

Content Reviewed; Ready for Signatures

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MPD Agreement Number	GRT-22-0008516-T
AG Contract Number	P0012011001584
AFIS Program/Phase Number	E2P3R01C
Customer Number	IV0000001727, A0001
CFDA Number	None - STATE Funded 100%
Program	ADOT Airport Pavement Maintenance System Program
Airport	Bisbee-Douglas International

**GRANT AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY**

THIS AGREEMENT is entered into 4/27/2022 by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, Multimodal Planning Division, Aeronautics Group, herein referred to as the "STATE" and Cochise County, a political subdivision of the STATE of Arizona, herein referred to as the "SPONSOR". The STATE of Arizona, Arizona Department of Transportation and Cochise County are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

I. RECITALS

1. The STATE is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.
2. Funding for this Project is pursuant to Arizona Revised Statute § 28-8202.D and authority to accept SPONSOR contribution is pursuant to Arizona Revised Statute § 28-8242.A.2(d).
3. The SPONSOR is empowered by Arizona Revised Statute § 28-8413.B.2 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the SPONSOR in accordance with an applicable resolution, Board-granted authority, or local ordinance; a copy of which is attached and incorporated hereto.
4. The STATE and SPONSOR desire to share in costs for pavement preservation at the Bisbee-Douglas International (Airport), hereinafter referred to as the Project. The Project will include APMS; Twy A Section 10 P-608 Application and Pavement Markings.
5. The pre-design estimated cost of the Project construction is \$25,202.00. The SPONSOR shall contribute 10% of the Project construction cost. Payment of 10% of the estimated Project construction cost of \$2,520.20 is due and payable upon signing this Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project cost shall be due and payable upon completion of the project. See § II(1)(e) for final accounting reconciliation of the Project costs.

6. The STATE will pay all design, engineering, construction administration, and construction costs for the Project less the SPONSOR/Airport Match requirement with the expectation that the Project will be completed and the expected benefits to the STATE and its constituents will be accomplished. In the event that the SPONSOR or the Airport cancel this Project after the STATE incurs these expenses, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff charges (pay rate plus indirect cost rate) in addition to direct expenses paid to vendors/consultants/contractors.
7. The STATE is responsible for all Project related procurement(s) and for paying all awarded contractor(s) performing activities for the Project with the expectation that the Project will be completed and the expected benefits to the STATE and its constituents will be accomplished. In the event that the SPONSOR or the Airport cancel this Project after the STATE incurs any expenses/costs, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. RESPONSIBILITIES

1. The STATE shall:
 - a. Conduct investigations and prepare, in compliance with Federal Aviation Administration (FAA), state, or local standards, design plans, specifications and such other documents and services required for design, project coordination, construction bidding and construction.
 - b. Invoice the SPONSOR for 10% of the pre-design estimated construction cost, and collect this match payment prior to issuing notice to proceed for any construction contract. Invoice, at the option of the STATE, additional match requirements if construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction. Invoice, after completion of the project for any remaining match requirements to bring total match from the SPONSOR to equal 10% of the actual project costs.
 - c. Advertise for Project bids and award one or more design, construction administration, and/or construction contracts for the Project and make all payments to the contractor(s) OR shall perform the Project and administration in-house, at the option of the STATE.
 - d. Provide final inspection and acceptance of the Project.
 - e. Subsequent to Project completion, determination of final quantities and services, and approval and acceptance of the Project, produce and submit to the SPONSOR a final accounting reconciliation of actual Project costs. In the event that 10% of the actual Project costs exceed the amount remitted by the SPONSOR, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual Project costs. In the event that 10% of the actual Project costs is less than

the amount remitted by the SPONSOR, the STATE will reimburse the SPONSOR for any overpayment.

- f. Reimburse the SPONSOR for any contribution that exceeded 10% of the final Project costs within 30 calendar days of receiving a signed final accounting reconciliation of the Project costs from the SPONSOR.

