| **Total** | **168.50** | | **Total** | **30.00** |
| | | | | |
| **Candidate C** | | | **Candidate C** | **Cost** |
| Package 1 | 57.50 | | Social Security Number Trace | Included |
| County Civil - 7 yrs Cochise, AZ | 16.00 | | All Counties - 7 yrs | 23.00 |
| Criminal - Federal District - 5 yrs Cochise, AZ | 16.00 | | Multi-State / Multi- Jurisdictional National Criminal Search | 5.00 |
| | | | DOJ Sex Offender Search | 2.00 |
| **Total** | **89.50** | | **Total** | **30.00** |

# Background Screening Cost Comparison

| | | | | |
|---|---|---|---|---|
| **A-Check Global** | | | **Assure Hire** | |
| | | | | |
| **Candidate D*** | | | **Candidate D** | |
| Package 1 with Credit Check | 126.50 | | Social Security Number Trace | Included |
| County Civil - 7 years - total of 6 | 96.00 | | All Counties - 7 yrs | 23.00 |
| Criminal - Federal District 7 years - total of 4 | 64.00 | | Multi-State / Multi- Jurisdictional National Criminal Search | 5.00 |
| | | | DOJ Sex Offender Search | 2.00 |
| | | | Credit Check | 7.00 |
| **Total** | **286.50** | | **Total** | **37.00** |
| * Changed billing, now lists how many counties or Federal districts, doesn't give specific name of county or district. | | | | |
| | | | | |
| **A-Check Global Total** | **745.00** | | **AssureHire Total** | **127.00** |

| Basic Package | Cost Per Item |
|---|---|
| AssureHire Proprietary SSN Trace Tool | Included with Criminal Background Check |
| Current County of Residence | $9.00 |
| Multi-State/Multi Jurisdictional AKA "National Criminal Search"<br>Includes Global Sanctions, OFAC, and many other Government Lists | $5.00 |
| DOJ Sex offender Search | $2.00 |
| TOTAL: | $16.00 |

| Standard Package | Cost Per Item |
|---|---|
| AssureHire Proprietary SSN Trace Tool | Included with Criminal Background Check |
| 7 year county Criminal Search - All Counties | $23.00 |
| Multi-State/Multi Jurisdictional AKA "National Criminal Search"<br>Includes Global Sanctions, OFAC, and many other Government Lists | $5.00 |
| DOJ Sex offender Search | $2.00 |

| | |
|---|---|
| **TOTAL:** | **$30.00** |

| Additional Searches | Cost Per Item |
|---|---|
| Motor Vehicle Record | $5.00 |
| Credit Check | $7.00 |
| Employment Verification - Per Employer | $9.00 |
| Education Verification - Highest Awarded | $9.00 |
| Professional License Verification | $9.00 |

**ACCEPTED:**

Cochise County

By:

**AUTHORIZED SIGNATURE**

Thomas E. Borer

**PRINTED NAME**

Board of Supervisors, Chairman

**TITLE**

**ACCEPTED:**

**AssureHire Inc.**

By:

**AUTHORIZED SIGNATURE**

Jocelyn Zetterbaum

**PRINTED NAME**

Sales Executive

**TITLE**

November 17, 2020

**DATED**

**DATED**

NEOGOV™

| NEOGOV ORDER FORM | | | |
|---|---|---|---|
| NEOGOV:<br><br>Governmentjobs.com, Inc. (dba "NEOGOV")<br>300 Continental Blvd., Suite 565<br>El Segundo, CA 90245<br>accounting@neogov.com | | Customer Name & Address:<br><br>Cochise, County of (AZ)<br>1415 Melody Lane, Building F<br>Bisbee, AZ 85603<br>USA | |
| Quote Creation Date: | 8/25/20 | Contact Name: | Jennifer Graeme |
| Quote Expiration Date: | 30 days from Quote Creation | Contact Email: | JGraeme@cochise.az.gov |
| Payment Terms | Annual. Net 30 from NEOGOV invoice. | | |

| Fee Summary | | |
|---|---|---|
| **Service Description** | **Term** | **Term Fees** |
| Background Integration Subscription (BKG) | 12 Months | $2,000.00 |
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| | **Total**: | **$2,000.00** |

