

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlathe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, January 7, 2014 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #32 SV County Club, Kathryn A. Clark.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of December 17, 2013.

Community Development

3. Approve proposed amendment to the By-Laws of the Building Code Advisory and Appeals Board, to add term limits.

County Attorney

4. Authorize the Arizona Attorney General's Office to represent Cochise County in all tax appeal litigation of centrally assessed property for tax years 2013 and 2014 to include, but not be limited to cases filed by Cable One Incorporated.

County Sheriff

5. Approve Contract #2014-164-050 between the Governor's Office of Highway Safety (GOHS) and the Sheriff's Office providing \$46,000 in funding for a DUI Enforcement vehicle for the term of October 1, 2013 through September 30, 2014.

Facilities

6. Approve the award of Invitation for Bids (IFB) No. 14-17-FAC-034 for the Purchase and Delivery of AV Gas and Jet Aviation Fuel in the estimated amount of \$51,000 for the period of January 1, 2014 to December 31, 2014 with four 1-year renewal options.

Finance

7. Approve an Interagency Service Agreement with the Arizona Department of Administration, General Accounting Office in the amount of \$2,000 for the initial setup fee to host and publish Cochise County data on their website to comply with the financial transparency requirement per A.R.S. 41-725 effective from January 7, 2014 to December 31, 2017.
8. Approve demands and budget amendments for operating transfers.

Health & Social Services

9. Approve Amendment 1 to Intergovernmental Agreement (IGA) #ADHS13-034429, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services, in the amount of \$136,414 for the period of January 1, 2014 through December 31, 2014.

Indigent Defense

10. Approve an award of contract to Thomas C. Holz for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) No. 14-03-IDC-01 for the period of January 7, 2014 through June 30, 2014.

PUBLIC HEARINGS

Board of Supervisors

11. Approve an Acquisition of Control liquor license application for a series #6 (bar) liquor license submitted by Mr. Gary J. Cowell for Dillon's located at 6415 E. Hwy 90, Sierra Vista, 85635.

Community Development

12. Adopt Zoning Ordinance 14-01 to approve the proposed amendments to the Cochise County Zoning Regulations pertaining to On-Site Agricultural Processing to simplify and clarify the requirements while not altering the intent.
13. Adopt Resolution 14-01 to approve Docket R-14-03, amending the Cochise County Building Safety Code for calculation requirements for Residential Fire Sprinklers and to amend the size of One-story detached accessory structures with no utilities (sheds).

ACTION

Community Development

14. Adopt Resolution 14-02 authorizing the release of parcel 104-27-200 from the Assurance Agreement of the Rio Corte Subdivision.
15. Adopt Resolution 14-03 to support an Intergovernmental Agreement with the City of Sierra Vista for funding and construction responsibilities for the Cochise-Vista bicycle path.

County Sheriff

16. Approve the award Request for Proposals (RFP) No. 14-02-FAC-03 for Inmate Video Visitation/Phone Services to Securus Technology for the period of January 7, 2014 through December 31, 2018.
17. Approve a Detention Officer Pay Plan to allow base salary adjustments dependent upon certification/training qualifications and tenure requirements.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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 Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

**Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov**

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Republican Precinct Committee Members

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #32 SV County Club, Kathryn A. Clark.

Background:

Requested by the Cochise County Republican Committee and verified as eligible by the County Elections department.

Department's Next Steps (if approved):

Send letters to those approved with copies to Elections and to the Cochise County Republican Party.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

Attachments

PC REP VERIFICATION

PRECINCT COMMITTEEMEN VERIFICATION FORM

12/16/2013

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PARTY	PRECINCT	# PC NEEDED	CURRENT # OF PC	APPROVE	DO NOT APPROVE	DATE	INITIALS
CLARK	KATHRYN	A	3609 TREVINO DRIVE SIERRA VISTA, AZ 85650	REP	#32 SV COUNTRY CLUB	11	4	X		12/16/2013	<i>MLR</i>



**Cochise County Republican Committee
Post Office Box 615
Sierra Vista, AZ 85636-0615**

December 9, 2013

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603

Supervisors,

I recommend the following individual be appointed as Cochise County Republican Committeeman:

Kathryn A Clark
3609 Trevino Drive
Sierra Vista, AZ 85650 Precinct # 32 Country Club

Regards,


Casey Jones

Chairman, Cochise County Republican Committee
520-249-34487

*OK
JMK
12-16-13*

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2013 DEC 11 A 11: 05

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: n/a

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE of PRESENTER: n/a

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of December 17, 2013.

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:

Send to the Recorder's Office for microfiche purposes.

Attachments

Warrants

12.17.13 Draft Minutes

Cochise Co. Demands 12.17.13

75119	12/02/2013	Ortega, Michael J.	\$792.87	75196	12/05/2013	Douglas, City of	\$14,256.77
75120	12/03/2013	AOC Corrections Officer Retire	\$17,589.51	75197	12/05/2013	Empire Southwest LLC	\$1,145.26
75121	12/03/2013	Correction Officers	\$14,586.20	75198	12/05/2013	Engineering Environmental Consultants, Inc.	\$6,186.00
75122	12/03/2013	Public Safety Retirement Syst	\$82,813.09	75199	12/05/2013	Ennis Paint	\$27,938.80
75123	12/03/2013	Public Safety Retirement Syst	\$23,750.80	75200	12/05/2013	Ennis Paint	\$3,051.84
75124	12/04/2013	Waste Mgmt of AZ - Sierra Vista Hauling	\$104.76	75201	12/05/2013	ESRI, Inc.	\$877.49
75125	12/04/2013	AmeriGas - Sierra Vista	\$779.43	75202	12/05/2013	Federal Aviation Administration	\$6,498.00
75126	12/04/2013	Aqua Life	\$18.00	75203	12/05/2013	Federal Express Corporation	\$9.27
75127	12/04/2013	AZ Public Service (APS)	\$1,021.45	75204	12/05/2013	Federal Express Corporation	\$87.81
75128	12/04/2013	AZ Public Service (APS)	\$35,699.20	75205	12/05/2013	Glock Inc	\$1,304.16
75129	12/04/2013	AZ Public Service (APS)	\$285.05	75206	12/05/2013	Hemco	\$1,076.17
75130	12/04/2013	AZ Water Company	\$2,954.79	75207	12/05/2013	IBM	\$664.41
75131	12/04/2013	AZ Water Company	\$201.68	75208	12/05/2013	JE Fuller/Hydrology & Geomorphology, Inc.	\$47,815.49
75132	12/04/2013	Bella Vista Water Company-Liberty Water	\$894.95	75209	12/05/2013	JE Fuller/Hydrology & Geomorphology, Inc.	\$2,437.50
75133	12/04/2013	Benson, City of	\$115.76	75210	12/05/2013	JE Fuller/Hydrology & Geomorphology, Inc.	\$14,420.00
75134	12/04/2013	Bowie Water Improvement District	\$79.58	75211	12/05/2013	Kimberlee K. Mulhern	\$1,933.20
75135	12/04/2013	CenturyLink	\$108.45	75212	12/05/2013	Lamoree, Candace Jean	\$330.00
75136	12/04/2013	CenturyLink	\$106.98	75213	12/05/2013	Lawley Motors	\$29,884.35
75137	12/04/2013	CenturyLink	\$176.59	75214	12/05/2013	Maccaferri, Inc.	\$17,940.00
75138	12/04/2013	CenturyLink	\$64.02	75215	12/05/2013	Madden Preprint Media	\$317.00
75139	12/04/2013	Clear Springs Utility, Inc.	\$67.64	75216	12/05/2013	Mattson, Luanne	\$3,000.00
75140	12/04/2013	Douglas, City of	\$129.49	75217	12/05/2013	McNeil's Custom Engraving	\$67.30
75141	12/04/2013	Elfrida Water Improvement	\$28.74	75218	12/05/2013	Merle's Automotive Supply, Inc.	\$47.44
75142	12/04/2013	Pueblo del Sol Water Company	\$227.12	75219	12/05/2013	Mr Shed Inc	\$1,947.74
75143	12/04/2013	Southwest Gas Corporation	\$90.42	75220	12/05/2013	Neuropsychological Assessment & Consulting, PLC	\$1,300.00
75144	12/04/2013	Sulphur Springs Valley Elec Coop, Inc.	\$492.79	75221	12/05/2013	Newport 653 Graphic Design	\$175.00
75145	12/04/2013	Sulphur Springs Valley Elec Coop, Inc.	\$3,184.05	75222	12/05/2013	Nyander, Penny Sue	\$980.00
75146	12/04/2013	Sulphur Springs Valley Elec Coop, Inc.	\$302.97	75223	12/05/2013	Office Smart	\$78.30
75147	12/04/2013	Sulphur Springs Valley Elec Coop, Inc.	\$648.25	75224	12/05/2013	One Random Act, LLC	\$3,408.72
75148	12/04/2013	SunTrust Leasing Corp.	\$55,395.84	75225	12/05/2013	Pre-ven Tronics	\$1,551.51
75149	12/04/2013	Valley Telephone Cooperative, Inc.	\$1,182.07	75226	12/05/2013	Prudential Overall Supply	\$43.55
75150	12/04/2013	Waste Mgmt of AZ - Sierra Vista Hauling	\$115.45	75227	12/05/2013	Reed, Cynthia - Court Reporter	\$585.20
75151	12/04/2013	Willcox, City of	\$890.91	75228	12/05/2013	Rehab Creative, LLC	\$4,730.25
75152	12/04/2013	Willcox, City of	\$536.95	75229	12/05/2013	Road Machinery Company	\$3,118.33
75153	12/05/2013	Aadland, Graves & Associates, Inc.	\$275.00	75230	12/05/2013	RWC International, LTD	\$492.59
75154	12/05/2013	ACE Hardware - Bisbee	\$112.82	75231	12/05/2013	San Diego Police Equipment Co	\$234.69
75155	12/05/2013	Action Target Inc.	\$61,768.35	75232	12/05/2013	Schlesinger, Aaron	\$109.20
75156	12/05/2013	Anderson, Steven J.	\$250.00	75233	12/05/2013	Senergy Petroleum LLC	\$14,743.92
75157	12/05/2013	ARAMARK Services, Inc.	\$36,970.86	75234	12/05/2013	Signs by Kurt	\$210.00
75158	12/05/2013	AZ Department of Corrections - Douglas	\$515.00	75235	12/05/2013	Sparkletts	\$71.08
75159	12/05/2013	AZ Department of Corrections - Douglas	\$708.50	75236	12/05/2013	Sparkletts	\$48.42
75160	12/05/2013	AZ Department of Corrections - Douglas	\$1,180.00	75237	12/05/2013	Staples	\$1,777.45
75161	12/05/2013	AZ Department of Environmental Quality	\$1,075.00	75238	12/05/2013	Stericycle Inc.	\$245.20
75162	12/05/2013	AZ Department of Environmental Quality	\$350.00	75239	12/05/2013	Thomson West	\$142.69
75163	12/05/2013	AZ Department of Environmental Quality	\$5,628.05	75240	12/05/2013	Thomson West	\$85.51
75164	12/05/2013	AZ Department of Transportation	\$2,338.76	75241	12/05/2013	Thomson West	\$1,835.02
75165	12/05/2013	AZ Justice of the Peace Association	\$100.00	75242	12/05/2013	Tombstone Gold & Silver, Inc.	\$1,891.60
75166	12/05/2013	AZ Range News	\$31.00	75243	12/05/2013	Tombstone Gold & Silver, Inc.	\$2,935.59
75167	12/05/2013	AZ State Treasurer	\$184,567.00	75244	12/05/2013	UniFirst Corporation	\$388.02
75168	12/05/2013	AZ Supreme Court	\$13,270.00	75245	12/05/2013	UniFirst Corporation	\$167.01
75169	12/05/2013	AZ Water Company	\$1,050.85	75246	12/05/2013	United Truck & Equipment	\$114.78
75170	12/05/2013	Axle Transmission Inc.	\$3,278.95	75247	12/05/2013	Unitrends, Inc.	\$23,173.50
75171	12/05/2013	Axle Transmission Inc.	\$1,937.87	75248	12/05/2013	Valley Imaging Solutions, Inc.	\$1,203.46
75172	12/05/2013	B&S Supply Co, Inc	\$1,138.62	75249	12/05/2013	Valley Telephone Cooperative, Inc.	\$123.84
75173	12/05/2013	Baird, Leslie A, CR	\$261.20	75250	12/05/2013	VCA Apache Animal Hospital	\$247.65
75174	12/05/2013	Banning Creek Enterprises, LLC	\$7,403.46	75251	12/05/2013	Verizon Wireless	\$22.14
75175	12/05/2013	Bisbee Observer	\$42.96	75252	12/05/2013	Verizon Wireless	\$115.88
75176	12/05/2013	Bob Barker Company, Inc.	\$759.55	75253	12/05/2013	Watson Chevrolet	\$416.89
75177	12/05/2013	Branco Machinery Co.	\$1,820.88	75254	12/05/2013	Waxie Sanitary Supply	\$201.91
75178	12/05/2013	Brown & White Inc	\$15,361.66	75255	12/05/2013	West Press	\$154.04
75179	12/05/2013	Canyon Building & Design, LLC	\$100,546.20	75256	12/05/2013	Willcox Auto Parts Inc.	\$16.03
75180	12/05/2013	Catholic Comm Services Southern AZ, Inc.	\$472.00	75257	12/05/2013	Willcox, City of	\$141.18
75181	12/05/2013	CenturyLink	\$64.34	75258	12/05/2013	Zumar Industries Inc	\$1,228.50
75182	12/05/2013	CenturyLink	\$64.34	75259	12/05/2013	CenturyLink	\$33.01
75183	12/05/2013	CenturyLink	\$88.45	75260	12/05/2013	Circle K Store	\$3.39
75184	12/05/2013	Cochise Private Industry Council, Inc.	\$56,652.00	75261	12/05/2013	Cochise County Justice Court #5	\$20.00
75185	12/05/2013	Copper Queen Community Hospital	\$65.00	75262	12/05/2013	Cochise County Juvenile Court Services	\$143.91
75186	12/05/2013	Copygraphix Inc.	\$256.10	75263	12/05/2013	Cochise County Sheriff's Department	\$1,088.94
75187	12/05/2013	Correctional Healthcare Companies, Inc.	\$180.00	75264	12/05/2013	Corey, Karen R. MS	\$1,050.00
75188	12/05/2013	CRM of America LLC	\$1,406.16	75265	12/05/2013	Corey, Karen R. MS	\$2,055.00
75189	12/05/2013	DeConcini McDonald Yetwin & Lacy, P.C.	\$1,105.50	75266	12/05/2013	English, Ann	\$990.72
75190	12/05/2013	Dell Marketing LP	\$2,199.62	75267	12/05/2013	Furnier, Katja	\$67.27
75191	12/05/2013	Dell Marketing LP	\$3,525.95	75268	12/05/2013	Itule-Klasen, Lee	\$48.00
75192	12/05/2013	Desert Hawk Publications, Inc.	\$1,200.00	75269	12/05/2013	Munoz, Thelma	\$10.80
75193	12/05/2013	Direct TV	\$23.00	75270	12/05/2013	Ortiz, Armando	\$50.42
75194	12/05/2013	Dorado Personnel, Sierra Vista Personnel	\$327.60	75271	12/05/2013	Pitney Bowes Reserve Account	\$10,000.00
75195	12/05/2013	Dorado Personnel, Sierra Vista Personnel	\$1,235.37	75272	12/05/2013	TNA Salon n Boxing	\$600.00