2. The SPONSOR shall:

- a. Remit payment of 10% of the estimated Project construction cost as documented in the Recitals of this Agreement and as instructed on the Invoice. Payment is due and payable upon signature of this Agreement and must be received by the STATE before notice to proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project cost shall be due and payable upon completion of the project. See § II(1)(d) for final accounting reconciliation of the Project costs.
- b. Schedule and provide authorized Airport access for the STATE, the STATE's representative(s), and the contractor(s) for the purposes of preparing design plans and specifications for the Project, constructing the Project, administering the construction of the Project, and for final inspection.
- c. Coordinate with the STATE and obtain authorized approval on safety plans, security plans, phasing plans, and construction schedules prepared by the STATE.
- d. Coordinate with airport users, issue or have the Airport issue NOTAMs (Notice to Airmen) as required, and provide operations support during construction, as needed.
- e. Upon completion and acceptance of the Project by the STATE, provide and/or ensure maintenance of the Airport improvements from the Project.
- f. Abide by and enforce the SPONSOR Assurances.
- g. Remit to the STATE within 30 days after receiving an invoice for any additional contribution required based on modifications of the Project estimate or subsequent to the post-completion Project accounting cost reconciliation.

III. SPONSOR ASSURANCES

The SPONSOR hereby covenants and agrees with the STATE as follows:

1. The Project is consistent with plans (existing at the time of approval of the Project) of entities authorized by the STATE to plan for the development of the area within which the Project exists.
2. The SPONSOR will furnish to the STATE each quarter a current listing of all aircraft based on the Airport.

3. These covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the STATE and shall constitute a part of the Agreement thus formed and shall remain in full force and effect throughout the life of this Agreement.
4. The SPONSOR is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the SPONSOR has full control of the use of the property through the life of this Agreement. In the event there are changes in airport ownership or to an airport lease during the life of this Agreement, responsibilities under this Agreement shall be transferred to the new owner or lessee as part of that arrangement and the parties to the new arrangement shall submit a request to the STATE to amend this Agreement as necessary to transfer responsibility to the new owner or lessee.
5. To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal Airport operations and to take appropriate action including the adoption of appropriate zoning laws.
6. To promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards.
7. To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; and establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, and prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other Airport facilities.
8. To suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for Airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
9. To refrain from entering into any transaction which would deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.
10. To maintain a current Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the STATE an updated ALP of the Airport as changes are made.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement is governed according to the laws of the STATE of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement.
2. This Agreement shall become effective upon signature by the Parties and shall remain in force and effect until the Final Post Completion Inspection Certification is issued, approximately one (1) year after Project completion; provided however, that this Agreement may be canceled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party. In the event the STATE cancels this Agreement prior to commencement of performance, the STATE shall reimburse the SPONSOR any remitted advance contribution, the amount of which is described in the Recital(s) of this Agreement.
3. This Agreement may be canceled in accordance with Arizona Revised Statutes § 38-511.
4. If the SPONSOR fails to comply with any portion of this Agreement, the STATE, by written notice to the SPONSOR, may suspend participation until appropriate corrective action has been taken by the SPONSOR.
5. The STATE reserves the right to terminate this Agreement in whole or in part due to failure of the SPONSOR to carry out any term, promise, assurance, or condition of the Agreement. The STATE will issue a written notice to SPONSOR for failure to adequately perform, or if there is reason for the STATE to believe that the SPONSOR cannot or will not adequately perform the requirements of the Agreement. If SPONSOR does not submit a Corrective Action Plan to the satisfaction of the STATE within a ten (10) day period after receipt of written notice from STATE, then the STATE, by written notice to the SPONSOR, may terminate the Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, costs incurred prior to termination, and if known any liquidated damages payments or fees due to contractors contracted for this Project. The SPONSOR shall reimburse the STATE any costs incurred prior to the date of termination, liquidated damages payments or fees due to contractors for this Project, and any legal or administrative fees required to collect or defund under this clause.
6. When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds, or when funds are not appropriated or are withdrawn for use hereunder, the STATE may terminate this Agreement.
7. No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the STATE to declare a default, to declare a failure to perform, or to take any other action on account of the violation, nor shall such violation be continued or repeated.
8. All Parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter I – Federal Aviation Administration, Department of Transportation) and Title 49 (United STATES Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by arbitration as may be required as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
10. This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.
11. Every payment obligation of the STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the STATE at any time. 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 for any damages as a result of termination under this paragraph.
12. All Parties shall retain all data, books and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in Arizona Revised Statute § 35-214.
13. The Sponsor shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Sponsor, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Sponsor's obligations under this paragraph shall not extend to any Claims to the extent caused by any alleged act, omission, professional error, fault, mistake, or negligence of the of the State, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, except the obligation does apply to any negligence of the Sponsor which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Sponsor's obligations under this paragraph shall survive the termination of this Agreement.