**A. Terms and Conditions**

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

**B. Special Conditions (if any)**

NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

| Customer | | Governmentjobs.com, Inc. (DBA "NEOGOV") | |
|---|---|---|---|
| Entity Name: | Cochise County | | |
| Signature: | | Signature: | |
| Print Name: | Thomas E. Borer, Chairman | Print Name: | |
| Date: | 11/17/2020 | Date: | |

# Service Agreement

AssureHire, Inc. ("AssureHire") and the customer named below ("Customer") agree that AssureHire shall make available to Customer employment screening and/or background checking services ("Services") subject to this Service Agreement ("Agreement"). This Agreement may be executed by electronic signature, may be delivered by facsimile in two or more counterparts, and shall be deemed effective upon AssureHire's activation of Customer's account. In consideration for the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative:

## General Company Information

| | |
|---|---|
| Company Name | |
| Company Type | |
| State of Operation | |
| Years in Business | |
| Federal Tax ID | |

## Company Name

| **AssureHire** | |
|---|---|
| Signature | |
| Print Name | |
| Title | |
| Date | |

| **Customer** | Cochise County |
|---|---|
| Signature | |
| Print Name | Thomas E. Borer |
| Title | Board Chairman |
| Date | 11/17/2020 |

## 1. Services

1.1. AssureHire shall make available to Customer certain public and non-public information and database access (herein collectively referred to as a "Consumer Report") in accordance with requests for such information at prices set forth on Attachment A. If the Consumer Report requested by Customer is a credit report, then Customer shall be subject to and shall comply with the additional requirements as set forth on an Addendum to this Agreement.

1.2. AssureHire represents that it is experienced and well qualified and a specialist in the provision and security of Consumer Reports. AssureHire will use commercially reasonable efforts to make available Consumer Reports requested by Customer.

## 2. Invoicing and Payment

2.1. AssureHire will invoice Customer and payment shall be due within sixty (60) days of the date of invoice. A late payment charge of the lesser of 1% per month or the highest lawful rate may be applied to any outstanding balances until paid.

2.2. AssureHire reserves the right to revise its pricing for Services upon thirty (30) days written notice. Notwithstanding the foregoing, in the event state or local government fees payable by AssureHire in connection with the provision of Services increase during the Term, AssureHire may pass along such price increases to Customer upon notice.

2.3. Customer will pay any applicable taxes relating to this Agreement, other than taxes based on AssureHire income and franchise-related taxes.

## 3. Restrictions on Use

3.1. Customer will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("FCRA"), solely for the permissible purpose(s) stated by Customer and in accordance with the End User Certification signed by the Customer. Customer will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

3.2. Customer will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

## 4. Confidentiality

4.1. Customer shall not disclose any background screening reports provided by AssureHire hereunder except as permitted by this Agreement or required by law, provided that Customer is not prohibited from disclosing such report to the subject of such report. Notwithstanding the confidential designation of information or any provision in the Agreement to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq., as Cochise County ("Customer") is a political subdivision of Arizona that is subject to Arizona public records law.

4.2. AssureHire will disclose to Customer the discovery that personal information owned by the subject of a report was, or is reasonably believed to have been, acquired by an unauthorized person ("Data Breach"), in accordance with applicable law to disclose the Data Breach to the subject of the report.

4.3. Each party ("Recipient") will treat all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential, or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential, in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (I) is or becomes a part of the public domain through no act or omission of Recipient; (II) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (III) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (IV) is independently developed by Recipient without use of or reference to the confidential information. Customer shall not disclose the negotiated pricing or terms of this Agreement to any third party, except as required by law.

## 5. Disclaimers

5.1. Customer acknowledges that the depth of information collected by AssureHire varies among sources and AssureHire cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data. Customer shall be responsible for determining that its use of the Services complies with all applicable federal, state or local law, rule or regulation, including but not limited to FCRA and FACTA.