75273	12/05/2013	Windemere Hotel & Confer Cntr	\$650.75
75274	12/05/2013	Wood, Allysia	\$100.00
75275	12/05/2013	Beach, Lara Mae	\$41.00
75276	12/05/2013	Berry, Trudy	\$41.00
75277	12/05/2013	Buckner, Marianne	\$12.71
75278	12/05/2013	Colon, Jasmin	\$12.71
75279	12/05/2013	Flannigan, Ana	\$208.80
75280	12/05/2013	Godfrey, Marilyn	\$62.64
75281	12/05/2013	Hill, Bethany	\$146.48
75282	12/05/2013	Honorable David Morales	\$93.71
75283	12/05/2013	Lueck, Elizabeth	\$18.56
75284	12/05/2013	McIntyre, Jennifer Lin	\$12.71
75285	12/05/2013	Murray, Juanita	\$44.00
75286	12/05/2013	Ortega, Michael J.	\$44.00
75287	12/05/2013	Rhodes, Christine	\$41.00
75288	12/05/2013	Romero, Todd	\$85.00
75289	12/05/2013	Romero, Tracey	\$172.55
75290	12/05/2013	Sawinski, Cindy	\$259.55
75291	12/05/2013	Welch, Catherine	\$120.93
75292	12/10/2013	AZ Department of Revenue	\$219.89
75293	12/10/2013	CitiFinancial-Chandler	\$26.02
75294	12/10/2013	Cochise County/Sheakley/National Bank	\$8,523.82
75295	12/10/2013	Colonial Supplemental Insurance	\$11.50
75296	12/10/2013	Correction Officers	\$265.03
75297	12/10/2013	DCS	\$359.04
75298	12/10/2013	General Revenue Corporation	\$128.76
75299	12/10/2013	GMAC, c/o Jennifer A. Christie	\$20.72
75300	12/10/2013	Gurstel Chargo PA	\$65.10
75301	12/10/2013	NACO West	\$21,378.61
75302	12/10/2013	NYS Child Support Processing Center	\$49.00
75303	12/10/2013	Pre-paid Legal Services, Inc. dba LegalShield	\$1,698.91
75304	12/10/2013	Public Safety Retirement Syst	\$282.31
75305	12/10/2013	Public Safety Retirement Syst	\$1,117.14
75306	12/10/2013	Seidberg Law Offices, P.C.	\$256.89
75307	12/10/2013	Support Payment Clearinghouse	\$6,160.63
75308	12/10/2013	TIAA-CREF as agent for JPMorgan Chase	\$4,000.00
75309	12/10/2013	U.S. Department of Education	\$160.79
75310	12/10/2013	United Way	\$80.00
75311	12/10/2013	Manring, Donald Gene	\$349.34

DRAFT

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS REGULAR MEETING HELD ON Tuesday, December 17, 2013

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, December 17, 2013 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

Present: Ann English, Chairman; Richard R. Searle, Vice-Chairman

Absent: Patrick G. Call, Supervisor

Staff Present: Michael J. Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator;
Elda Orduno, Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board

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

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC

Chairman English opened the Call to the Public.

Mr. Jack Cook addressed the Board on personal matters.

No one else chose to speak and Chairman English closed the Call to the Public.

Chairman English requested Item 13 be removed from the Action Agenda.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 3, 2013.
2. Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #5 BI Don Luis, Florence Ruth Scott.

3. Approve the Annual Joint Funding Agreement (JFA No. 2) with United States Geological Survey (USGS) in the amount of \$56,900 for the period of October 1, 2013 to September 30, 2014 to conduct hydrologic investigations and data collection.

Court Administration

4. Certify that the total court revenues collected in Fiscal Year 2012/2013 exceeded total court revenues collected in Fiscal Year 1997/1998 and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Facilities

5. Approve the Airport Development Reimbursable Grant Agreement # E4F3D with Arizona Department of Transportation (ADOT) in the amount of \$9,642 to update the Airport Master Plan Study at Bisbee Douglas International Airport.
6. Approve the Airport Development Reimbursable Grant Agreement # E4F3E with the Arizona Department of Transportation (ADOT) in the amount of \$8,724 to update the Airport Master Plan Study at the Cochise County Airport.

Finance

7. Approve demands and budget amendments for operating transfers.

Warrants Nos.75119, 74124-75291, 75313-75528 were issued in the amount of \$1,516,477.99.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published.

Issued warrants are listed as an attachment at the end of the minutes.

Information Technologies

8. Approve an award of contract to Rehab Creative, LLC for County Web Development Services in the not to exceed dollar amount of \$72,000.

Vice-Chairman Searle made a motion to approve items 1-8 of the Consent Agenda. Chairman English seconded the motion and it carried 2-0-1; (Call absent).

ACTION

Board of Supervisors

9. Approve a monetary allocation to the Willcox Cares Organization, a subcommittee of the Willcox Chamber of Commerce for a hazard abatement project for removal of debris at the site of the former Desert Inn Motel on Haskell Avenue within the city limits of the City of Willcox.

Mr. Alan Baker, Willcox Chamber of Commerce, explained that the project was to clean up

hazardous parts of the community. He said that any amount the Board would be willing to allocate would be helpful.

Mr. Ortega noted that funds were available and that staff recommended approval since the impact would be great not only for the City of Willcox, but the County itself.

Vice-Chairman Searle said that although in the City of Willcox this was a County project since it reflected directly on the County and noted that the City had already made a contribution as well as donations from community fundraisers.

Chairman English said that the County was always looking for opportunities to partner with organizations and communities to better the communities we all serve.

Vice-Chairman Searle moved to approve a \$20,000 allocation to the Willcox Cares Organization, a subcommittee of the Willcox Chamber of Commerce for a hazard abatement project for removal of debris at the site of the former Desert Inn Motel on Haskell Avenue within the city limits of the City of Willcox. Chairman English seconded the motion.

Chairman English called for the vote and it carried 2-0-1; (Call absent).

County Sheriff

10. Approve Operation Stone Garden program award, Agreement Number 13-AZDOHS-OPSG-130412-01 for overtime and mileage, effective November 01, 2013 through December 31, 2014 in the amount of \$1,098,769.

Lieutenant Ken Foster, County Sheriff's Office presented this item. Mr. Foster gave the background and said that they had participated in this program for many years. He explained that the grant allows the Sheriff's Office to assist Border Patrol combat illegal activities involving border related incidents.

Chairman English asked about reports to the federal government about how money is spent and how the amount received is determined.

Lt. Foster said that reports are submitted at the State level, but individual reports are not available.

Commander Genz said that a committee decided on the amount based on past activity.

Vice-Chairman Searle moved to approve Operation Stone Garden program award, Agreement Number 13-AZDOHS-OPSG-130412-01 for overtime and mileage, effective November 01, 2013 through December 31, 2014 in the amount of \$1,098,769. Chairman English seconded the motion.

Chairman English called for the vote and it carried 2-0; Call absent.

11. Approve Operation Stone Garden program award, Agreement Number 13-AZDOHS-OPSG-130412-02 for equipment, effective November 01, 2013 through October 31, 2014 in the amount of \$111,675.

Lieutenant Ken Foster, County Sheriff's Office presented this item. Mr. Foster explained that equipment is also funded to help deputies combat the drug/illegal immigrant problem as well as crimes being committed by immigrants. He noted that this year's funds would be used for infrared cameras equipped with computer software.

Mr. Ortega said that these funds are anticipated and discussed during the budget.

Vice-Chairman Searle moved to approve Operation Stone Garden program award, Agreement Number 13-AZDOHS-OPSG-130412-02 for equipment, effective November 01, 2013 through October 31, 2014 in the amount of \$111,675. Chairman English seconded the motion.

Chairman English called for the vote and it carried 2-0-1; (Call absent).

Facilities

12. Approve or reject all bids in response to Invitation for Bids (IFB) No. 14-12-FAC-03 for the JP6 (Bowie) Addition/Alteration project.

Mr. Dave Seward, Procurement Director presented this item. Mr. Seward gave the background and said that the bids were significantly higher and the County Administrator requested all bids be rejected.

Chairman English asked how the project changed so much.

Mr. Eddie Levins, Facilities Management Director said that additions to the library and court shared space as well as bathrooms and a closed breezeway had added to the original project as well as possibly adding another office space for the Sheriff's Office.

Mr. Ortega explained that costs were also higher due to the location of the site as it was hard to get contractors with their supplies out there. He also said that the scope had to be looked at once more to insure proper design and costs.

Chairman English stated that all County buildings should reflect professionalism and therefore funds should be spent to ensure buildings are safe and up to standard to provide employees the best tools to serve citizens.

Vice-Chairman Searle said that the project should move forward, but bids should be lower to save costs.

Vice-Chairman Searle moved to reject all bids in response to Invitation for Bids (IFB) No. 14-12-FAC-03 for the JP6 (Bowie) Addition/Alteration project. Chairman English seconded the motion.

Chairman English called for the vote and it carried 2-0-1; (Call absent).

Procurement

13. Approve the sale of one metal four drawer filing cabinet, declared surplus by Property Management, to The Cochise Water Project in Sierra Vista in the amount of \$1.

This item was removed from the agenda.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega reported that he would be out of the office from December 18, 2013 to January 6, 2014 and that Mr. Vlahovich and Ms. Klein would be available to deal with any issues in his absence.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Supervisor Call was absent.

Report by District 2 Supervisor, Ann English

Chairman English attended the Board office holiday party.

Report by District 3 Supervisor, Richard Searle

Vice-Chairman Searle reported on the Metropolitan Planning Organization (MPO) meeting in Sierra Vista and said they would be going over the bylaws.

Chairman English adjourned the meeting at 10:33 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 01/07/2014

Add Term Limits to By-Laws of Building Code Advisory and Appeals Board

Submitted By: Beverly Wilson, Community Development**Department:** Community Development**Division:** Planning & Zoning**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** Beverly Wilson**TITLE of PRESENTER:** Planning Director**Docket Number (If applicable):** R-14-02**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve proposed amendment to the By-Laws of the Building Code Advisory and Appeals Board, to add term limits.

Background:

FROM: Beverly Wilson, Planning Director

SUBJECT: Docket R-14-02 (Amendment to By-Laws of the Building Code Advisory and Appeals Board, Adding Term Limits)

DATE: December 20, 2013, for the January 7, 2014, Board of Supervisors Meeting

I. NATURE OF REQUEST

Docket R-14-02 is a recommendation to amend the By-Laws of the Building Code Advisory and Appeals Board, to add term limits for each appointed member. The By-Laws were adopted as Ordinance 045-13, on the 25th of June, 2013 by the Board of Supervisors. The Term Limits were inadvertently omitted.

II: PROPOSED TERM LIMITS

Pursuant to A.R.S. §§ 11-861 and 11-862, the Cochise County Board of Supervisors established a Building Code Advisory and Appeals Board to perform the duties set forth in § 11-862 and to hear appeals from orders, decisions or determinations by the Building Official regarding the application and interpretation of the adopted building codes. Inadvertently, term limits were omitted from the By-Laws governing this Board. The By-Laws will be amended by adding Article 4, as follows:

ARTICLE 4 – TERMS OF MEMBERS

1. Terms: The terms of the members of the Board first appointed shall be two years for members designated in 1A (architect) and 1B (professional engineer), three years for members designated in 1.C (general contractor) and 1.D (A person representing the public and a resident of the county), and four years for members designated in 1.E (A person engaged in the electrical, mechanical, or plumbing trade), 1.F (a contractor with experience in green building) and 1.G (A representative from a Fire Department or with a specialized knowledge of fire codes). Thereafter, each term shall be four years. Vacancies in any term shall be filled only for the unexpired portion of the term.

III: RECOMMENDATION

Staff recommends that the Board of Supervisors approve the amendment to the By-Laws of the Building Code Advisory and Appeals Board, to add term limits as proposed.

Department's Next Steps (if approved):

Notify appointed Board Members of their individual term limits.

Impact of NOT Approving/Alternatives:

The appointed members of the Building Code Advisory and Appeals Board have no term limits.

To BOS Staff: Document Disposition/Follow-Up:

Record amended By-Laws and provide copy to Beverly Wilson for the file.

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Authorize the Arizona Attorney General's Office to represent Cochise County in 2013 and 2014 tax appeal cases

Submitted By: Sue Blanchard, 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: N/A **TITLE of PRESENTER:** N/A

Docket Number (If applicable):

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

Information

Agenda Item Text:

Authorize the Arizona Attorney General's Office to represent Cochise County in all tax appeal litigation of centrally assessed property for tax years 2013 and 2014 to include, but not be limited to cases filed by Cable One Incorporated.

Background:

Recommendation: It is recommended that the Board authorize the Arizona Attorney General's Office to represent the County in all centrally assessed property appeals for the 2013 and 2014 tax years.
Background (Brief): Arizona Department of Revenue and individual Counties, where centrally assessed property is located, have been named as Defendants in an appeal filed in the Arizona Tax Court. This is a yearly event and each County named in these suits may choose to authorize the Arizona Attorney General's Office to represent the County in these tax litigations. This procedure has been followed in past years and the County maintains the right to approve/disapprove any proposed settlement. The Arizona Attorney General's Office will also be responsible for any court ordered award of attorney's fees in these cases thereby reducing the exposure of the County in the event of an adverse judgment. Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact may be a slight reduction in the tax base if the taxpayer(s) wins/win their appeal(s).

Department's Next Steps (if approved):

Next Steps/Action Items/Follow-up: Upon approval by the Board, Counsel for the County will write a letter to the Arizona Attorney General's Office authorizing them to defend the County on tax appeals of centrally assessed property, reserving the right to approve/disapprove of any proposed settlement.

Impact of NOT Approving/Alternatives:

Impact of Not Approving: Additional litigation for the County, with the risk that if the Arizona Tax Court would rule in the taxpayer's favor, there would be a reduction of the tax base and County might be subject to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

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

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

GOHS Vehicle Grant

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME Mark P. Genz

TITLE Commander

of PRESENTER:

of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve Contract #2014-164-050 between the Governor's Office of Highway Safety (GOHS) and the Sheriff's Office providing \$46,000 in funding for a DUI Enforcement vehicle for the term of October 1, 2013 through September 30, 2014.

Background:

This grant is from the Governor's Office of Highway Safety for the purchase of a police package vehicle to be use for DUI and traffic enforcement. This purchase was previously approved by the board in June of last year. The vehicle was ordered but could not be received before the end of federal fiscal year 2013. This contract is a continuation of the grant and provides a valid grant for federal fiscal year 2014 so the vehicle, which is still in transit can be funded and paid for when it arrives. The amount of the grant is the same as previously approved.

Department's Next Steps (if approved):

Upon approval by the board and GOHS, the Sheriff's Office will take delivery of, equip and deploy the vehicle.

Impact of NOT Approving/Alternatives:

Sheriff's Office will not receive necessary equipment for continued and enhanced DUI and traffic enforcement.

To BOS Staff: Document Disposition/Follow-Up:

Upon completion please return both original copies to the Sheriff's Office so they can be forwarded to the Governor's Office of Highway Safety.

Attachments

DUI Vehicle

Office of the Sheriff Cochise County



Mark J. Dannels
Sheriff
Thad J. Smith
Chief Deputy

Thursday, December 09, 2013

Cochise County
Terry Bannon, CAD
Ann English, Board of Supervisors
Lois Backe Klein, Finance
Bisbee, Arizona 85603

Reference: GOHS Contract 2014-164-050

Dearest All Concerned:

I have attached the above referenced Grant, Awarded to the CCSO in the amount of \$46,000.00; for the purchase of One (1) Fully Marked "DUI Enforcement" Police Package Vehicle.

Aside from the procurement process, the time expended for personnel to process, and time Fleet spends getting the vehicle ready, there are also recurring costs to the County for maintenance of said vehicle.

I am requesting your perusal and approval of said grant. This Grant replaces GOHS Grant 2013-164-050, which was awarded and approved, earlier this year; however the grant expired before we could receive the vehicle.

The Project Director is Commander Mark Genz, if you have any questions, you can call him at 520.432.9505 or by email at MGenz@cochise.az.gov.

If I can enlighten you or be of assistance in any way, please call on me at 432.9515.

Respectfully,

A handwritten signature in blue ink that reads "Rea Anne Servia".