The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the Sponsor shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Sponsor.

14. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Act) (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 34 and 36. SPONSOR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona STATE Executive Order 2009-09, or Arizona Revised Statutes §§ 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, or national origin or on the basis of disability shall have equal access to employment opportunities, and all other applicable STATE and federal employment laws, rules and regulations.

SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, disability, national origin or political affiliation.

15. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its contractors and subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its contractors and subcontractors shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its contractors' and subcontractors' employees who work on this Agreement to ensure that the Parties or its contractors and subcontractors are complying with the above-mentioned warranty.
16. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR. Should the SPONSOR elect to terminate this Agreement, the SPONSOR will be responsible to reimburse the STATE for 100% of all costs incurred and/or expended as of the date of the SPONSOR-requested termination.
17. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically or in person or sent by mail addressed as follows:

Arizona Department of Transportation		Cochise County
Sally J. Palmer Contracts Program Manager	Matthew Munden Airport Engineer	Dan Coxworth Director Community Development
Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007	Multimodal Planning Division Attn: APMS Mail Drop 426M 180 W. Jefferson Street Phoenix, AZ 85007	1415 W. Melody Lane Building F Bisbee, AZ 85603
602-712-6732	602-712-7647	520-432-9268
spalmer@azdot.gov	MMunden@azdot.gov	dcoxworth@cochise.az.gov

18. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Party is authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.
19. **Duplicate Funding Not Permitted.** The RECIPIENT agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to ADOT, and reimburse ADOT for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

COCHISE COUNTY

STATE OF ARIZONA

Arizona Department of Transportation

By ^{DocuSigned by:}
Daniel Coxworth, Director
3C5A07D58E07408...
Daniel Coxworth
Director

By ^{DocuSigned by:}
Gregory Byres, Division Director
6E1FEBD8FEEF421...
Gregory Byres, Division Director
Multimodal Planning Division

4/27/2022

4/27/2022

Date Signed

Date Signed

Authorizing Resolution, Board-granted Authority, or Local Ordinance

{SPONSOR to attach Document in DocuSign process}



APPROVAL OF COCHISE COUNTY

I have reviewed the above referenced proposed Agreement, between the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP (STATE) and Cochise County (SPONSOR) and declare this Agreement to be in proper form and within the powers and authority granted to the SPONSOR under all applicable laws. No opinion is expressed as to the authority of the STATE to enter into this Agreement.

Attorney for Cochise County

DocuSigned by:
Paul Cornea
9CF97CC08144495...

4/19/2022

Date Signed



Office of the Arizona Attorney General

MARK BRNOVIC
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT
DETERMINATION

A.G. Contract No. P0012011001584 (**MPD Agreement No. GRT-22-0008516-T**), an Agreement between public agencies, the State of Arizona and Cochise County has been reviewed pursuant to A.R.S. § 28-401 and § 28-8202(D) et seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: 3/3/2022

MARK BRNOVICH
Attorney General

DocuSigned by:
Susan Davis, Assistant Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section


SED/sp/

Page reserved for MATCH INVOICE

Page to be replaced with UPLOADED document in DocuSign process.