5.2. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (A) ASSUREHIRE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) ASSUREHIRE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

5.3. AssureHire does not, and cannot, provide legal advice to Customer or guarantee Customer's compliance with laws in use of the Service. Customer understands that any documents, information, conversations or communication with AssureHire's representatives regarding reports, verifications or other services offered by AssureHire are not to be considered a legal opinion regarding such use. Customer agrees to consult with its own legal counsel (1) about the use of an Adjudication Criteria and background screening information, including but not limited to, the legality of using or relying on reported information, and (2) to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all Laws. Customer agrees that the provision of such notices, pre-adverse or adverse action letters and the contents thereof is Customer's sole responsibility.

## 6. Indemnification

6.1. Customer shall defend, indemnify, and hold harmless AssureHire and each of its employees, officers, shareholders, members, managers, successors, assigns, and agents from and against any and all claims, judgments, damages, losses, liabilities, suits, investigations, costs and expenses (including reasonable attorney's fees) that arise out of or are in any manner related to Customer's improper or negligent use of the services provided by AssureHire in providing the services hereunder, or any breach by Customer of any representations in this Agreement.

## 7. Limitation of Liability

7.1. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT

THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION(WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY UNDER THIS SECTION CONSTITUTE A FUNDAMENTAL BASIS OF THEIR BARGAIN.

7.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in section 7.1 and Section 7.2 above shall not apply with respect to breach of Section 3 or 4.

## 8. Term and Termination

8.1. The Term of this Agreement shall be for 1-year, and shall thereafter automatically renew for successive 1-year periods. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement (i) at any time for convenience, upon delivery of 30 days advance written notice, or (ii) for cause, in accordance with Section 8.2 or as otherwise expressly provided in the Agreement.

8.2. AssureHire may immediately suspend Services, in whole or in part, under this Agreement (i) upon Customer's failure to pay amounts when due, (ii) if Customer files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) if AssureHire reasonably believes that its provision, or Customer's use of the Services shall violate the FCRA or other applicable law. In the event of a material breach of this Agreement by Customer or AssureHire, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.

8.3. The provisions set forth in Sections 4, 5, 6, 7, 8.2, 9 and 10 will survive the termination of this Agreement.

8.4. If applicable, AssureHire shall make available to Customer the limited terms listed on Attachment B (Pilot Addendum) hereto as the terms and services set forth on such Attachment.

## 9. Choice of Law; Disputes

9.1. This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in a state or federal court located in Cochise County, Arizona.

## 10. Miscellaneous

10.1. This Agreement, addenda, exhibits and/or schedules (including the End User Certification and Credentialing Application), constitutes the entire agreement between AssureHire and Customer regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained In this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions Included on any form of Customer purchase order apply to the relationship between AssureHire and Customer hereunder, unless such terms are expressly

agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged herewith.

10.2. This Agreement binds and inures the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party unless in connection with a merger or consolidation (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of the party's assets (so long as the assignment is to the acquirer of such assets).

# End User Certification

In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"), Cochise County ("End User") hereby certifies to AssureHire, Inc. (AssureHire) that it understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User certifies that all of its orders for information products from AssureHire shall be made, and the resulting reports shall be used for the following Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., permissible purposes only:

   a. Section 604(a)(2). As instructed by the consumer in writing.

   b. Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment, or retention as an employee, where the consumer has given prior written permission.

2. End User, unless End User elects to utilize AssureHire's Electronic Signature product, hereby certifies that in every case prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment purposes as required by law:

   a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure that a consumer report will be obtained for employment purposes, and such disclosure satisfies all requirements identified in the Fair Credit Reporting Act, as well as any applicable state or local laws; and

   b. The consumer has authorized in writing the procurement of the report by the End User.

   c. Further, End User, unless End User elects to utilize AssureHire's Electronic Signature product, hereby certifies that in every case prior to procurement or causing the procurement of an investigative consumer report for employment purposes as required by law:

      i. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure as set forth in 2a) above, and that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living will be obtained for employment purposes; and

      ii. Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("A Summary of Your Rights Under the Fair Credit Reporting Act"). If the consumer makes such a request in a reasonable amount of time, End User agrees to provide the name and address of the outside agency to whom requests for any of these reports has been made. This information shall be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