Rea Anne Servia, Administrative Manager
rservia@cochise.az.gov



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

November 19, 2013

PROJECT REFERENCE:

Contract No: 2014-164-050

Contract Title: DUI Enforcement Vehicle- One (1) Fully Marked Police Package "DUI Enforcement" Vehicle

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 Judd Drive
Bisbee, Arizona 85603

Dear Sheriff Dannels:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

6. Please review the entire contract as there have been **significant changes** throughout the contract;
7. As Project Director, sign and date the signature page of both copies;
8. Obtain the signature of Richard Searle, Chairman, Cochise County Board of Supervisors, as the Authorized Official of Governmental Unit, on the signature page of both copies;
9. Have your fiscal staff complete the Reimbursement Instructions (page 19) of both copies;
10. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please ***do not*** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
AG: br

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.

CFDA 20.608

1. APPLICANT AGENCY Cochise County Sheriff's Office		GOHS CONTRACT NUMBER 2014-164-050
ADDRESS 205 Judd Drive Bisbee, AZ 85603		PROGRAM AREA 164 – AL
2. GOVERNMENTAL UNIT Cochise County		AGENCY CONTACT Mark Genz
ADDRESS 1415 Melody Lane, Building G Bisbee, AZ 85603		3. PROJECT TITLE DUI Enforcement Vehicles- One (1) Fully Marked "DUI Enforcement" Vehicle
4. GUIDELINES 164 – Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 164 funds will support One (1) Fully Marked "DUI Enforcement" Vehicle to support and enhance DUI Enforcement throughout Cochise County. The total amount of funding for this contract will include 164, 410 and 402 funding to support other alcohol enforcement activities.		
6. BUDGET COST CATEGORY		Project Period FY 2014
I. Personnel Services		\$0.00
II. Employee Related Expenses		\$0.00
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		\$46,000.00
TOTAL ESTIMATED COSTS		\$46,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2014

CURRENT GRANT PERIOD FROM: 10-01-2013 TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$46,000.00

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:**Agency Background:**

Cochise County is located in the southeastern corner of Arizona. It is bordered to the east by New Mexico and to the south by Mexico. The Cochise County Sheriff's Office is responsible for all unincorporated areas within the county.

The Cochise County Sheriff's Office consists of 85 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work in patrol, investigations or the Border Alliance Group. The 2010 population of the county was listed as 131,346. The county covers 6,250 square miles. The median income is \$45,000. The major employers are Fort Huachuca, the Sierra Vista School District and Cochise County. There are several mountain ranges within the county and it is rich in history. Cochise County has a moderate climate with the average temperature being 75 degrees due to the majority of the county being in a higher elevation.

Cochise County maintains 1,441 miles of roads. 576 miles of these are paved and 865 are dirt. Also running through Cochise County is Interstate 10 along with State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add another 465 miles of roadways. These are highly traveled roadways as Interstate 10 is the main thoroughfare to get east and west through Arizona. The Douglas and Naco Ports of Entry are major entry and exit points to and from the United States.

Agency Problem:

DUI Alcohol and youth alcohol violations continue to be a problem within Cochise County. Due to the lack of manpower, directed activities to impact these violations continues to be a problem. Youth Alcohol issues continue to be a problem. On average, when Covert Underage Buyers (CUBs) details are conducted within the county, 18% of the businesses targeted sell to the underage buyers. Due to the geographical location of Cochise County, minors going into Mexico and consuming alcoholic beverages continue to be a problem. The Cochise County Sheriff's Office is in need of vehicles dedicated to DUI Alcohol enforcement to continue activities in conjunction with the Southeastern Arizona DUI Task Force.

Agency Attempts to Solve Problem:

The Cochise County Sheriff's Office has participated in Southeastern Arizona DUI Task Force activities since it was created in 1997. Until the financing procedure was changed, CCSO served as the lead agency for the Task Force. Overtime funding through these years has been the major asset in their ability to continue to enforce impaired driving laws. They have also instituted a procedure where during peak holiday times and required GOHS deployments, the deputies on normal patrol are instructed to make an extra effort to enforce DUI Alcohol laws. This has helped the effort but these deputies are limited to the times that they are not responding to normal calls for service.

The Sheriff's Office also participates in CUBs and Port details. These are more manpower intense and they do not have the luxury of taking deputies off the street to participate in these details. The overtime funding has been the major source of revenue to be able to continue in this effort. They participate in these efforts along with other member agencies of the Southeastern Arizona DUI Task Force. New complaints of minors coming across the Naco Port of Entry will make it even more important to continue with this effort. The Sheriff's Office participates in numerous presentations throughout the year at schools, safety fairs and community events to educate the public and minors on the dangers of alcohol impaired driving.

Agency Funding:

Federal 164 funds will support One (1) Fully Marked "DUI Enforcement" Vehicle to support and enhance DUI Enforcement throughout Cochise County. The total amount of funding for this contract will include 164, 410 and 402 funding to support other alcohol enforcement activities.

How Agency Will Solve Problem With Funding:

The Cochise County Sheriff's Office will provide enforcement and education for the reduction of alcohol related crashes and fatalities. They will provide enforcement and education for the reduction of alcohol sales establishments that sell to underage buyers. They will provide enforcement and education for the reduction of restaurants that sell to underage buyers. Cochise County Sheriff's Office will reduce instances of minors that travel to Mexico to drink alcoholic beverages and then come back through the ports of entry into the United States.

The Cochise County Sheriff's Office will participate in countywide multi-agency task forces; the mission of these Task Forces is to unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI Alcohol enforcement activities with the emphasis on holidays and specific event days throughout the year.

GOALS/OBJECTIVES:

Federal 164 funds will support One (1) Fully Marked "DUI Enforcement" Vehicle to support and enhance DUI Enforcement throughout Cochise County. The total amount of funding for this contract will include 164, 410 and 402 funding to support other alcohol enforcement activities.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

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 DUI / Alcohol 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.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

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

Capital Outlay:

One (1) Fully Marked "DUI Enforcement" Police Package Vehicle

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.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

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.

EQUIPMENT:**One (1) Fully Marked "DUI Enforcement" Police Package Vehicle**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked DUI enforcement vehicles and marked DUI enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Cochise County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Cochise County Sheriff's Office further agrees to dispose of this equipment using the Cochise County Sheriff's Office, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Cochise County Sheriff's Office can refer to that of the state. The Cochise County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Cochise County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Cochise County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Cochise County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **One (1) Fully Marked "DUI Enforcement" Police Package Vehicle.**

Decals:

The Governor's Office of Highway Safety shall provide the Cochise County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered and received prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Cochise County Sheriff's Office shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**POLICE PACKAGE VEHICLES:****Requirements for DUI Enforcement Police Package Vehicle (Marked):**

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, may include a mobile data computer (MDC), equipment and associated mounting hardware. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

EQUIPMENT:**Requirements for Equipment:**

The Cochise County Sheriff's Office shall include a high quality color photograph of all equipment purchased under this contract. The Cochise County Sheriff's Office shall complete the attached Capital Outlay Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA:**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Cochise County Sheriff's Office shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1ST Quarterly Report (October 1 to December 31)	January 15, 2014
2ND Quarterly Report (January 1 to March 31)	April 15, 2014
3RD Quarterly Report (April 1 to June 30)	July 15, 2014
4TH Quarterly Report (July 1 to September 30)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Mark Genz, Commander, Cochise County Sheriff's Office, shall serve as Project Administrator.

Bridget Reutter, 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 at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **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 www.azgohs.gov. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Traffic 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.

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 will 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 September 30th of that or subsequent year as indicated on the Highway Safety Contract.

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 federal fiscal year of the contract.

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)	\$0.00
II.	Employee Related Expenses	\$0.00
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	\$46,000.00
	One (1) Fully Marked "DUI Enforcement" Police Package Vehicle @ \$46,000.00	

TOTAL ESTIMATED COSTS***\$46,000.00**

*Includes all applicable costs for tax and freight. 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 \$46,000.00.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY/PROGRAM

AGENCY/PROGRAM SOURCE	CONTRIBUTION % AMOUNT	TOTAL AMOUNT REQUESTED
Cochise County Sheriff's Office	Total Amount Requested	\$46,000.00
GOHS Contribution (164)	75%	\$34,500.00
GOHS Contribution (410)	15%	\$6,900.00
GOHS Contribution (402)	10%	\$4,600.00
TOTAL FUNDED	100%	\$46,000.00

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Required \$5,000.00+

Contract Number: 2014-164-050
Reporting Agency: Cochise County Sheriff's Office

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

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.

All out-of-state travel must be approved in writing in advance by STATE.

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 sub-contracted 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. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. 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.
- C. 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

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

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.

REIMBURSEMENT INSTRUCTIONS

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

Name: Thad J. Smith

Title: Chief Deputy

Telephone Number: 520.432.9505 Fax Number: 520.432.3517

E-mail Address: tsmith@cochise.az.gov

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

Name: ReaAnne Servia

Title: Administrative Manager

Telephone Number: 520.432.9515 Fax Number: 520.432.3517

E-mail Address: rservia@cochise.az.gov

Federal Identification Number: 866000398

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 Drive

(Address)

Bisbee, Arizona 85603

(City, State, Zip Code)

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 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.

GOHS Highway Safety Contract

Cochise County Sheriff's Office

2014-164-050

Approved as to form and authority to enter into Agreement:



Terry Bannon, Legal Counsel for Grantee

12-5-13

Date

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

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

Anne English,
~~Richard Searle~~, Chairman
Cochise County Board of Supervisors

Date Telephone

Date Telephone

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Award of Bid for Aviation Fuel at BDI

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME N/A

TITLE N/A

of PRESENTER:

of PRESENTER:

Mandated Function?: Federal or State Mandate

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of Invitation for Bids (IFB) No. 14-17-FAC-034 for the Purchase and Delivery of AV Gas and Jet Aviation Fuel in the estimated amount of \$51,000 for the period of January 1, 2014 to December 31, 2014 with four 1-year renewal options.

Background:

The current contract for AV Gas and Jet Aviation Fuel will expire on December 31, 2013 and there are no more renewal options. IFB No. 14-17-FAC-03 was released on November 5, 2013 in order to establish a new contract. Bid notices were mailed to 3 vendors and the bid was posted on the County Website and the bid was advertised in the Arizona Range News on November 14 and 24, 2013. At the date and time of bid closing of December 5, 2013 at 4:00 p.m., one bid was received, from the current contractor. The bid pricing is attached.

The purpose of this bid is to provide aviation fuel for the Bisbee-Douglas International (BDI) Airport. Aviation fuel is purchased by Cochise County for resale to users of the airport as well as for sale to the National Forest Service wild land firefighting operations, military operations, or other special purpose activities. Through a competitive bid process the County is ensuring its airport users obtain a competitive price for aviation fuel.

Department's Next Steps (if approved):

Issue blanket purchase order & monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain price quotes every time aviation fuel is required most likely resulting in higher prices and additional administrative time.

To BOS Staff: Document Disposition/Follow-Up:

Contracts signed by contractor will be hand carried to the Clerk of the Board.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Estimated Expenses

Jet A - \$29,927.00 – Fund line: 105-2000-9-412.720

Avgas - \$20,444.00 – Fund line: 105-2000-9-412.730

Estimated Revenues

Jet A - \$65,105.00 – Fund line: 105-2000-9-347.101

Avgas - \$26,496.00 – Fund line: 105-2000-9-347.102

Attachments

Bid

Contract

**COCHISE COUNTY PROCUREMENT DEPARTMENT
Bid Tabulation Form**

**IFB 14-17-FAC-03
PURCHASE & DELIVERY OF GENERAL AVIATION GASOLINE
AND JET AVIATION FUEL**

Open 12/05/13 at 4:00 PM

Delivery Point	Fuel	Ascent Aviation Group, LLC	
BDI	Av Gas Full Load (4,001 gal. or more)	\$4.0265	
	Av Gas Part Load (4,000 gal. or less)	\$4.0656	
	Delivery Price per Gallon Full Load	Market*	
	Delivery Price per Gallon Part Load	Market*	
	Jet A Full Load (4,001 gal. or more)	\$3.108	
	Jet A Part Load (4,000 gal. or less)	\$3.108	
	Delivery Price per Gallon Full Load	+ \$.35	
	Delivery Price per Gallon Part Load	+ \$.35**	
	Cochise College	Av Gas Full Load (4,001 gal. or more)	\$4.0656
		Av Gas Part Load(4,000 gal. or less)	\$4.0656
Delivery Price per Gallon Full Load		Market*	
Delivery Price per Gallon Part Load		Market*	
Both	Stand-by Charge for wait of 30 minutes or more	None	
Both	Delivery Time in Hours ARO	4 Hours	
Both	PP Discount	\$.02/10 Net 30 check	
Both	Manufacturer of Av Gas	Phillips 66	
Both	Manufacturer of Jet A	Phillips 66	

Delivery Point	Fuel	Ascent Aviation Group, LLC
Both	IGA	Yes

* AV Gas is always priced at market from refinery to Ascent and to the airport. There is no way to provide a worthwhile (to Cochise County) markup above the index.

**The delivery price (freight cost only) includes mostly a fixed price and a surcharge imposed by the carrier that is based on monthly cost functions in diesel fuel. A full load fuel price with delivery is 35 cents above the index. The delivery portion is 10 cents per gallon. A 4000-91 delivery would cost about 10 cents per gallon if we can share a full load with another airport. If not, the price would be 20 cents per gallon (for freight) or \$.45 above index. We likely can share.

COUNTY OF COCHISE
PROCUREMENT DEPARTMENT
Invitation for Bids 14-17-FAC-03
Page 35 of 38

1415 Melody Lane
Building C
Bisbee, Arizona 85603
Phone (520)432-8392 Fax (520)432-8397
E-mail trutan@cochise.az.gov

Article II. Contract Performance: The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Article III. Date of Commencement and Completion: The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

Article IV. Payment: The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

This Agreement is entered into this _____ day of _____, 2013.

CONTRACTOR:

MICHAEL F. MILLER

Authorized By:

Michael F. Miller

Signature

MICHAEL F. MILLER

Print Name and Title

SALES EXECUTIVE
ASSENT AVIATION GROUP, INC.

Company

COCHISE COUNTY:

Reviewed By:

David Seward

David Seward, Director
Procurement Department

Approved By:

Ann English, Chairperson
Board of Supervisors

Attest:

Arlithe Rios
Clerk of the Board

Approved as to Form
Elda Orduna
Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Agreement with Arizona Department of Administration, General Accounting Office for OpenBooks System

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 3

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?: Federal or State Mandate

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

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

Information

Agenda Item Text:

Approve an Interagency Service Agreement with the Arizona Department of Administration, General Accounting Office in the amount of \$2,000 for the initial setup fee to host and publish Cochise County data on their website to comply with the financial transparency requirement per A.R.S. 41-725 effective from January 7, 2014 to December 31, 2017.

Background:

Entering this interagency agreement for the purpose of financial transparency ensure that Cochise County is complying with ARS 41-725. ADOA-GAO is Arizona's official financial transparency web site called OpenBooks and will provide services to ensure we are in compliance. Annual operating costs will be in the amount of \$3,000 for operating services.

Department's Next Steps (if approved):

Finance will send signed agreements to ADOA-GAO for completion of agreement and request a fully executed original be returned to the county for our records.

Impact of NOT Approving/Alternatives:

We will not be in compliance with new state statutes.

To BOS Staff: Document Disposition/Follow-Up:

Sign and return 3 original documents to Finance for forwarding onto State. Upon their signature one original will be returned to BOS.

Attachments

Agreement

ARIZONA OPENBOOKS INTERAGENCY SERVICE AGREEMENT

Janice K. Brewer
Governor



Brian C. McNeil
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION
GENERAL ACCOUNTING OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007**

ADOA-GAO OPENBOOKS INTERAGENCY SERVICE AGREEMENT Number

In accordance with Arizona Revised Statutes, Sections (A.R.S. §§) 41-703 and 41-711, this Agreement is entered into by and between **Cochise County**, a **Local Governmental** body (hereinafter referred to as "**LOCAL GOVERNMENT**"), and the **Arizona Department of Administration, General Accounting Office** (hereinafter referred to as "**ADOA-GAO**"), governing the hosting and publication of **LOCAL GOVERNMENT** data on **ADOA-GAO's** website established under A.R.S. § 41-725 and called OpenBooks.az.gov, Arizona's official financial transparency web site hereinafter "**OPENBOOKS**"), and shall be effective as indicated in Section 1 - Term of Agreement.