 Please Click Here to Acknowledge Receipt of Invoice and Processing for Payment

 Please Click Here to Acknowledge Receipt of Invoice and Submission to accounting/finance for Payment



Multimodal Planning

Our True North: *Safely Home*

Douglas A. Ducey, Governor
John S. Halikowski, Director
Dallas Hammit, State Engineer
Gregory Byres, Division Director

January 3, 2022

Mr. Dan Coxworth
Director of Community Development
Cochise County
1415 W. Melody Lane, Building C
Bisbee, AZ 85603

Subject: ADOT Airport Surface Treatment Program 2022B
Bisbee-Douglas International Airport
Twy A2, Section 10 – P-608 Application and Pavement Markings

Dear Mr. Coxworth:

ADOT MPD – Aeronautics Group has completed the planning and program development phase of the State's Airport Pavement Preservation Program for fiscal year 2022B. This is a program that ADOT Aeronautics began the groundwork for in 2000 and updates every three to four years when they contract to have pavements at all the State's public airports evaluated and rated as to their pavement condition index (PCI). The results of the current study show the pavement maintenance recommendations for the airport pavements that still have useable life remaining. Each airport in the study will receive a complete report specific to their respective airports.

Maintenance options such as crack seals, seal coats, thin overlays, and PCCP joint repairs are scheduled for individual runways, taxiways, and aprons at various airports for each of the years in a five-year period. Projects are tentatively scheduled based on PCI priorities and the program's funding budget. Bisbee-Douglas International Airport is included in fiscal year 2022B of the program for *Taxiway A2 Section 10 P-608 Application and Pavement Markings with a construction estimate of \$25,202.*

Under this program, ADOT's Program Manager will design, support the bidding process and administer the construction of the maintenance projects. ADOT will pay 100% of the design and construction administration costs. ADOT will then pay the full construction costs to the contractor. The Sponsor will pay, directly to ADOT, their 10 percent share of the construction cost (approx. \$2,520 for Cochise County).

After review of the current recommendations, we have included the following treatments: P-608 Application and Pavement Markings. We have included the preliminary program for Bisbee-Douglas International Airport consisting of an aerial schematic exhibit and a preliminary opinion of probable cost. Prior to finalizing the program and proceeding with the design and construction we need to verify the Sponsor's intentions for participation in this program. It is expected that actual construction will begin no sooner than July 2022.

Please return by email to Matthew Munden at mmunden@azdot.gov and Tammy Martelle, Kimley-Horn and Associates at tammy.martelle@kimley-horn.com a copy of the executed letter indicating your position on this matter **AS SOON AS POSSIBLE, BUT NO LATER THAN JANUARY 19, 2022.** Upon receipt

of your acknowledgement to participate in this program, a Grant Agreement with the State and the invoice for your 10 percent (10%) share of the construction cost will be submitted electronically to you via email. Instructions will be provided for your execution of the Grant Agreement using DocuSign. Payment of your invoice for your 10% share of the construction costs must be received by ADOT before bidding and construction can commence on your project.

ADOT will collect your 10 percent (10%) share based on construction estimates at the time the Grant Agreement is issued. Upon completion of the Project, ADOT will produce a final accounting reconciliation of the construction costs. In the event, actual construction cost exceeds the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual construction cost. In the event the actual construction cost is less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.

Also, please find attached a document for Recipient Contact Information that needs to be filled out and returned. This information is necessary for the IGA to be sent for signatures.

If you have any questions or desire any additional information, please don't hesitate to contact me at (602) 712-7647.

Sincerely,

DocuSigned by:
Matthew Munden
C2D0E33391884F4...

Matthew Munden
State Aviation Engineer
ADOT MPD – AERONAUTICS GROUP

cc: Steve Reeder, Kimley-Horn & Associates

I acknowledge that the projects included for Our Airport under the ADOT Airport Pavement Preservation Program for 2022B is in the best interest for our Airport Facility and wish to participate in this program.