3. Additionally, to the extent End User elects to customize an Adjudication Criteria and or Adverse Action Notices, and to the extent permitted by Law, End User authorizes AssureHire to adjudicate Background Checks on End User's behalf, based on such Adjudication Criteria, and if applicable, send pre-adverse action and adverse action notices on End User's behalf; provided that, End User acknowledge and agree that End User is solely responsible for Adjudication Criteria and AssureHire shall not be liable for any decisions taken based on End User's Adjudication Criteria.

    a. You certify that, as of the time End User enters into this Agreement, End User has reviewed End User's Adjudication Criteria to ensure that it complies with applicable Law, and that End User will regularly update such criteria in order to ensure End User's ongoing and continued compliance with applicable Law.

    b. With each order for a Background Check Report, End User reaffirms the statements in 3(a) above.

4. Additionally, to the extent End User is requesting AssureHire to provide Massachusetts iCORI information, End User also affirms that: (i) End User notified the consumer in writing of, and received permission via a separate authorization for AssureHire to obtain and provide CORI information to End User; (ii) End User is in compliance with all federal and state credit reporting statutes; (iii) End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and (iv) End User will provide AssureHire with a statement of the annual salary of the position for which the subject is screened.

5. In using a report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize AssureHire on behalf of the End User to provide to the consumer to whom the report relates:

    a. A copy of the report; and

    b. A copy of the A Summary of Your Rights Under the Fair Credit Reporting Act and any applicable state summary of rights; and

    c. Provide the individual with a reasonable opportunity of time to correct any erroneous information contained in the report (and provide AssureHire's name and contact information) and if the individual is ultimately disqualified, provide an Adverse Action letter, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

End User confirms that it must inform AssureHire if any requested report is not to be used for employment purposes.

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End User accepts full responsibility for complying with all such laws and using the information products it receives from AssureHire in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End User accepts full responsibility for any and all consequences of use and/or dissemination of those products. End User further agrees that each consumer report will only be used for a one-time use.

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information

including, for example, restricting terminal access, and utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. End User also certifies that it will retain any information it receives from AssureHire for a period of five years from the date the report was received, and will make such reports available to AssureHire upon request. This certification is incorporated into and made part of the Agreement, if applicable.

End User understands that the credit bureaus require specific written approval before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, business that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not an End User or decision maker.

End User also confirms that while it might provide AssureHire with copies of consent forms or related documents in order to provide AssureHire with information necessary to provide its services, AssureHire is not required to maintain copies of such documents and any obligations to retain such documents under federal or state law remain solely with End User. However, should End User elect to utilize AssureHire's Electronic Signature product, AssureHire will maintain electronic copies of consent forms. To the extent permitted by law, End User agrees to indemnify and hold harmless AssureHire, its predecessors, successors and assigns, and their current and former officers, directors, employees, agents and independent contractors, both individually and in their official capacities from any liability and reasonable attorneys' fees incurred to the extent due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

End User also confirms that it shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End user will not resell this data or use it for marketing purposes. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm–Leach-Bliley Act (15 U.S.C 6801 et seq.) or the Federal Drivers Privacy Protection Act (18.U.S.C. Section 2721 et seq.) or any other similar state or local statute, rule or regulation.

End User hereby acknowledges receipt of the A Summary of Your Rights Under the Fair Credit Reporting Act and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

| | | | |
|---|---|---|---|
| **Authorized Signature** | | **Date** | 11/17/2020 |
| **Name/Title** | Thomas E. Borer, Board Chairman | | |
| **Company/End User** | Cochise County | | |

*Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

# A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud; o you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need—usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1–888–5–OPTOUT (1–888–567–8688).