1. Term of Agreement

This Agreement shall be effective upon **the date the last party signs this Agreement through December 31, 2017**. This Agreement may be terminated in accordance with Section 4.

2. Scope of Services

The **LOCAL GOVERNMENT** is requesting that **ADOA-GAO** provide **LOCAL GOVERNMENT** data hosting, publication and support services (**SERVICES**) in connection with the **LOCAL GOVERNMENT** having its financial data published on **OPENBOOKS** managed by **ADOA-GAO**.

To effectively provide these **SERVICES** both **ADOA-GAO** and the **LOCAL GOVERNMENT** agree to perform their respective responsibilities set forth in **SCHEDULE A** attached to this agreement.

3. Fees

LOCAL GOVERNMENT shall pay **ADOA-GAO** an **INITIAL SETUP FEE** of two thousand dollars (\$2,000) in advance of the first calendar year of **SERVICES** and an **ANNUAL FEE FOR OPERATING COSTS** for each calendar year **SERVICES** are to be provided. The **ANNUAL FEE FOR OPERATING COSTS** for the calendar year ending

GAOISA Number

December 31, 2013, is three thousand dollars (\$3,000), payable in advance. Each subsequent year's **ANNUAL FEE FOR OPERATING COSTS**, also payable in advance, shall be in the amount communicated by **ADOA-GAO** to the **LOCAL GOVERNMENT** by way of an Amendment **not later than ninety (90) days before the beginning of the year to which it applies.**

4. Termination

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party. If the termination is initiated by **ADOA-GAO**, **ADOA-GAO** shall refund to the **LOCAL GOVERNMENT** any unamortized **ANNUAL FEE FOR OPERATING COSTS** at the time the termination becomes effective. If the termination is initiated by the **LOCAL GOVERNMENT**, no refund shall be forthcoming.

If a termination is initiated by the **LOCAL GOVERNMENT** and, with the prior consent of the **LOCAL GOVERNMENT**, the **ADOA-GAO** has acquired capital equipment or resources necessary to fulfill the **ADOA-GAO's** responsibilities to the **LOCAL GOVERNMENT** as set forth in the Scope of Services, the **LOCAL GOVERNMENT** shall be responsible to reimburse the **ADOA-GAO** for any unamortized or unrecovered costs on or before the date the contract is terminated.

This agreement may be terminated by either party in accordance with A.R.S. § 38-511.

5. Force Majeure

- (a) Either party shall be excused for delay or failure to perform its obligations under this Agreement, in whole or in part, when and to the extent that such delay or failure is a result of causes beyond the control and without the fault or negligence of the party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, or embargoes.
- (b) The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof.
- (c) It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute and that the inability of **ADOA-GAO** or its Subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

6. 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

GAOISA Number

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.

7. Confidentiality

- (a) A.R.S. § 41-725, which is incorporated by reference, defines certain information as confidential and not to be released to the public by way of publication on **OPENBOOKS**. By virtue of this Agreement, **ADOA-GAO** and **LOCAL GOVERNMENT**, their employees, and agents may have access to certain confidential and/or proprietary information of the other party, as defined below. **ADOA-GAO** and **LOCAL GOVERNMENT** agree to use Confidential Information received from the other Party only as expressly permitted in the Agreement and in furtherance of the purposes expressed in the Agreement. Neither **ADOA-GAO** nor **LOCAL GOVERNMENT** will disclose to any third party the other party's Confidential Information, in whole or in part, except as otherwise herein provided.
- (b) **LOCAL GOVERNMENT** may provide, intentionally or otherwise, confidential data as described in A.R.S. § 41-725, the Health Insurance Portability and Accountability Act or other relevant federal or state laws or local ordinances, ostensibly for posting on **OPENBOOKS**. **ADOA-GAO** is not responsible for reviewing **LOCAL GOVERNMENT** data for confidentiality purposes and is held harmless by **LOCAL GOVERNMENT** for any damages arising from **ADOA-GAO's** posting such confidential information on **OPENBOOKS**.

8. Limitation of Liability

ADOA-GAO shall under no circumstances be liable for:

- (a) Posting or displaying on **OPENBOOKS** confidential, sensitive, incorrect, inaccurate, misleading, libelous, pejorative information provided by **LOCAL GOVERNMENT**.
- (b) Providing access in response to the **LOCAL GOVERNMENT's** direction to any Entity Administrator or Entity User.
- (c) Failure to revoke access to any Entity Administrator or Entity User at the request of the **LOCAL GOVERNMENT** provided that the revocation is effected within three (3) business days.

9. Miscellaneous

It is mutually agreed by the parties that:

- (a) In the event of a dispute, the parties agree to use arbitration to the extent

GAOISA Number

required by A.R.S. § 12-1518. The laws of the State of Arizona shall govern any interpretation of this Agreement and venue shall be in Maricopa County, Arizona.

- (b) This Agreement shall be governed and interpreted by the laws of the State of Arizona. Purchases made in furtherance of this Agreement are subject to the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (AAC R2-7-101, et seq.).
- (c) Any amendments to this Agreement must be in writing and signed by both parties.
- (d) All requests for additional services shall be in writing and signed by both parties and subject to current established **ADOA-GAO** billing rates.
- (e) Additional capital equipment or other resources to be acquired by the **ADOA-GAO** to fulfill its responsibilities to the **LOCAL GOVERNMENT** as set forth in the Scope of Services and for which the **LOCAL GOVERNMENT** may be required to reimburse the **ADOA-GAO** shall be agreed to in writing by the **LOCAL GOVERNMENT**.
- (f) **ADOA-GAO** reserves the right, at its sole reasonable discretion, to deny access as Entity Administrator or Entity User.
- (g) This agreement is subject to the provisions of A.R.S. § 38-511.
- (h) The parties to this agreement certify compliance with the requirements in A.R.S. §§ 35-391.06 and 35-393.06.
- (i) All notices pertaining to this Agreement shall be addressed or faxed to the parties respectively as follows:

ADOA-GAO:	
Arizona Department of Administration General Accounting Office (GAO) 100 N. 15th Avenue, Suite 302 Phoenix, AZ 85007	ATTN: Jennifer Verhelst Systems Support & Projects Manager Phone Number: 602-542-5106 Email: jennifer.verhelst@azdoa.gov
LOCAL GOVERNMENT:	
Cochise County Finance Department 1415 W Melody Lane, bldg G Bisbee, AZ 85603	ATTN: Glenda Nugent Supervisor Phone Number: 520-432-8376 Email: gnugent@cochise.az.gov

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

LOCAL GOVERNMENT:

ADOA:

Cochise County

Arizona Department of Administration

By: _____
Ann English, County Supervisor

By: _____
Brian C. McNeil, Director

Date: _____

Date: _____

Print ISA

SERVICE AGREEMENT GAOISA Number

Between the Arizona Department of Administration General Accounting Office
And LOCAL GOVERNMENT

SCHEDULE A

Roles and Responsibilities

The respective roles of ADOA-GAO and a LOCAL GOVERNMENT related to that service are outlined in the section below.

ADOA-GAO Responsibilities:

- Provide consultation with the LOCAL GOVERNMENT project team member concerning the requirements of the A.R.S. § 42-725, confidentiality issues, file layout and overall process.
- Provide main point of contact for all communications related to the project.
- Prepare and provide LOCAL GOVERNMENT timely written notice of any ISA ADDENDUM.
- Confirm and communicate schedules.
- Notify the appropriate contacts of issues that require resolution.
- Coordinate the change process.
- Oversee content and maintenance of the OpenBooks.az.gov website (PROD).
- Provide an LOCAL GOVERNMENT User Guide on the use of the Administrative Tool and the Secure Account Service (SAS) Login Utility.
- Define LOCAL GOVERNMENT's system roles (Entity Administrator and Entity User).
- Authorize and maintain LOCAL GOVERNMENT's access to the system via SAS.
- Evaluate and grant or deny LOCAL GOVERNMENT requests for access to or roles in OPENBOOKS; activate and deactivate accounts.
- Provide and maintain technological infrastructure.
- Host and maintain Transparency Application Databases containing the State of Arizona and LOCAL GOVERNMENT data.
- Provide diagnosis of and initialize efforts to correct issues/problems with OPENBOOKS software application, Transparency Application Database, OpenBooks.az.gov website and technology infrastructure within three (3) business days of the discovery of such problems.
- Maintain two Transparency Application databases (PROD and TEST).
- Delete LOCAL GOVERNMENT incorrect postings within three (3) business days of receiving notification by email from LOCAL GOVERNMENT.
- Comply with all laws, statutes, ordinances, rules and regulations applicable to any Arizona State government body or authority;
- Diligently complete SERVICES.

ADOA-GAO Does NOT Have the Responsibility to:

- Defend LOCAL GOVERNMENT's compliance with A.R.S. § 41-725 subsections (C) through (E).
- Respond to the LOCAL GOVERNMENT's constituency about the LOCAL GOVERNMENT's data or the use of OPENBOOKS.

SCHEDULE A (Continued on Next Page)

SCHEDULE A (Continued from Preceding Page)

LOCAL GOVERNMENT Responsibilities:

- Provide ADOA-GAO with required information for posting to OPENBOOKS in accordance with A.R.S. § 41-725 subsections (C) through (E).
- Accept and properly execute the ISA and any annual ADDENDUM or Amendment prepared by ADOA-GAO in a timely manner, but no more than ninety (90) days.
- The LOCAL GOVERNMENT chief executive officer shall designate, using the processes and forms prescribed by ADOA-GAO, one or more Entity Administrators.
- The Entity Administrator shall designate, using the processes and from prescribed by the ADOA-GAO, one or more Entity Users.
- The LOCAL GOVERNMENT Entity Administrator(s) and User(s) shall be authorized to interface and liaise with ADOA-GAO personnel.
- Obtain administrative login access via SAS.
- Request and maintain authorized user roles for Entity Administrator and Entity User.
- Notify ADOA-GAO of any Administrator or User changes within 48 hours of such changes.
- Adhere to the data specification (file layout).
- Adhere to the guidance in the LOCAL GOVERNMENT User Guide.
- Adhere to State of Arizona Security requirements.
- Review data to assure compliance with confidentiality requirements, including those in A.R.S. § 41-725.
- Make payments in accordance the ISA and any Amendments.
- Upload the LOCAL GOVERNMENT data into the system as directed.
- Update and administer content data.
- Take reasonable measures to maintain the timeliness and accuracy of the LOCAL GOVERNMENT data presented on OpenBooks.az.gov.
- Notify ADOA-GAO of any required file deletions as soon as practicable.
- Cooperate with ADOA-GAO in the identification, diagnosis and resolution of issues/problems with the OPENBOOKS software application, Transparency Application Database, OpenBooks.az.gov website, and technology infrastructure.

SCHEDULE A (Remainder of Page Intentionally Left Blank)

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

**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.

Health & Social Services

Regular Board of Supervisors Meeting**Meeting Date:** 01/07/2014

AHDS IGA# 13-034429, Amendment 1, Teen Pregnancy Prevention Program

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:**

REMINDER: 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 Amendment 1 to Intergovernmental Agreement (IGA) #ADHS13-034429, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services, in the amount of \$136,414 for the period of January 1, 2014 through December 31, 2014.

Background:

This amendment is the second year of a five-year contract cycle of ADHS funding for Teen Pregnancy Prevention services in Cochise County for the period January 1, 2013 through December 31, 2017. As per state guidelines, our staff has been trained in eight separate evidence-based curriculums in order to provide a "menu of services" to school districts and other youth-serving organizations. We currently have partnerships with Douglas, Benson and Willcox school districts to provide curriculum to their students and are working on developing partnerships with Sierra Vista, Tombstone, Bowie and San Simon School Districts. We also work with the Juvenile Probation System to deliver curriculum to youth probationer, parents of probationers and teens in detention. We are continuing implementation of the Youth Health Coalition, begun in 2011 in collaboration with the ADHS-funded Tobacco Prevention program. The Youth Health Coalition assists with teen pregnancy prevention efforts by developing and providing "prevention messaging" in schools and at other youth-centered events. We also offer parent education classes on talking to youth about sensitive subjects.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this renewal will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.

To BOS Staff: Document Disposition/Follow-Up:

A fully executed original will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year: 2014
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 35,262
Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, cost-reimbursement program by the ADHS funded at \$136,414. The net county subsidy is calculated as follows:

Salaries/EREs: \$89,180

A-87 OH at 39.54%: \$35,262

Authorized OH at 20%: \$17,836

Net County Subsidy: \$17,426

Attachments

ADHS13-034429 Amend 1 12-13

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger Department/Division: Health/Prevention
 Date Prepared: 12/18/13 Telephone: 520-432-9402
 Grantor: ADHS Grant Title: Teen Pregnancy Prevention
 Grant Term From: 1/1/14 To: 12/31/14
 Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Provides various Teen Pregnancy Prevention programs and activities in Cochise County for residents in the at risk group.

If amendment, provide reason:

This amendment is renewing the annual IGA funding. this is a price sheet amendment.

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$ 136,414			\$ 136,414
Remaining Years					
Total Revenue		\$ 136,414			\$ 136,414

Is County match required? Yes No If yes, dollar amount \$ _____

Has this amount been budgeted? Yes No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment Quarterly payments Draw Reimbursement

Is reversion of unexpended funds required at end of grant period? Yes No

a) Total A-87 cost allocation \$35,262

b) Amount of overhead allowed by grant \$ 17,836 County subsidy (a-b) \$ 17,426

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount \$ 17,836 OR percentage allowed 20%

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 2

Agenda Number: HLT Teen Pregnancy Prevention Program

Recommendation:

Approve Amendment 1 to IGA# ADHS13-034429, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$136,414 for the period of January 1, 2014 through December 31, 2014.

Background (Brief):

This amendment is the second year of a five-year contract cycle of ADHS funding for Teen Pregnancy Prevention services in Cochise County for the period January 1, 2013 through December 31, 2017. As per state guidelines, our staff has been trained in eight separate evidence-based curriculums in order to provide a “menu of services” to school districts and other youth-serving organizations. We currently have partnerships with Douglas, Benson and Willcox school districts to provide curriculum to their students and are working on developing partnerships with Sierra Vista, Tombstone, Bowie and San Simon School Districts. We also work with the Juvenile Probation System to deliver curriculum to youth probationer, parents of probationers and teens in detention. We are continuing implementation of the Youth Health Coalition, begun in 2011 in collaboration with the ADHS-funded Tobacco Prevention program. The Youth Health Coalition assists with teen pregnancy prevention efforts by developing and providing “prevention messaging” in schools and at other youth-centered events. We also offer parent education classes on talking to youth about sensitive subjects.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost-reimbursement program by the ADHS funded at \$136,414. The net county subsidy is calculated as follows:

Salaries/EREs	89,180
A-87 OH at 39.54%	35,262
Authorized OH at 20%	17,836
Net County Subsidy	<u>17,426</u>

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this renewal will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer
Tracy Chisler

Contract No: ADHS13-034429

Amendment No. 1

Teen Pregnancy Prevention Program – Abstinence Plus

Effective January 1, 2014, it is mutually agreed that the IGA referenced is amended as follows:

- 1. Pursuant to the Scope of Work, Provision D., Tasks, the following tasks are revised to read as follows:
4.2 If offering youth development, the program needs to ensure integration between youth development activities and teen pregnancy prevention curriculum education.
4.3 Program must obtain signed active parental consent form for youth to participate in the program and a separate consent to participate in the evaluation.
6.1 Administering the ADHS pre/post evaluation tool to youth; and

All other provisions of this IGA remain unchanged.

Form with signature lines and fields for Contractor Name, Address, City, State, Zip, Title, Signature, Date, and Printed Name. Includes text: 'CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form...' and 'Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.'