[Handwritten Signature] *12/10/2022*

(Signature) Date

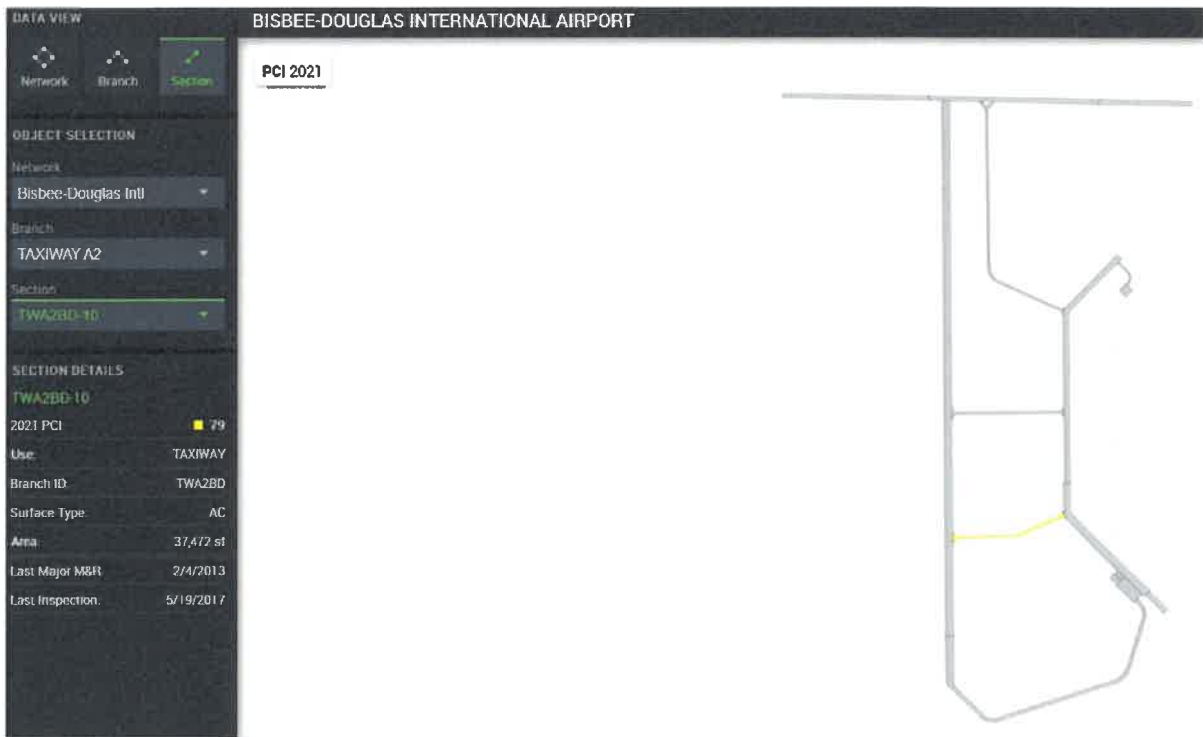
Daniel Exworth, Director

(Print Name and Title)

2022B APMS Bisbee-Douglas International Airport – Opt-In – Preliminary Opinion of Probable Cost

Pavement	Section	Description	Estimate
TWA2BD	10	P-608 Application and Pavement Markings	\$25,202
		Total	\$25,202
		10% Local Share	\$2,520

TWY A2





DTAMPE228516IV0000001727

Remit to:
ARIZONA DEPARTMENT OF TRANSPORTATION
Aeronautics
206 S 17TH AVE
MAILDROP 203B
PHOENIX AZ 85007

Bill to:
COCHISE COUNTY
1415 MELODY LANE BLDG C
Building F
BISBEE AZ 85603

Customer Name		INVOICE
COCHISE COUNTY		
Customer Number	Invoice Number	Invoice Date
IV0000001727	MPE228516	03-02-22
	ARDept/BPRO	Due Date
	DTA:MP030	03-02-22
	Amount Due	Amount Enclosed
	\$2,520.20	

Payment Method: Check Money Order

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order.
DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
<i>ORIGINAL</i>

Customer Number	Original Invoice Date	Original Due Date
IV0000001727	03-02-22	03-02-22

Customer Name	Invoice Number	Invoice Date
COCHISE COUNTY	MPE228516	03-02-22

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	APMS; Twy A Section 10 P-608 Application and Pavement Markings	03-02-22				\$2,520.20
Total Invoice Charges						\$2,520.20