- The following FCRA right applies with respect to nationwide consumer reporting agencies**:**

  CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

  **You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

  As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

  A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

  - **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
  - **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. **For information about your federal rights, contact:**

| Type of Business | Contact |
|---|---|
| **1.** (a.) Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates<br>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB: | a. **Consumer Financial Protection Bureau**<br>1700 G Street, N.W. Washington, DC 20552<br>b. **Federal Trade Commission Consumer Response Center**<br>600 Pennsylvania Avenue,<br>N.W. Washington, DC 20580<br>(877) 382–4357 |
| **2.** To the extent not included in item 1 above:<br>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks<br>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.<br>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations<br>d. Federal Credit Unions | a. **Office of the Comptroller of the Currency Customer Assistance Group**<br>1301 McKinney Street, Suite 3450<br>Houston, TX 77010–9050<br>b. **Federal Reserve Consumer Help Center**<br>P.O. Box 1200 Minneapolis, MN 55480<br>c. **FDIC Consumer Response Center**<br>1100 Walnut Street, Box #11<br>Kansas City, MO 64106<br>d. **National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach**<br>1775 Duke Street,<br>Alexandria, VA 22314 |
| **3.** Air carriers | **Asst. General Counsel for Aviation Enforcement & Proceedings**<br>Aviation Consumer Protection Division<br>Department of Transportation<br>1200 New Jersey Avenue,<br>S.E. Washington, DC 20590 |
| **4.** Creditors Subject to the Surface Transportation Board | **Office of Proceedings, Surface Transportation Board Department of Transportation**<br>395 E Street,<br>S.W. Washington, DC 20423 |
| **5.** Creditors Subject to the Packers and Stockyards Act, 1921 | Nearest Packers and Stockyards Administration area supervisor |
| **6.** Small Business Investment Companies | **Associate Deputy Administrator for Capital Access United States Small Business Administration**<br>409 Third Street, S.W., Suite 8200<br>Washington, DC 20416 |
| **7.** Brokers and Dealers | **Securities and Exchange Commission**<br>100 F Street, N.E. Washington, DC 20549 |
| **8.** Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations | **Farm Credit Administration**<br>1501 Farm Credit Drive<br>McLean, VA 22102-5090 |
| **9.** Retailers, Finance Companies, and All Other Creditors Not Listed Above | **Federal Trade Commission Consumer Response Center**<br>600 Pennsylvania Avenue, N.W. Washington, DC 20580<br>(877) 382-4357 |

*Para información en español, visite www.consumerfinance.gov/learnmore o escribe al Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

# Remedying the Effects of Identity Theft

You are receiving this information because you have been notified a consumer reporting company that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or to get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting companies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as the agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

   - **Equifax:** 1-800-525-6285; www.equifax.com
   - **Experian:** 1-888-397-3742; www.experian.com
   - **TransUnion:** 1-800-680-7289; www.transunion.com

   An **initial fraud** alert stays in your file for at least 90 days. An **extended alert** stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an **extended alert**, you will also have to provide an **identity theft** report. An **identity theft** report includes a copy of a report you have files with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the **identity theft report**, visit www.consumerfinance.gov/learnmore.

2. **You have the right to free copies of the information in your file (your "file disclosure").** An **initial fraud** alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an **extended alert** entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.

4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief - like the name of the credit and the amount of the debt.

5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file**. An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identity the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your **identity theft report**. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an **identity theft report**.

   To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore, or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

   In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.

*All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.*

# Notice to Users of Consumer Reports: Obligations of Users Under the FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

## I. Obligations of All Users of Consumer Reports

### A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

**C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer

**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section

605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore.

### F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore.

## II. Creditors Must Make Additional Disclosures

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

## III. Obligations of Users When Consumer Reports Are Obtained for Employment Purposes

### A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

**B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

## IV. Obligations When Investigative Consumer Reports Are Used

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## V. Special Procedures for Employee Investigations

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## VI. Obligations of Users of Medical Information

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report

or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

## VII. Obligations of Users of "Prescreened" Lists

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

## VIII. Obligations of Resellers

### A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

(1) the identify of all end-users;
(2) certifications from all users of each purpose for which reports will be used; and
(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