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		Error! Main Document Only. ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034429	Amendment No. 1	Procurement Officer Tracy Chisler

2. Pursuant to the Scope of Work, Provision G., Deliverables, the following deliverables are revised to read as follows:
 2. A monthly narrative report (template provided by ADHS) of program activity services rendered, due the 10th of each month following the month of service (Exhibit Five (5)) and shall be approved by ADHS prior to reimbursement;
 3. Administer ADHS pre and post evaluation tool(s) to each participating youth and submit to ADHS within five (5) days of completion of tool. In addition, programs implementing the Wyman Teen Outreach Program® (TOP) will be required to administer the TOP® pre and post surveys and the ADHS pre/post evaluation tool(s);
 4. A monthly Contractor's Expenditure Report (Exhibit Two (2)), due thirty (30) days following each month of service, to be submitted electronically to the designated ADHS TPP Program Manager and shall be approved by ADHS prior to reimbursement;
3. The Price Sheet of the IGA is replaced with the revised Price Sheet, Page Four (4) of this Amendment One (1). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment One (1). The IGA line item pricing total remains the same at **\$136,414.00** based on the following line item changes:
 - a. Personnel Services will decrease by \$2,589.00 for a total of **\$64,124.00** due to the reduction of personnel, leaving only TPP personnel on the budget.
 - b. ERE Services will increase by \$497.00 for a total of **\$25,056.00** due to insurance and retirement rate increases.
 - c. Professional & Outside Services will decrease by \$3,094.00 for a total of **\$2,906.00** due to the increased sustainability of the Youth Coalition which results in minimal stipends and/or financial assistance provided to the program.
 - d. Travel Expenses will increase by \$3,504.00 for a total of **\$18,592.00** due to a new employee that may need curriculum training out of town.
 - e. Operating Expenses will increase by \$2,100.00 for a total of **\$7,900.00** due to the need for the Contractor to purchase a laptop and software.
 - f. Indirect Expenses will decrease by \$418.00 for a total of **\$17,836.00** due to a decrease in Personnel Expenses.
4. Replace the Logic Model Matrix of the IGA with the revised Logic Model Matrix titled "Cochise County Logic Model 2014" in this Amendment One (1).
5. Pursuant to the Terms and Conditions, Provision 4.12 of the IGA, Scrutinized Businesses, is hereby deleted in its entirety.
6. Pursuant to Terms and Conditions, Provision Fifteen (15) of the IGA, Fingerprint and Certification Requirements/Juvenile Services, is hereby deleted in its entirety.
7. Pursuant to the Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 of the IGA is hereby replaced with the following language:



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS13-034429

Amendment No. 1

Procurement Officer
Tracy Chisler

Price Sheet

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	\$64,124.00
EMPLOYEE RELATED EXPENSES	\$25,056.00
PROFESSIONAL/OUTSIDE SERVICES	\$2,906.00
TRAVEL EXPENSES	\$18,592.00
OPERATING EXPENSES	\$7,900.00
INDIRECT (if authorized)	\$17,836.00
TOTAL	\$136,414.00

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet and shall have prior written approval from the ADHS Program Manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

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(602) 542-1040
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Contract No: ADHS13-034429

Amendment No. 1

Procurement Officer
Tracy Chisler

Cochise County Logic Model 2014

GOAL: Describe the goal of your program: a broad statement of intended change which identifies the target population.

Administer and provide abstinence plus teen pregnancy and STD prevention education to youth in Cochise County ages 12 – 19 years of age and their parents, in a variety of venues.

THEORY: Explain the theory behind why the program(s) approach will work.

The Cochise County Teen Pregnancy Prevention Program plans to offer a menu of curriculae to junior high and high schools, youth centers, juvenile detention and probation, charter schools, health departments, and parents. The curriculae we have to offer include: Reducing the Risk, Cuidate, Making a Difference, Draw the Line/Respect the Line, Making Proud Choices, Promoting Health Among Teens, Wise Guys, Be Proud Be Responsible, and Active Parenting.

We believe that offering more than one curriculum will allow schools and/or organizations to choose the type of education that is best suited for their audience/organization.

TARGET POPULATION: Describe the population of clients that will be served.

Population served will be youth 12 – 19, and parents of teens and preteens throughout Cochise County. Several communities in Cochise County have a high population of Latinos/Hispanics where we plan to offer the Cuidate curriculum which is culturally sensitive to the Hispanic population. As noted above, we will offer additional curriculae to suit the needs of each community/organization. All parents will receive education through the Active Parenting curriculum.

INPUTS: List the program(s) inputs - i.e. the resources, people, skills, knowledge and tools being used to deliver services.

Resources - ADHS funding, staff who are curriculum trained and fingerprinted, Youth Health Coalition members, 9 curriculae, county and school facilities, county vehicles, school partnerships, and teaching supplies.

Constraints – required splitting of boys and girls at the junior high level when there are time constraints and schools want to keep them as one group, fitting into school schedules, fidelity requirements, and school board approval process.

Resources dedicated to or consumed by the program: i.e.: money, staff, time, facilities volunteers, equipment, supplies
Constraints on the Program: Laws, regulations, requirements

STRATEGIES: List the strategies - i.e. things done to, for or with the population intended to lead to the desired change.

Offer evidence-based curriculum to junior high and high schools, charter schools, juvenile probation and detention students, and youth serving organizations. Attached is the menu of curriculae that we offer: 3 curriculae are geared towards junior high students only, 2 curriculae are geared to high school students only, and 2 curriculae are population specific. One teen parenting curriculum is also offered to parents with teens. Please see attachment which lists each curriculum. In addition to curriculum we offer teen pregnancy and STD prevention education at health fairs and/or school health prevention fairs and "prevention messaging" through the Youth Health Coalition.

What the program does with inputs to fulfill its mission:
Activities
Services
Processes



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
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Procurement Officer
Tracy Chisler

Contract No: ADHS13-034429

Amendment No. 1

OUTPUTS: List the outputs - i.e. the product of the activity, service or process. List in quantitative measures.

Our services will be offered to:

- 6 schools
- County Detention and Probation Programs
- 2 charter schools
- 2 community organizations
- Cochise County Youth Coalition and Cochise County Health Dept
- Parents

We plan to reach:

400 youth
20 parents

*The direct product of program
Activities, Services or Processes*

SHORT-TERM OUTCOMES: List the short-term benefits expected from the target population.

More youth will be educated on teen pregnancy, condom and birth control use, STDs and HIV. Parents will have knowledge on how to talk to their teens about sex and STDs.

Short-term outcomes should focus on changes in: Knowledge, Attitude, or Skill of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefits.

Curriculum pre and post test

Use the indicators to quantitatively (s) describe the program intended measurable results.

MID-TERM OUTCOMES: List the mid-term benefits expected from the target population.

More youth using condoms correctly and consistently and/or choosing abstinence.

Mid-term outcomes should focus on changes in: Behavior of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefits.

We need assistance with indicators for this outcome.

Use the indicators to quantitatively describe the program(s) intended measurable results.

LONG-TERM OUTCOMES: List the long-term benefits expected from the target population.

Reduce number of teen pregnancies and STD incidences.

Long-term outcomes should focus on changes in: Condition or Altered Status of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefits.

Youth Risk Behavior Surveillance (YRBS) results.

Use the indicators to quantitatively describe the program(s) intended measurable results.

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Award of Contract for Indigent Defense Contract Attorney Services

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME N/A

TITLE N/A

of PRESENTER:

of PRESENTER:

Mandated Function?: Federal or State Mandate

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an award of contract to Thomas C. Holz for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) No. 14-03-IDC-01 for the period of January 7, 2014 through June 30, 2014.

Background:

RFQ No. 14-03-IDC-01 was released on August 19, 2013 as an open ended solicitation to supplement the current qualified list of attorneys utilized for felony, dependency, severance, delinquency and misdemeanor cases. The intent of the RFQ is to evaluate submittals as they are received and make a determination if the submittal meets the minimum qualifications and is determined to be successful by the evaluation panel and approved to be added to the existing qualified list resulting from RFQ No. 13-06-IDC-01.

Thomas C. Holz has submitted his response to the RFQ on November 26, 2013. The evaluation panel independently evaluated the submittal and unanimously agreed to award a contract to Thomas for the following classes of cases:

- Class 1 (not death penalty) & 2 felony cases
- Class 6 through Class 2 felony cases
- Delinquency and incorrigibility cases
- Misdemeanor cases

Department's Next Steps (if approved):

Execute contract. Assign work on a rotation basis. Monitor contract performance.

Impact of NOT Approving/Alternatives:

Thomas C. Holz will not be added to the qualified list of attorneys.

To BOS Staff: Document Disposition/Follow-Up:

The contract will be hand carried to the Clerk of the Board when received signed by the Thomas Holz.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Indigent Defense sufficiently budgets for these expenditures.

Attachments

Contract

**INDIGENT DEFENSE CONTRACT COUNSEL AGREEMENT
FISCAL YEAR 2013-2014**

THIS AGREEMENT (the "Agreement") is made this 7th day of January, 2014 between Thomas C. Thomas Holz, Deputy Legal Defender, Esq., 48 Main Street, Suite 13, P.O. Box BZ, Bisbee, AZ 85603, and Cochise County, a political subdivision of the State of Arizona, through the Indigent Defense Coordinator, 1415 Melody Lane, Bisbee, AZ 85603 (hereinafter the "County").

Recitals:

- A.** The County provides counsel for indigent juveniles and adults in delinquency, incorrigibility, criminal, dependency and mental health commitment cases;
- B.** The Cochise County Public and Legal Defender Offices sometimes have conflicts of interest or for other reasons are unable to represent indigent clients in these kinds of cases;
- C.** The County desires to engage private counsel for indigent persons ("Clients") when the County Public and Legal Defender Offices have a conflict or for other reasons are unable to represent them;
- D.** The County desires the services of the Attorney as counsel for Clients in the classes of cases specified in this Agreement;
- E.** The County is authorized to procure the professional services of the Attorney as an independent contractor under A.R.S. §§ 11-201, 11-251 and 11-254.01 for these matters.

NOW THEREFORE, in consideration of their mutual promises set out herein, the Attorney and the County agree as follows:

1. Scope of Work and Compensation

- A.** The Attorney shall provide legal services for Clients in the following classes of cases as assigned by the Indigent Defense Coordinator (hereinafter the "IDC"):

Class 1 felony cases and Class 2 felony cases listed in A.R.S. § 13-706 as "serious offenses" or "violent or aggravated felonies"

Class 6 through Class 2 felony cases (other than those listed in A.R.S. § 13-706 as "serious offenses" or "violent or aggravated felonies")

Delinquency and Incorrigibility Cases

Misdemeanor Cases

- B.** The compensation for each class of cases, including the timing of payment, is set forth on Exhibit A hereto. Each felony, probation revocation and misdemeanor case assigned to the Attorney shall be compensated as a separate case. This includes cases that are referred to and disposed of in Early Resolution Court. A case that is resolved through a deferred prosecution agreement shall be deemed concluded for purposes of this

Agreement, so that if prosecution is resumed for failure to comply, the resumed prosecution shall be deemed a separate case. For dependency cases, the date the original petition was filed will determine whether the case is a "1st Year" case or a "2+ Year" case. Supplemental dependency petitions are not considered separate matters with respect to pre-existing parties and will not be paid as a new assignment. If the Attorney is assigned a dependency case, which subsequently develops into a severance case, the severance case will be treated and compensated separately. However, the following shall not count as cases:

1. Felony cases dismissed due to no complaint being filed nor an indictment returned. Attorney shall be paid at the rate of \$50 per hour, not to exceed \$200, for such cases. Attorney must submit an itemized billing statement to IDC for these cases within 60 days of the dismissal.
 2. Any case in which Attorney withdraws due to a conflict or other reason. Attorney shall be paid at the rate of \$50 per hour, not to exceed the base amount paid for that case type. Attorney must submit an itemized billing statement to IDC within 60 days of the withdrawal. If an Attorney has been paid for a dependency case and, subsequently must withdraw prior to the end of the case, the Attorney will only be entitled to \$50.00 per hour for work performed on that case and must reimburse the County for any amount over that. The County may offset any amount needed to be reimbursed from any future payment owed to Attorney.
 3. Juvenile delinquency cases in which the Attorney is assigned as Guardian Ad Litem or assigned to represent parents in Order to Show Cause proceedings. Attorney shall be paid at the rate of \$50 per hour for such cases. In the event that a Guardian Ad Litem assigned in a delinquency matter determines that it is appropriate to file a petition to initiate dependency proceedings, Attorney will be paid according to the Dependency fee schedule for work performed after the dependency petition is filed.
- C. In the event that a client fails to appear for a court proceeding and the court issues a bench warrant for the arrest of the client, the Attorney shall move to withdraw from the case within 60 days of the issuance of the bench warrant. Upon withdrawal, Attorney will be paid at the rate of \$50 per hour, not to exceed the base amount paid for that case type. If the client is later arrested on a bench warrant, the case will not be counted as an additional case. If reappointed, the Attorney will receive the base amount for that case type minus any prior payment. Attorney must submit a final itemized billing statement to IDC within 30 days of the disposition of the case.
- D. Assignments of cases to the Attorney and other independent contract attorneys shall be made at the sole discretion of the IDC.
- E. **Protracted and Complex Cases.** Attorney may apply to the IDC for additional fees if, in the judgment of the Attorney, an assigned case requires more than the base level of service anticipated by this Agreement because of the complex or protracted nature of the case. Such additional fees may be a fixed amount or an hourly rate.

For felony cases listed in A.R.S. § 13-706 as “serious offenses” or “violent or aggravated felonies”, Attorney may apply to the IDC for an hourly rate of no more than \$75.00 per hour.

All requests for additional compensation shall be submitted to the IDC for approval. If the IDC is unable to approve a request, the IDC will submit the request to the Superior Court Presiding Judge, the Presiding Judge’s designee or the appropriate court for approval. The determination whether a case warrants additional fees and, if so, the amount or rate, shall be determined by the IDC, subject to review as set forth in Paragraph 22 of this Agreement. All requests shall include the following:

1. The total amount of additional fees and/or hourly rate requested.
2. A specific explanation of the circumstances affecting the length and/or complexity of the case.
3. An itemized listing of the services provided up to the date of the request showing the amount of time spent on each item.

F. If approved for an hourly rate, Attorney must submit monthly itemized billing statements that contain the date of service, a brief description of the service and the actual time spent, billed in one-tenth (1/10) of an hour increments. Monthly billing statements shall be submitted no later than the 15th day of the month following the provision of the service.

G. In all cases, Attorney shall not be compensated for any work performed by attorney of a non-legal nature that would ordinarily be performed by support personnel, including secretarial and clerical support work involved in opening and closing files, administrative communications with IDC, preparing and transmitting documents, copying, organizing, filing or similar functions.

H. The Attorney shall represent Clients from the date of assignment, through trial and sentencing, or other resolution of the case, including, but not limited to, a plea agreement and sentencing pursuant to such agreement, restitution hearing post-sentencing, dismissal, deferred prosecution or through fulfillment of terms of a cooperation/witness agreement with the State. If a criminal case proceeds to trial and results in a conviction, the Attorney is responsible for preparation of and filing a Notice of Appeal. If a case is resolved pursuant to a deferred prosecution agreement, the Attorney may withdraw from the case at that time. If a Client reaches an agreement with the State to resolve a matter and it requires the Client to testify against another party, work as an informant or otherwise cooperate with the State, the Attorney shall remain attorney of record until the Client fulfills these obligations. In appropriate circumstances, the Attorney may also file a Notice of Post-Conviction Relief or provide Clients with the forms to file it. In a mental health commitment case, the Attorney shall represent the Client from the date of assignment through time period covered by an order of treatment. In a delinquency case, the Attorney shall represent the Client from the date of assignment through disposition. In a dependency case, the Attorney shall represent the Client until a final order is entered. Generally, assignment of Justice Court and Superior Court cases does not include responsibility for post-trial appeals, post-adjudication appeals, or Rule 32 petitions, which will be assigned and compensated separately.