Other Charges

Description	Date	Charges
Total Other Charges		

Credit Payments Applied	\$0.00
Total Amount Due	\$2,520.20

Additional Notes:**Instructions****Contact:**

MPD - Aeronautics

(602) 712-7647

MPDContracts@azdot.gov

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
TUESDAY, MARCH 22, 2022**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, March 22, 2022 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman, telephonic; Peggy Judd, Vice-Chairman; Tom Crosby, Supervisor

Staff Present: Richard G. Karwaczka, County Administrator; Sharon Gilman, Deputy County Administrator; Christine Roberts, Chief Civil Deputy County Attorney; Tim Mattix, Interim Clerk of the Board; Camila Rochin, Public Information Officer

Vice-Chairman Judd called the meeting to order at 10:00 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

Vice-Chairman Judd asked if anyone requested to speak and Mr. Mattix stated there were none.

CALL TO THE PUBLIC

No one chose to speak.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 8, 2022.
2. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Chiragkumar Patel, for Rookies #2, located at 4711 S Highway 92, Sierra Vista, AZ 85650.

Court Administration

3. Approve Fiscal Year 2021-22 Fill The Gap funding agreement, as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), effective July 1, 2021 through June 30, 2022 in the amount of \$30,201.

Elections

4. Adopt Resolution 22-07 to approve the Vote Centers for the 2022 Primary and General Elections as listed on the attached Exhibit; and authorize the Elections Director to make substitutions as necessary prior to each election, in the event that a Vote Center replacement needs to be made in accordance with A.R.S. 16-411.

This item was removed from the Consent Agenda for separate consideration and was considered by the Board immediately after agenda item 7.

Supervisor Crosby distributed a handout and discussed A.R.S. § 16-411(H) and (I). In response to the Board, Ms. Lisa Marra, Elections Director, stated that acknowledgment of the statute is included in the contracts that facilities sign to be Vote Center locations. Supervisor Crosby discussed his concerns with impacts to freedom of speech if electioneering is prohibited by an emergency polling place, and a potential amendment to the Resolution.

Chairman English made a motion to adopt Resolution 22-07 to approve the Vote Centers for the 2022 Primary and General Elections as listed on the attached Exhibit; and authorize the Elections Director to make substitutions as necessary prior to each election, in the event that a Vote Center replacement needs to be made in accordance with A.R.S. 16-411. Supervisor Crosby seconded the motion.

In response to the Board, Ms. Marra discussed steps taken in the event a location becomes inaccessible and confirmed that the same contract would be signed. Alternatives include opening another location in the same vicinity and diverting individuals to another location. There has never been an emergency requiring an emergency location. All facilities agree in the contract to allow electioneering outside the 75-foot limit. The Board discussed their thoughts and opinions on a potential amendment.

In response to the Board, Ms. Roberts reviewed the statute in more detail. The County has contracts in place where the facilities agree to electioneering outside the 75-foot limit; there are not emergency locations due to the County's Vote Center setup and the ability to divert individuals to other Vote Centers. The probability of an emergency are very small; the County must follow statute and cannot pass a Resolution that conflicts with statute.

Supervisor Crosby made a motion to amend the Resolution to include, "The provisions of ARS 16-411(I) restricting electioneering and engaging in other political activity shall not apply if the polling place or vote center was designated as such prior to the emergency." The motion failed for lack of a second.

Vice-Chairman Judd called for the vote on the original motion and it was approved 3-0.

Finance

5. Approve demands and budget amendments for operating transfers.

Supervisor Crosby made a motion to approve items 1-3 and 5 on the Consent Agenda. Chairman English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

6. Approve a Series #13 (Farm Winery) new liquor license application submitted by Mr. Robert Clark Hamilton, for Spa Vino, located at 1101 E Irene Street, Pearce, AZ 85625.

Supervisor Crosby made a motion to approve a Series #13 (Farm Winery) new liquor license application submitted by Mr. Robert Clark Hamilton, for Spa Vino, located at 1101 E Irene Street, Pearce, AZ 85625. Chairman English seconded the motion.