### B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

*The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.*

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:**

| | 15 U.S.C. 1681 |
|---|---|
| Section 603 | 15 U.S.C. 1681a |
| Section 604 | 15 U.S.C. 1681b |
| Section 605 | 15 U.S.C. 1681c |
| Section 605A | 15 U.S.C. 1681c-1 |
| Section 605B | 15 U.S.C. 1681c-2 |
| Section 606 | 15 U.S.C. 1681d |
| Section 607 | 15 U.S.C. 1681e |
| Section 608 | U.S.C. 1681f |
| Section 609 | 15 U.S.C. 1681g |
| Section 610 | 15 U.S.C. 1681h |
| Section 611 | 15 U.S.C. 1681i |
| Section 612 | 15 U.S.C. 1681j |
| Section 613 | 15 U.S.C. 1681k |
| Section 614 | 15 U.S.C. 1681l |

| Section 615 | 15 U.S.C. 1681m |
|---|---|
| Section 616 | 15 U.S.C. 1681n |
| Section 617 | 15 U.S.C. 1681o |
| Section 618 | 15 U.S.C. 1681p |
| Section 619 | 15 U.S.C. 1681q |
| Section 620 | 15 U.S.C. 1681r |
| Section 621 | 15 U.S.C. 1681s |
| Section 622 | 15 U.S.C. 1681s-1 |
| Section 623 | 15 U.S.C. 1681s-2 |
| Section 624 | 15 U.S.C. 1681t |
| Section 625 | 15 U.S.C. 1681u |
| Section 626 | 15 U.S.C. 1681v |
| Section 627 | 15 U.S.C. 1681w |
| Section 628 | 15 U.S.C. 1681x |
| Section 629 | 15 U.S.C. 1681y |

*All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.*

# Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties:

**Accuracy Guidelines**

The banking and credit union regulators and the CFPB will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the CFPB will be available at www.consumerfinance.gov/learnmore when they are issued. Section 623(e).

General Prohibition on Reporting Inaccurate Information The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

**Duty to Correct and Update Information**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

**Duties After Notice of Dispute from Consumer**

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B). If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

The federal banking and credit union regulators and the CFPB will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The CFPB regulations will be available at www.consumerfinance.gov. Section 623(a)(8).

**Duties After Notice of Dispute from Consumer Reporting Agency**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)1(A) and (b)1(B)

- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Sections 623(b)(1)(C) and (b)(1)(D).*
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). *Section 623(b)(2).*
- Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E).*

**Duty to Report Voluntary Closing of Credit Accounts**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4).*

**Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

**Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

**Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

**Duties when ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently

knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

*The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.*

## Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

| | 15 U.S.C. 1681 |
|---|---|
| Section 603 | 15 U.S.C. 1681a |
| Section 604 | 15 U.S.C. 1681b |
| Section 605 | 15 U.S.C. 1681c |
| Section 605A | 15 U.S.C. 1681c-1 |
| Section 605B | 15 U.S.C. 1681c-2 |
| Section 606 | 15 U.S.C. 1681d |
| Section 607 | 15 U.S.C. 1681e |
| Section 608 | U.S.C. 1681f |
| Section 609 | 15 U.S.C. 1681g |
| Section 610 | 15 U.S.C. 1681h |
| Section 611 | 15 U.S.C. 1681i |
| Section 612 | 15 U.S.C. 1681j |
| Section 613 | 15 U.S.C. 1681k |
| Section 614 | 15 U.S.C. 1681l |

| Section 615 | 15 U.S.C. 1681m |
|---|---|
| Section 616 | 15 U.S.C. 1681n |
| Section 617 | 15 U.S.C. 1681o |
| Section 618 | 15 U.S.C. 1681p |
| Section 619 | 15 U.S.C. 1681q |
| Section 620 | 15 U.S.C. 1681r |
| Section 621 | 15 U.S.C. 1681s |
| Section 622 | 15 U.S.C. 1681s-1 |
| Section 623 | 15 U.S.C. 1681s-2 |
| Section 624 | 15 U.S.C. 1681t |
| Section 625 | 15 U.S.C. 1681u |
| Section 626 | 15 U.S.C. 1681v |
| Section 627 | 15 U.S.C. 1681w |
| Section 628 | 15 U.S.C. 1681x |
| Section 629 | 15 U.S.C. 1681y |