- I.** If the Attorney is a member of a law firm, the Attorney may assign a case to any attorney in the firm who has been approved by the County to handle such cases.
- J.** Attorney shall provide competent, effective, and timely legal assistance and representation and shall perform the work in accordance with the terms of the Agreement to the best of Attorney's ability. The Attorney represents that he/she is qualified to act as counsel in the cases he/she has agreed to accept pursuant to this Agreement, and meets the minimum qualifications for such cases as set forth on Exhibit B.
 - 1. The Attorney shall maintain contact with Clients and keep them informed until the case is terminated. The Attorney shall also use reasonable diligence in notifying Clients of necessary court appearances, as well as court action resulting from their clients' non-appearance.
 - 2. The Attorney shall comply with the Arizona Supreme Court Rules of Professional Conduct, the Arizona Supreme Court rulings on the standards for effective assistance of counsel as set forth in *State v. Smith*, 140 Ariz. 355 (1984) and *Zarabia v. Bradshaw*, 185 Ariz. 1 (1996), state and local court rules, all applicable local, state and federal laws, statutes, ordinances, rules and regulations and the written administrative policies and procedures established by the Court or the IDC.
 - 3. If the Attorney uses any employees to perform these services, said employees shall be suitably trained and skilled and the Attorneys shall supervise their work in accordance with the standards of the profession and the Rules of the Court.
- K.** The Attorney shall not accept a fee or other compensation for services rendered other than as stated in this Agreement. However, the County understands and agrees that the Attorney may represent private clients not covered by this Agreement.
- L.** The Attorney should be mindful of Rule 6.4 of the Arizona Rules of Criminal Procedure regarding indigency and make appropriate requests to the Court for re-determination of indigence for Clients.
- M.** Once Attorney is assigned a case, the Attorney's duty to represent Clients shall survive expiration of this Agreement. Should the Attorney be unable or unwilling to continue representation due to a conflict or otherwise, the Attorney shall file a motion to withdraw with an order referring the case back to the IDC for reassignment of counsel.
- N.** The Attorney, on occasion, may have another attorney appear as substitute counsel due to being reasonably unavailable.
- O.** The Attorney is not entitled to reimbursement for work performed after completion of representation, as set forth in the Agreement, unless the IDC expressly authorizes it in writing.
- P.** Attorney acknowledges and agrees that pursuant to A.R.S. § 11-622(C) the County shall not pay any claim unless a demand is made within six months after the last item of account accrues. This applies to claims for compensation and extraordinary expense (see below) pursuant to this Agreement.
- Q.** Attorney acknowledges that Cochise County operates on a fiscal year that begins each July 1st and ends each June 30th of the following year. All claims for work performed through June 30th of each fiscal year must be submitted to IDC no later than August 15

following the end of the fiscal year on June 30th. Claims submitted after this date shall not be paid.

2. Expenses

- A. Routine Expenses.** The Attorney agrees that routine or ordinary expenses involved in the representation of Clients are not reimbursable, but instead are included in the compensation pursuant to this Agreement. These expenses include, but are not limited to in-office copying, postage, telephone, facsimiles, computer, computerized legal research (i.e. Westlaw, Lexis and Loislaw), office supplies, secretarial and paralegal services, and travel within the County.
- B. Extraordinary Expenses.** The County shall pay the Attorney, in addition to the fees provided in this Agreement, Extraordinary Expenses. These include, but are not limited to, the costs of expert witnesses, investigators, extraordinary travel, transcripts for trial court purposes, including interview and deposition transcripts, clothing for defendant at trial, subpoena fees (if a Civil Division of a Sheriff's Department or Constable is unavailable to serve the subpoenas) and any other costs associated with representation in cases that are the subject of this Agreement pursuant to A.R.S. § 13-4013 and within County guidelines and rates. The Attorney shall obtain prior written approval of the IDC before incurring any such Extraordinary Expenses, subject to review as set forth in Paragraph 22 of this Agreement. All subcontractors for these expenses shall submit their bills to the Attorney, who shall review the bills, certify that they are reasonable and were incurred in the course of representation for an assigned case, then forward them to the IDC for payment. Subcontractor bills shall be reimbursed "at cost". Jury lists and transcripts for appeals and Rule 32 cases shall be obtained in the manner prescribed by the Arizona Rules of Criminal Procedure. Payments for authorized expenses incurred by a subcontractor will be made directly to the subcontractor, with notice to the Attorney that the expenses have been paid.
- C. Travel Expenses.** The County shall pay Attorney for mileage at the then current IRS rate only for out-of-County travel reasonably necessary in order to provide representation in an assigned case. The Attorney must obtain prior approval from IDC before incurring out-of-County travel expenses, subject to review as set forth in Paragraph 22 of this Agreement. Out-of-County travel does not include travel to Cochise County by an Attorney who resides in another county.

The County shall pay Attorney for mileage at the then current IRS rate for in-County travel reasonably necessary to provide representation in assigned **felony cases only**.

- D. Interpretation.** The Court Administrator is responsible for providing qualified interpreters for non-English speaking clients. The Attorney shall request their services for all in court proceedings, out-of-court interviews and transcriptions. In extraordinary circumstances, the County may pay for outside interpreters, contingent upon approval from the IDC prior to contracting for them.

3. Term of Agreement

The initial term of this Agreement shall be from the date of execution through June 30, 2014 with the option to extend on a year to year basis at the County's discretion for a maximum of four (4) additional one (1) year periods. The County shall mail out its proposal to extend the

contract for an additional year to Attorney no later than March 30. County must receive Attorney's acceptance to extend the contract no later than April 30.

4. Termination

Either party may terminate this Agreement at any time with or without cause; provided, however, that if the Attorney terminates the Agreement the Attorney will be responsible for the cost of reassigning the cases previously assigned to the Attorney, but if the County terminates the Agreement without cause the County will be responsible for such costs and must compensate the Attorney for time reasonably spent on assigned cases.

5. Attorney's Status

- A.** The Attorney is an independent contractor. The Attorney is not an officer, agent, servant, or employee of the County. The Attorney shall be solely responsible for the acts and omissions of his/her officers, agents, servants, and employees. The Attorney is responsible for providing all workers' compensation insurance required by law.
- B.** The professional duty of the Attorney is the representation of Clients assigned under this Agreement. Neither the County nor the IDC may exercise any control over the professional judgment of the Attorney with regard to assigned cases.

6. Amendment and Entirety of Contract

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

7. Records

- A.** The Attorney shall submit all reports and invoices specified in this Agreement.
- B.** The Attorney shall preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period as is required by any other paragraph of this Agreement including the following:
 - 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination;
 - 2. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by the County shall be retained by the Attorney until such appeals, litigations, claims or exceptions have been fully resolved.
 - 3. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 4. Records shall also be kept and made available in accordance with the Arizona Supreme Court Rules of Professional Conduct.

8. Approval by the County

Before this Agreement shall become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors does not approve this Agreement it shall be null and void and of no effect whatsoever.

9. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

10. No Assignment or Sub-Contracting

This Agreement is non-assignable and the contract services with the Attorney cannot be sub-contracted to a third party. Any attempt to assign or subcontract any of the rights, duties or obligations of this Agreement shall be void.

11. Cancellation of Agreement

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

12. Non-discrimination

The Attorney shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 75-5 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Attorney shall comply with Section 503 of 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. The Attorney shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Attorney shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

13. Indemnification

The Attorney shall at all times indemnify, defend and hold harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, laws, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred

by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Attorney, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Attorney and/or its subcontractors or claims under similar such laws or obligations. The Attorney's obligations under this paragraph shall not extend to any liability caused by the sole negligence of the County or its employees.

14. Notice to Attorney Regarding Tax Duties and Liabilities

The Attorney is responsible for paying, according to law, Attorney's income and self-employment taxes. The County will not withhold any such taxes.

15. No Authority to Bind County

The Attorney has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

16. Declaration by Attorney

The Attorney declares that he/she has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

17. Notice

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail-return receipt requested to the party's place of business.

18. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona.

19. Severability

If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

20. Insurance

- A. Attorney agrees as a material condition of this Agreement that each shall provide and maintain professional liability insurance in the minimum amount of \$100,000.00 per claim, \$300,000.00 in the aggregate.
- B. The Attorney shall provide the IDC with a copy of current certificates of insurance.

- C. Failure on the part of the Attorney to procure and maintain current liability insurance and provide proof thereof to the County shall constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

21. Licensing and Education

- A. The Attorneys, and each of them, warrants that each is licensed to practice law in the State of Arizona, in good standing with the Arizona State Bar and is competent to handle all matters contemplated by this Agreement in a prompt and professional manner on behalf of their clients.
- B. Suspension or disbarment of Attorneys from the practice of law during the term of this Agreement shall constitute a material breach of contract, entitling County to terminate this Agreement immediately with or without notice.

22. Review of Determinations by IDC

Any determination made by IDC pursuant to this Agreement, if disputed by Attorney, will be subject to review by the Presiding Judge of Superior Court or a person designated by the Presiding Judge. The IDC, with approval by the Presiding Judge, will establish the procedure for review, including any forms for requesting review.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates indicated.

ATTORNEY

COCHISE COUNTY

Thomas C. Holz

By: _____
Ann English, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

David Seward, Director
Cochise County Procurement Department

Date: _____

**EXHIBIT A
COMPENSATION SCHEDULE***

FELONY

Felony (Death Penalty)	\$125/hour (lead counsel) \$90/hour (co-counsel)
Felony (Class 1)	\$75/hour
Felony (Class 2 - 6)	\$900/case for up to 25 hours of work; \$60/hour for over 25 hours of work
ERC Felony (Class 2 – 6)	\$200/case for up to 3 hours of work With prior IDC approval, \$60/hour for over 3 hours' work, not to exceed \$900

PROBATION VIOLATION

\$400 per case

MISDEMEANOR

\$200 per case

APPEAL

\$50/hour

RULE 32 POST CONVICTION RELIEF

\$50/hour

MENTAL HEALTH

\$300 per case

JUVENILE DELINQUENCY

\$350 per case

JUVENILE DEPENDENCY

**1st year: \$1200/case
2+ years: \$500/year
Severance: \$500/case**

PSYCHIATRIC REVIEW BOARD

\$50 per hour

*Unless pursuant to Paragraph 1.E of the Agreement attorney applies to IDC and IDC approves additional fees

Payment for cases approved for an hourly rate will be made monthly. Attorney shall submit monthly itemized billing in the manner prescribed by IDC no later than the 15th day of each following month.

Payment for felony, probation violation, misdemeanor, mental health and juvenile delinquency cases will be made upon completion of the case. Attorney shall submit a payment request to IDC no later than sixty (60) days after the case is completed.

Payment for juvenile dependency cases will be made at the time of assignment for the first year of the case. Payment for subsequent years of representation will be made on the anniversary of the initial assignment. Attorney shall submit a payment request to IDC no later than sixty (60) days from the date of assignment or anniversary date.

All payment requests shall be submitted in accordance with IDC procedures.

EXHIBIT B
MINIMUM QUALIFICATIONS

Attorney shall be an active member in good standing of the State Bar Association of Arizona. Attorney shall meet the following qualifications for each case type assigned:

Death Penalty Cases – lead counsel and co-counsel must meet the requirements of Rule 6.8, Arizona Rules of Criminal Procedure

Serious Offenses or Violent or Aggravated Felonies as Listed in A.R.S. § 13-706 – experienced and active in criminal law with not less than five years criminal litigation experience; at least 5 jury trials of serious complex cases tried to completion

Felony Cases – experienced and active in criminal law with not less than 3 years criminal litigation experience; and lead or co-counsel in at least 3 jury trials to verdict of any class of felony

Appeals and Rule 32 Cases – experienced in criminal law with not less than 3 years criminal litigation or criminal appellate/post-conviction experience

Misdemeanor Cases – experienced and active in criminal law with not less than 1 year criminal experience

Title 36 Mental Health Cases – at least 3 years courtroom experience, to include a combination of some experience with guardianships and conservatorships, and ability to identify programs and resources to meet client's needs, or general civil litigation

Delinquency Cases – not less than 3 years experience in criminal law and/or juvenile law, familiar with dispositional alternatives, services available through the Court, CPS and community agencies

Dependency and Severance Cases – some experience with child welfare system, family law, mental health and/or guardianships, familiar with services available in the areas of mental health, substance abuse, domestic violence, education, job/vocation training; attorneys representing children must meet the requirements set out in Rule 40.1, Juvenile Court Rules of Procedure

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Acquisition of Control Liquor License Dillon's

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: Arlethe Rios

TITLE of PRESENTER: Clerk of the Board

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Acquisition of Control liquor license application for a series #6 (bar) liquor license submitted by Mr. Gary J. Cowell for Dillon's located at 6415 E. Hwy 90, Sierra Vista, 85635.

Background:

Mr. Gary J. Cowell has applied for a series #6 (bar) for Dillon's located at 6415 E. Hwy 90, Sierra Vista, 85635. Planning and Zoning Department has recommended approval of the application and the Sheriff's Office responded with a "no recommendation". There have been no formal protests to this liquor license.

The Environmental Health Division said that they have no objections to issuing a liquor license. The Treasurer's Office noted that all property taxes for the location are current.

Mr. Cowell has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Attachments

Application

Completed Review Forms

Notice of Posting

Affidavit of Posting

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

13 AUG 14 Liq. Dept AM1111

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

Agent Change
Complete Sections 1,2,3,4,6
(See Note 1 on back)

Acquisition of Control
Complete Sections 1,2, (3,4 if changing Agent), 6

Restructure
Complete Sections 1,2,(3,4 if changing Agent), 5,6
(See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Cowell	GARY	J'DON	06 @ 2004
Last	First	Middle	Liquor License #
- Corporation L.L.C. N/A: Rivka LLC Corp. File #: L-0969361-5
(Exactly as it appears on Articles of Inc. or Articles of Org.)
- Business Name: Dillon's
(Exactly as it appears on license)
- Business Address: 6415 E Hwy 90 Sierra Vista Cochise AZ 85635
(Do not use P.O. Box Number) City COUNTY Zip
- Is the business located within the incorporated limits of the above city or town? Yes No
- Mailing Address: 300 Duchess Dr Sierra Vista Az 85635
City State Zip
- Business Phone: (520) 458-8209 Residence Phone: (520) 508-1414
- Does this transaction involve the sale of any portion of the corporate stock? YES NO N/A If yes, submit a certified copy of minutes.
- Has there been any change of officers? YES NO N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
Cowell	GARY	J'Don	Member		
Townsend	Amanda	Britt	Member		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip
Cowell	GARY	J'DON	85		
Townsend	Amanda	Britt	15		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

1/7/2013

Date Received	11/22/13
CSR	<i>[Signature]</i>

13 OCT 30 19:14:11
13 SEP 15 14:14:11

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? [] YES [] NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: _____

2. Current Licensee or Agent: _____ (Exactly as it appears on license) Last First Middle

I, _____, hereby consent to the agent appointment named herein and agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

State of _____ County of _____

X _____ (Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____ Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [] YES [] NO If yes, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] TRUST
[] OTHER Explain _____

Type of new ownership:

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] TRUST
[] OTHER Explain _____

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, GARY J'Don Cowell, hereby declare that I am the APPLICANT filing this application. (Print full name)

have read the application and the contents and all statements are true, correct and complete.