Mr. Mattix presented this item. He stated that the application was reviewed and recommended for approval by the appropriate departments; the Health Department will work with the applicant on permitting; property taxes are current; notice was posted as required by statute and no formal protests were filed; and, the applicant paid the \$100 processing fee. Board staff recommended approval.

Vice-Chairman Judd opened the Public Hearing. No one chose to speak and Vice-Chairman Judd closed the Public Hearing.

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

Development Services

7. Adopt Zoning Ordinance 22-03 to rezone parcel 404-02-025 from RU-2 (Rural, one dwelling per two acres) to RU-4 (Rural, one dwelling per 4 acres), pursuant to the application of Ms. Kendra Lea Bailey.

Mr. Robert Kirschmann, Planner II, presented this item using a PowerPoint presentation. The request is to rezone a parcel from RU-2 to RU-4. He gave the property's location, parcel number, total acreage, and existing and proposed uses, and displayed the site plan and photos of the area. The Planning and Zoning Commission recommended approval. He reviewed factors in favor of approval, noting that none were identified as being against, and the two standard recommended conditions of approval.

Chairman English made a motion to adopt Zoning Ordinance 22-03 to rezone parcel 404-02-025 from RU-2 (Rural, one dwelling per two acres) to RU-4 (Rural, one dwelling per 4 acres), pursuant to the application of Ms. Kendra Lea Bailey. Supervisor Crosby seconded the motion.

Vice-Chairman Judd opened the Public Hearing. No one chose to speak and Vice-Chairman Judd closed the Public Hearing.

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

ACTION

Board of Supervisors

8. Approve appointment of Mr. Tim Mattix as Clerk of the Board of Supervisors, effective March 22, 2022.

Mr. Karwaczka presented this item. He noted that the County opened the Clerk of the Board position for all applicants and received very few applications, with none meeting the minimum qualifications to move forward. He reviewed Mr. Mattix's background and experience.

Supervisor Crosby made a motion to approve appointment of Mr. Tim Mattix as Clerk of the Board of Supervisors, effective March 22, 2022. Chairman English seconded the motion.

The Board discussed the position recruitment and Mr. Mattix's work in the interim.

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

Development Services

9. Approve Grant Agreement GRT-22-0008516-T between Cochise County and Arizona Department of Transportation, Aeronautics Group, in the amount of \$25,202, for the surface treatment of taxiway A2 at the Bisbee-Douglas International Airport, effective upon signature by the parties through issuance of the Final Post Completion Inspection Certification.

Mr. Dan Coxworth, Development Services Director, presented this item. He reviewed the amount and noted that it is for the pavement preservation project at the Bisbee-Douglas International Airport. The 10% matching funds requirement is \$2,520.20. This project will extend the life of the existing pavement.

Chairman English made a motion to approve Grant Agreement GRT-22-0008516-T between Cochise County and Arizona Department of Transportation, Aeronautics Group, in the amount of \$25,202, for the surface treatment of taxiway A2 at the Bisbee-Douglas International Airport, effective upon signature by the parties through issuance of the Final Post Completion Inspection Certification. Supervisor Crosby seconded the motion.

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

Health & Social Services

10. Approve Amendment 1 to Intergovernmental Agreement IGA2021-074, COVID-19 Response Staffing, between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services, effective March 1, 2022 through February 28, 2023, to extend the agreement, and rename the agreement to CTR058657.

Dr. Alicia Thompson, Health & Social Services Director, presented this item. The Intergovernmental Agreement (IGA) was originally approved in December, 2020 and

was scheduled to end on February 28, 2022. Approximately \$79,000 remains; the Amendment will extend the County's ability to expend the remaining funds.

In response to the Board, Dr. Thompson stated that the IGA number is changing due to ADHS starting to track IGAs in the state IGA software system, which requires a different naming convention.

Chairman English made a motion to approve Amendment 1 to Intergovernmental Agreement IGA2021-074, COVID-19 Response Staffing, between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services, effective March 1, 2022 through February 28, 2023, to extend the agreement, and rename the agreement to CTR058657. Supervisor Crosby seconded the motion.