X Gary S Cowell (Signature of INDIVIDUAL OR AGENT)

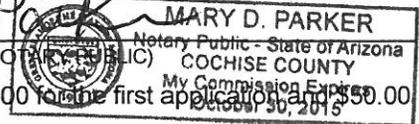
State of ARIZONA County of COCHISE

The foregoing instrument was acknowledged before me this

13th day of AUGUST, 2013

My commission expires on: 1030-2015

(Signature of NOTARY PUBLIC) MARY D. PARKER



NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

13 AUG 14 11:47. Dept AM11:11

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

06020045

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Cowell Last GARY First J'Don Middle Date of Birth: ~~XXXXXXXXXX~~ (NOT a Public Record)

3. Social Security Number: ~~XXXXXXXXXX~~ (NOT a public record) Drivers License #: ~~XXXXXXXXXX~~ (NOT a public record) State: AZ

4. Place of Birth: Richwood City W.VA State Nicholas Country (not county) Height: 6 Weight: 175 Eyes Blue Hair: Brown

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: Cowell Last Becky J First Lumkin Middle XXXXXX Maiden Date of Birth: ~~XXXXXXXXXX~~ (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1-19-99

8. Telephone number to contact you during business hours for any questions regarding this document: ~~XXXXXXXXXX~~

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Dillon's Premises Phone: 520-458-8209

11. Physical Location of Licensed Premises Address: 6415 E Hwy 90 Street Address (Do not use PO Box #) Sierra Vista City Cochise County AZ 85635 Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1-99	CURRENT	Night Club	Self 300 DuChess Dr, Sierra Vista, AZ 85635
1-99		Night Club	Dillon's Night Club / 6415 E Hwy 90 Sierra Vista AZ 85635

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
7-2000	CURRENT	Own	XXXXXXXXXX	Sierra Vista	AZ	85635

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 10, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, GARY J'Don Cowell, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Gary J Cowell
(Signature of Applicant)

State of ARIZONA County of COCHISE

The foregoing instrument was acknowledged before me this
13th day of AUGUST, 2013
Month Year

Mary D. Parker
(Signature of Notary Public)
MARY D. PARKER
Notary Public - State of Arizona
COCHISE COUNTY
My Commission Expires
October 30, 2015

My commission expires on: 10-30-2015
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____
Month Year

X _____
Signature of Controlling Person or Agent (circle one)

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

Questions 17+19

Gib Enterprises LLC.
D.B.A. Stadium Club

13 OCT 30 Lique. Dept PM 1 20

1-14-2001 Serving To A Minor
Paid Fine

2-23-2001 Over Serving
Paid Fine

10-7-2006 Over Serving
Paid Fine

3-2-2007 Failure to check ID
AND Serving Minor
Paid Fine

Gay Cowell

13 OCT 13 10:00 PM 1 20



'13 AUG 14 Upr. Dept AM1112

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS Professional License and Commercial License Department of Liquor Licenses and Control

'13 OCT 30 Upr. Dept PM 1 20

Liquor License #: 06020045

Ownership Name: RINKA LLC (as listed on the current liquor license application or renewal application)

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

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

'13 SEP 16 Upr. Dept PM 3 01

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) GARY J Cowell DATE 8-6-2013
TYPE OF APPLICATION (check one) Gary J Don Cowell INITIAL APPLICATION X RENEWAL
TYPE OF LICENSE Liquor License # 6

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

A. Are you a citizen or national of the United States? (check one) X Yes ___ No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Richwood State (or equivalent) WVA Country or Territory United States of America

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

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

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

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

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

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

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

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

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

Otherwise Lawfully Present (A.R.S. § 1-501)

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

13 OCT 30 11:47 AM Dept PM 1 20
13 AUG 14 11:47 AM Dept PM 1 12

13 SEP 16 11:47 AM Dept PM 3 01

'13 AUG 14 11:12 Dept AM11:12

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

Mary J. Conwell
APPLICANT'S SIGNATURE

8-6-2013
TODAY'S DATE

'13 OCT 30 11:20 Dept PM 1:20

'13 SEP 15 11:11 Dept PM 3:01

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Amanda Britt Townsend, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)

filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Amanda B. Townsend
(Signature of Applicant)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year
Month

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

x _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

13 OCT 30 Lfr. Dept #1 20

State of California }
County of Orange }
On August 17, 2013 before me, Kristin Nelson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Amanda B. Townsend
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Kristin Nelson
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: liquor license questionnaire Document Date: 8/17/13
Number of Pages: _____ Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

13 SEP 16 Lfr. Dept #M 3 01

'13 AUG 14 Upr. Dept #M11:11

'13 OCT 30 Upr. Dept PM 1 20

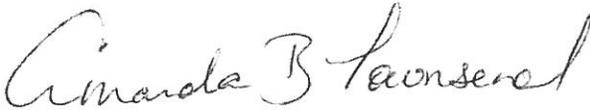
To whom it may concern:

August 8, 2013

This letter is in reference to question 19 on the questionnaire for my application of becoming an "agent" of Rivka, LLC.

I have been a manager at The Stadium Club located at 3649 West 8th Street Thatcher, AZ 85552;

License# 06050015 since April, 2007.



Amanda B Townsend

'13 SEP 16 Upr. Dept PM 3 01

L0959361-5

EXPEDITED

06020045

2020 AUG 11 P 2:23
B. Miller
8/11/2020

ARTICLES OF ORGANIZATION
OF
RIVKA, L.L.C.

2001 FEB 22 A II: 16
L.I.O. DEPT. TUCSON

ARTICLE 1. The name of this limited liability company is RIVKA, L.L.C (the "Company").

ARTICLE 2. The address of the Company's registered office is 6415 Highway 90, Sierra Vista, Arizona 85635, located in the County of Cochise.

ARTICLE 3. The name and business address of the Company's agent for service of process is:

Gary J. Cowell
300 Duchess Drive
Sierra Vista, Arizona 85635

ARTICLE 4. There is, or will be, one or more members at the time the Company is formed.

ARTICLE 5. The duration of the Company is perpetual.

ARTICLE 6. Management of the Company is reserved to the members.

ARTICLE 7. The names and addresses of each member at the time of formation of the Company are:

Gary J. Cowell
300 Duchess Drive
Sierra Vista, Arizona 85635

Becky J. Cowell
300 Duchess Drive
Sierra Vista, Arizona 85635

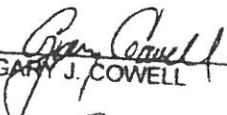
19 OCT 30 11:49 AM 19

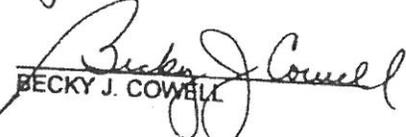
19 SEP 16 11:49 AM 19



0602045

IN WITNESS WHEREOF, the undersigned have executed these Articles of Organization as of the 31 day of August, 2000.


GARY J. COWELL


BECKY J. COWELL

13 OCT 30 4:49 PM 1 19

I, GARY J. COWELL, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.


GARY J. COWELL

13 SEP 16 4:49 PM 3 01

6. **MANAGERS CHANGE (CHANGE IN MANAGEMENT)** - List new block per person - FOR MANAGERS CURRENTLY SHOWN IN A.C.C. RECORDS - list the name of each manager being changed, and below that provide any new information for that manager (last name and/or address), then check all boxes that apply to indicate the change being made for that manager. FOR NEW MANAGERS - In respective blocks, list the name in the NEW Name Block and give the address, and check the appropriate box. If extra space is needed, complete and attach the **Appendix Attachment for Managers Form L041**.

BLOCK CURRENTLY SHOWN IN A.C.C. RECORDS			BLOCK CURRENTLY SHOWN IN A.C.C. RECORDS		
NEW NAME			NEW NAME		
ADDRESS 1			ADDRESS 1		
ADDRESS 2 (optional)			ADDRESS 2 (optional)		
City	State	Zip	City	State	Zip
<input type="checkbox"/> Address change <input type="checkbox"/> Name change			<input type="checkbox"/> Address change <input type="checkbox"/> Name change		
<input type="checkbox"/> Add as manager <input type="checkbox"/> REMOVE MANAGER			<input type="checkbox"/> Add as manager <input type="checkbox"/> Remove manager		

8. **MANAGEMENT STRUCTURE CHANGE** - see **Instructions L015** - check only one box below and follow instructions:
 CHANGING TO MEMBER-MANAGED LLC - complete and attach the **Manager Structure Attachment form L040**. The filing will be rejected if it is submitted without the attachment.
 CHANGING TO MEMBER-MANAGED LLC - complete and attach the **Member Structure Attachment form L041**. The filing will be rejected if it is submitted without the attachment.

7. **STATUTORY AGENT CHANGE - NEW AGENT APPOINTED** - see **Instructions L019**

7.1 REQUIRED - give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent:			7.2 OPTIONAL - mailing address in Arizona of NEW Statutory Agent (can be a P.O. Box):		
Statutory Agent Name (required)			Address (optional)		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State	Zip	City	State	Zip
7.3 REQUIRED - the Statutory Agent Acceptance Form N002 must be submitted along with these Articles of Amendment.					

9. **STATUTORY AGENT ADDRESS CHANGE - ADDRESS OF CURRENT STATUTORY AGENT** - complete 8.1 and/or 8.2:

8.1 NEW physical or street address (not a P.O. Box) in Arizona of the existing statutory agent:			8.2 NEW mailing address in Arizona of the existing statutory agent (can be a P.O. Box):		
Address (optional)			Address (optional)		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State	Zip	City	State	Zip

L040L01
Rev.02/01

Arizona Corporation Commission - Corporate Division
Page 2 of 3

13 OCT 30 11:47 AM '19

13 SEP 16 11:47 AM '03

13 OCT 30 11:49 AM Dept PM 1 19

13 SEP 16 11:49 AM Dept PM 3 02

9. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS CHANGE:

9.1. Is the NEW Arizona known place of business address the same as the street address of the statutory agent?

- Yes - go to number 10 and continue
- No - go to number 9.2 and continue

9.2. If you answered "no" to number 9.1, give the NEW physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

Address (optional)		
Address 1		
Address 2 (optional)		
City	State or Province	Zip
County		

10. DURATION CHANGE - check one to indicate the NEW duration or life period of the LLC:

- Perpetual
- The LLC's life period will end on this date: _____ (enter a date - mm/dd/yy)
- The LLC's life period will end upon the occurrence of this event:

_____ (describe an event)

11. ENTITY TYPE CHANGE - if changing entity type, check one and follow instructions:

- Changing to a PROFESSIONAL LLC - number 12 must also be completed.
- Changing to a NON-PROFESSIONAL LLC (professional LLC becoming a regular LLC).

12. PROFESSIONAL SERVICES CHANGE - describe the NEW type of professional services the professional LLC will render:

13. OTHER AMENDMENT - if an amendment was made that was not addressed by the check boxes on this form, then you must attach to these Articles of Amendment a complete copy of the LLC's written amendment.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

Gary Corwell

I ACCEPT

Gary Corwell
Member

11-28-2012
Date

REQUIRED - check only one and fill in the corresponding blank if signing for an entity:

<input type="checkbox"/> This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity manager named: _____	<input checked="" type="checkbox"/> This is a member-managed LLC and I am signing individually as a member or I am signing for an entity member named: <u>Gary Corwell</u>
--	--

Filing Fee: \$25.00 (regular processing) Expedited processing - add \$35.00 to filing fee. All fees are non-refundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
--	---

Print in INK on ONE side. Please use the attachment provisions required by ARS 29-2401. We also will provide legal counsel for those matters that may pertain to the beneficial needs of your business. All documents filed with the Arizona Corporation Commission are public records and are open for public inspection. If you have any questions after reading the Instructions, please call 602-542-5020 or (within Arizona only) 800-245-5020.

*13 AUG 14 Lq. Dept AM11:11

RIVKA, LLC

Special meeting

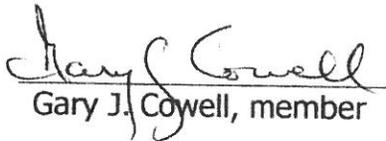
December 28, 2012

A special meeting of the members of RIVKA, LLC was held on December 28, 2013 at 300 Duchess Drive, Sierra Vista, Arizona 85635.

Member(s) Present: Gary J. Cowell

At 9:05 AM Gary J. Cowell being the only surviving member of RIVKA, LLC made the decision to sell fifteen percent of RIVKA, LLC to Amanda B Townsend for the amount of \$1.00

There being no further business to address the meeting concluded at 9:10 AM


Gary J. Cowell, member

*13 OCT 30 Lq. Dept PM 1:19

*13 SEP 16 Lq. Dept PM 9:02

Board of Supervisors

Ann English
Chairman
District 1

Richard R. Searle
Vice-Chairman
District 3

Pat Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlathe G. Rios
Clerk

November 26, 2013

Gary J. Cowell
300 Duchess Drive
Sierra Vista, AZ 85635

Subject: Liquor License Application #06020045

Dear Mr. Cowell:

Effective June 17, 2003, the Board of Supervisors passed a resolution requiring a processing fee for liquor license applications. The fee is \$100.00, and should be paid by check or money order made payable to Cochise County. This fee is separate from the fee paid to the state. Please mail the funds to Cochise County Board of Supervisors, 1415 Melody Lane, Bldg. G, Bisbee, AZ 85603. Include your liquor license number and name of business on all correspondence.

One of our Planning and Zoning Inspectors will be by your property on Wednesday, November 27, 2013 between 8:00 A.M. and 5:00 P.M. to post the proposed liquor license application. Please **DO NOT REMOVE THE MATERIAL POSTED.** If the posting material is removed prior to twenty days, there will be an additional fee of \$50.00 and the process will be restarted, therefore delaying approval of the liquor license. Only the inspector is authorized to remove the posting, which will occur Tuesday, December 17, 2013.

The Board of Supervisors will consider the approval of your liquor license on Tuesday, January 7, 2014 at 10:00 A.M. The fee must be received prior to the hearing to complete the process. Meetings are held at the Board of Supervisors' Hearing Room at the address mentioned above.

You may bring any supporting documentation in favor of your license to the hearing. If you have any questions, please contact this office. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Cathy Davis".

Cathy Davis
Administrative Assistant

cc: Planning & Zoning

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Gary J. Cowell Address: 6415 E Hwy 90
Business Name: Dillon's City/Zip: Sierra Vista, 85635
Liquor License #: 06020045 Parcel #: 107-23-029A
Ownership Type: LLC Liquor License Special Event Liquor License
Partner(s): Rivka LLC

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: Checks on both Mr Cowell and Ms Townsend reveal no felony convictions within the past 5 years.

I have run a check on incidents at the business within the last five years. The Sheriff's Office has responded to 66 incidents at that location within the past five years. These range from suspicious activity to disorderly conducts to assaults and incidents in between.

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

Approval

Disapproval

No Recommendation

Name: Mark P. Genz Title: Commander
Signature: *Mark P. Genz* Date: 121613
Contact phone: 520 432-9506 Email: mgenz@cochise.az.gov

Davis, Catherine

From: Wilson, Kathleen
Sent: Monday, December 02, 2013 8:03 AM
To: Davis, Catherine
Subject: Treasurer Review Form (2)

APPLICANT INFORMATION

Applicant Name: Gary J. Cowell Address: 6415 E Hwy 90
Business Name: Dillon's City/Zip: Sierra Vista, 85635
Liquor License #: 06020045 Parcel #: 107-23-029A
Ownership Type: LLC Liquor License Special Event Liquor License
Partner(s): Rivka LLC

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

xxx Yes No

If not, please attach pertinent documentation.

Comments:

Name: Kathleen Wilson Title: Tax specialist 1
Signature: Kathleen wilson Date: 12/2/2013
Contact phone: _____ Email: _____

Return completed form with any attachments by: 12/3/13

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

Restaurant/Hotel-Motel

Club/Government

Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Gary J. Cowell Address: 6415 E Hwy 90
Business Name: Dillon's City/Zip: Sierra Vista, 85635
Liquor License #: 06020045 Parcel #: 107-23-029A
Ownership Type: LLC Liquor License Special Event Liquor License
Partner(s): Rivka LLC

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y N Zoning: GB – General Business
Use permitted by P&Z? Y N Permit#: n/a
Date Permit Issued: n/a Use Permitted: Bar/Tavern
If use not permitted, is it LNC? Y N Year LNC Established: 1974

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

Name: Dora V Flores Title: Permit and Customer Service Coordinator
Signature: Dora V Flores Date: November 27, 2013
Contact phone: 520-432-9240 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 12/3/13

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Gary J. Cowell Address: 6415 E Hwy 90
Business Name: Dillon's City/Zip: Sierra Vista/85635
Liquor License #: 06020045 Parcel #: 107-23-029A
Ownership Type: LLC Liquor License Special Event Liquor License
Partner(s): Rivka LLC

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

This establishment is already licensed with our department. Our records indicate it is owned by Rivka LLC which is what is listed on the liquor application.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

Name: Jonathan DeBee Title: Environmental Health Specialist II
Signature:  Date: 11-26-13
Contact phone: 520-803-3930 Email: jdebee@cochise.az.gov

Return completed form with any attachments by: 12/3/13

Davis, Catherine

From: Debee, Jonathan
Sent: Tuesday, November 26, 2013 4:29 PM
To: Davis, Catherine
Cc: Nikitas, Danny
Subject: Dillon's liquor app.
Attachments: Health Review Form reply for Dillon's.docx

This establishment is currently licensed with our department under the name given in their application. See attached memo. Thank you.