Supervisor Crosby discussed his concerns with the agenda item.

Vice-Chairman Judd called for the vote and it was approved 2-1 (Crosby opposed).

STATE & FEDERAL LEGISLATION

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

Vice-Chairman Judd noted that the end of the legislative session is nearing and a lot of deadlines have passed. Chairman English discussed ongoing negotiations regarding state-funded Probation Officers.

No action was taken on this item.

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

Mr. Karwaczka reported on an upcoming broadband survey; the Sierra Vista Foothills Complex being operational; and, the status of the Courthouse Heating, Ventilation and Air Conditioning (HVAC) project.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Tom Crosby

Supervisor Crosby reported on the upcoming El Tour de Zona bicycling event and urged caution in traveling during the event.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Peggy Judd

Vice-Chairman Judd reported on a recent open house at Tirrito Farm.

Vice-Chairman Judd adjourned the meeting at 10:37 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Tim Mattix, Clerk of the Board

Certificate Of Completion

Envelope Id: EAA95445C6D745128BF9F1CC67B39E21

Status: Completed

Subject: Please DocuSign before April 24, 2022: APMS Agreement GRT-22-008516-T

Source Envelope:

Document Pages: 22

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 5

Debra Carlson

AutoNav: Enabled

206 S 17th Ave

Enveloped Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

DCarlson@azdot.gov

IP Address: 71.223.77.158

Record Tracking

Status: Original

Holder: Debra Carlson

Location: DocuSign

2/25/2022 11:45:48 AM

DCarlson@azdot.gov

Signer Events**Signature****Timestamp**

Matthew Munden



Sent: 2/25/2022 11:51:23 AM

mmunden@azdot.gov

Viewed: 2/25/2022 4:56:55 PM

State Airport Engineer

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ADOT

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kara Sullivan

Completed

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ksullivan@azdot.gov

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ADOT

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Not Offered via DocuSign

Dan Coxworth, Director Community Development



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dcoxworth@cochise.az.gov

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Director

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Attorney Generals Office

Completed

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trncontracts@azag.gov

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Signer Events

Susan Davis, Assistant Attorney General
Susan.Davis@azag.gov
Security Level: Email, Account Authentication
(None)

Signature

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Susan Davis, Assistant Attorney General
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Paul Correa
pcorrea@cochise.az.gov
Security Level: Email, Account Authentication
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Paul Correa
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Daniel Coxworth, Director
DCoxworth@cochise.az.gov
Director
Security Level: Email, Account Authentication
(None)

DS
DCD

Signature Adoption: Pre-selected Style
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Using IP Address: 209.180.126.2

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Daniel Coxworth, Director
DCoxworth@cochise.az.gov
Director
Security Level: Email, Account Authentication
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Daniel Coxworth, Director
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Daniel Coxworth, Director
DCoxworth@cochise.az.gov
Director
Security Level: Email, Account Authentication
(None)


DS
DCD

Signature Adoption: Pre-selected Style
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Using IP Address: 209.180.126.2

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Signer Events	Signature	Timestamp
Gregory Byres, Division Director GByres@azdot.gov State Engineer / Deputy Director ADOT Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Signed by link sent to GByres@azdot.gov Using IP Address: 104.129.198.217</p>	Sent: 4/27/2022 2:37:43 PM Viewed: 4/27/2022 3:20:56 PM Signed: 4/27/2022 3:21:04 PM

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Steve Reeder Steve.Reeder@kimley-horn.com Security Level: Email, Account Authentication (None)		Sent: 4/27/2022 3:21:07 PM
Electronic Record and Signature Disclosure: Accepted: 4/27/2022 10:14:57 AM ID: efd7db5e-059b-4336-934c-1b9266976b18		

Tammy Martelle tammy.martelle@kimley-horn.com Kimley-Horn Security Level: Email, Account Authentication (None)		Sent: 4/27/2022 3:21:07 PM Viewed: 4/27/2022 3:23:54 PM
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/27/2022 3:21:07 PM

Payment Events	Status	Timestamps
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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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