Jonathan "Dan" DeBee R.S.
EHS II/Vector Control Specialist
4115 E. Foothills Dr.
Sierra Vista AZ 85635
520-803-3930

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: November 27, 2013

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Ln, Bisbee, Arizona DATE/TIME JANUARY 7, 2014

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE

RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT

THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

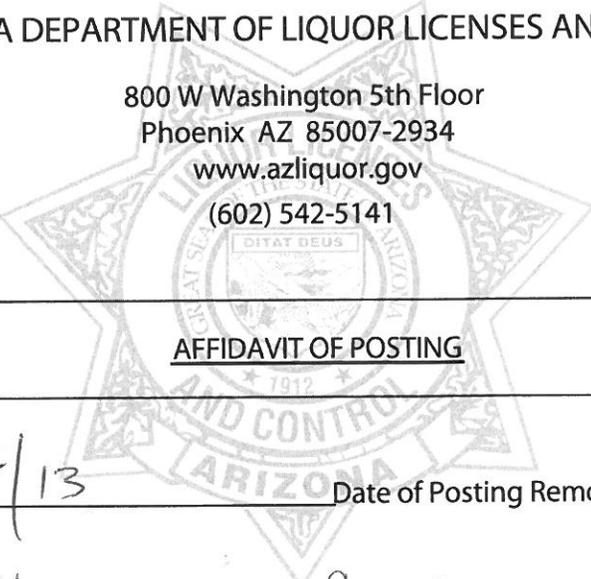
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY:

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM RE: THIS NOTICE

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141



AFFIDAVIT OF POSTING

Date of Posting: 11/27/13 Date of Posting Removal: 12/17/13

Applicant Name: Cowell Gary J'Don
Last First Middle

Business Address: 6415 E. Hwy 90 Sierra Vista AZ
Street City Zip

License #: 06020045

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

BRETT L SIPE BUILDING INSPECTOR (520) 432-9240
Print Name of City/County Official Title Telephone #

[Signature] 12-18-13
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

R-14-01 Proposed Change to Zoning Regulations for Onsite Ag Processing

Submitted By: Rick Corley, Community
Development

Department: Community Development

Division: Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1
Submitted for Signature:

NAME of PRESENTER: Rick Corley

TITLE of PRESENTER: Zoning
Administrator

Mandated Function?: Not Mandated

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

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Zoning Ordinance 14-01 to approve the proposed amendments to the Cochise County Zoning Regulations pertaining to On-Site Agricultural Processing to simplify and clarify the requirements while not altering the intent.

Background:

SUBJECT: Docket R-14-01 -- Amendments to the Zoning Regulations (Ag Processing)

DATE: December 2, 2013 for the January 7, 2014 Meeting

I. Executive Summary

The existing Regulations pertaining to Agricultural Processing Services and On-site Agricultural Processing Services are difficult to understand and seemingly contradictory. The changes proposed below will simplify the regulations, making them easier for staff and the public to understand, while not altering their intent.

II. Background

Under the current Regulations, Agricultural Processing Services are defined as "Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity. Agricultural processing services do not include slaughterhouses/meat packing plants, commercial feedlots, bone yards, or facilities for the reduction of animal matter."

On-site Agricultural Processing Services are defined as "An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site."

In Article 6 Rural Zoning District, 603.17 On-site Agricultural Processing is listed as a principal permitted use with a 200-foot minimum setback, and as 607.55, a Special Use Authorization with less than a 200-foot minimum. In the Light Industrial District, 1302.41 and Heavy Industrial District, 1402.29, On-site Agricultural Processing is a Principal Permitted Use.

However, Section 1704.01.a states "Exception. Notwithstanding anything else in these Zoning Regulations to the contrary, no use or building permit shall be required for any use that meets the definition of On-site Agricultural Processing Service." This exception renders moot any reference to On-Site in Articles 6, 13, and 14. However, as the references to the use as a Permitted or Special Use remain, it can be difficult for both the public and staff to understand the intent of the regulations. The flow chart below illustrates the potential scenarios regarding Agricultural Processing.

III. Proposed Amendments

Staff recommends removing any reference to On-Site Agricultural Processing from Articles 6, 13, and 14. Staff also recommends removing the standalone exemption in Article 17, and incorporating the exemption into the definition of On-Site Agricultural Processing Services in Article 2 as shown below. This will eliminate the need to reference three separate Articles to verify permitting requirements, thus simplifying the regulations, without altering the result.

Agricultural Processing Services, On-site – An agricultural processing service located in Growth Category D where at least 70% of the crop input for the facility is grown on site. No use or building permit is required.

IV. RECOMMENDATION

The Cochise County Zoning Regulations were last revised and adopted on October 22, 2013. The Cochise County Comprehensive Plan requires periodic review and updates to the Zoning Regulations to “reduce complexity, contradictions, and unnecessary regulations.” Staff is requesting that the Board consider approving the changes as presented.

Department's Next Steps (if approved):

If the Board of Supervisors adopts Zoning Ordinance 14- Staff will update the Regulations.

Impact of NOT Approving/Alternatives:

The Cochise County Zoning Regulations would not be updated.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed and recorded copy of the Zoning Ordinance to the Planning Department.

Attachments

Power Point

staff memo

Proposed language for Regulations



Amendments to the Zoning Regulations for On-site Ag Processing

Docket R-14-01

Board of Supervisors
January 7, 2014



Current Regulations

- The existing Regulations pertaining to Agricultural Processing are difficult to understand and seemingly contradictory.
- The changes proposed will simplify the regulations, making them easier for staff and the public to understand, while not altering their intent.



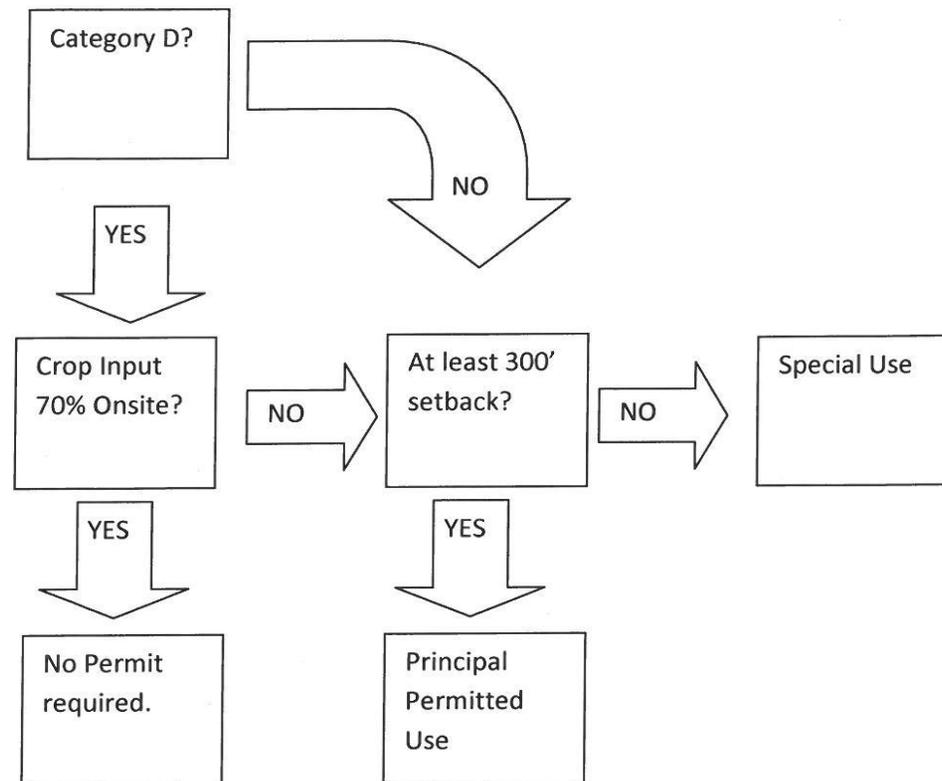
Current Regulations

- Current Definition for On-Site Agricultural Processing Services: “An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site.”
- In Article 6, Article 13 and 14, On-site Ag Processing is a permitted use and a special use, however, in Article 17 an exception was added to relieve permitting requirements completely.



Flow Chart

On-Site Agricultural Processing in Rural, Light Industrial, and Heavy Industrial only





Proposed Amendments

- Remove reference to On-Site Agricultural Processing from Articles 6, 13, and 14.
- Remove exemption in Article 17
- Add exemption language to definition of On-Site Agricultural Processing Services. in Article 2 as shown below.



Proposed Definition

- Agricultural Processing Services, On-site – An agricultural processing service located in Growth Category D where at least 70% of the crop input for the facility is grown on site. No use or building permit is required.



Staff Recommendation

Staff recommends approval of these changes to amend the Cochise County Zoning Regulations.



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
THROUGH: Michael Ortega, County Administrator
FROM: Rick Corley, Zoning Administrator
FOR: Beverly J. Wilson, Planning Director
SUBJECT: Docket R-14-01 — Amendments to the Zoning Regulations (Ag Processing)
DATE: December 24, 2013 for the January 7, 2014 Meeting

I. Executive Summary

The existing Regulations pertaining to Agricultural Processing Services and On-site Agricultural Processing Services are difficult to understand and seemingly contradictory. The changes proposed below will simplify the regulations, making them easier for staff and the public to understand, while not altering their intent.

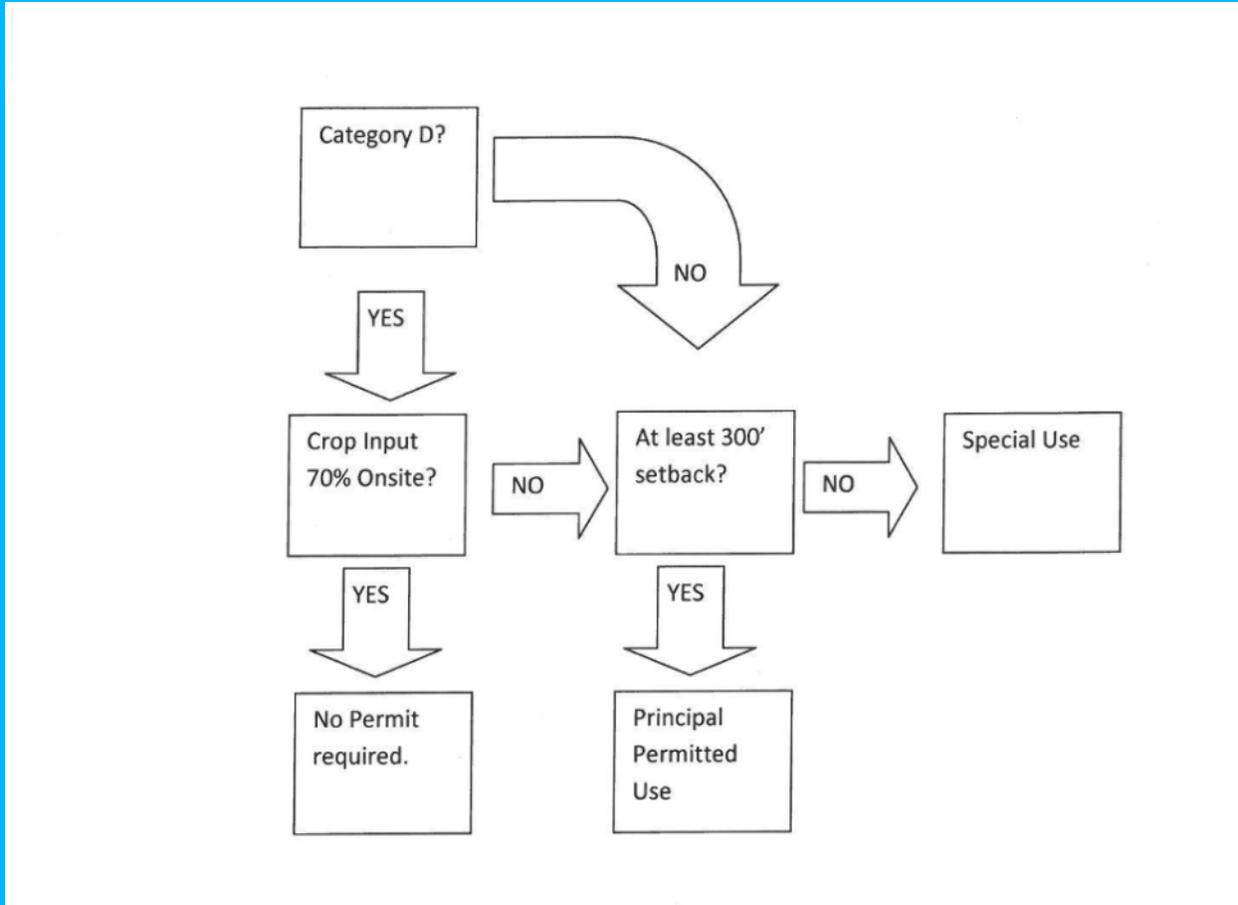
II. Background

Under the current Regulations, Agricultural Processing Services are defined as “Those services which alter the condition of and add value to a marketable, agricultural commodity through a processing activity. Agricultural processing services do not include slaughterhouses/meat packing plants, commercial feedlots, bone yards, or facilities for the reduction of animal matter.”

On-site Agricultural Processing Services are defined as “An agricultural processing service located in Growth Category D where at least 70% or more of the crop input for the facility is grown on site.”

In Article 6 Rural Zoning District, 603.17 On-site Agricultural Processing is listed as a principal permitted use with a 200-foot minimum setback, and as 607.55, a Special Use Authorization with less than a 200-foot minimum. In the Light Industrial District, 1302.41 and Heavy Industrial District, 1402.29, On-site Agricultural Processing is a Principal Permitted Use.

However, Section 1704.01.a states “Exception. Notwithstanding anything else in these Zoning Regulations to the contrary, no use or building permit shall be required for any use that meets the definition of On-site Agricultural Processing Service.” This exception renders moot any reference to On-Site in Articles 6, 13, and 14. However, as the references to the use as a Permitted or Special Use remain, it can be difficult for both the public and staff to understand the intent of the regulations. The flow chart below illustrates the potential scenarios regarding Agricultural Processing.



III. Proposed Amendments

Staff recommends removing any reference to On-Site Agricultural Processing from Articles 6, 13, and 14. Staff also recommends removing the standalone exemption in Article 17, and incorporating the exemption into the definition of On-Site Agricultural Processing Services in Article 2 as shown below. This will eliminate the need to reference three separate Articles to verify permitting requirements, thus simplifying the regulations, without altering the result.

Agricultural Processing Services, On-site – *An agricultural processing service located in Growth Category D where at least 70% of the crop input for the facility is grown on site. No use or building permit is required.*

IV. RECOMMENDATION

The Cochise County Zoning Regulations were last revised and adopted on October 22, 2013. The Cochise County Comprehensive Plan requires periodic review and updates to the Zoning Regulations to “reduce complexity, contradictions, and unnecessary regulations.” Staff is requesting that the Board consider approving the changes as presented.

Proposed Updates to the Cochise County Zoning Regulations
(Proposed additional language underlined)

Article 2 (Definitions):

Agricultural Processing Services, On-Site – An agricultural processing service located in Growth Category D where at least 70% of the crop input for facility is grown on site. **ADD: No use or building permit is required.**

Article 6 (RU, Rural Zoning District):

Delete from Permitted Principal Uses

603.17 On-site agricultural processing with 200-foot minimum setback exempted per Article 17.

Delete from Special Use Authorization

607.55 On-Site agricultural processing with less than a 200-foot minimum setback exempted per Article 17.

Article 13 (LI, Light Industry Zoning District):

Delete from Permitted Principal Uses

1302.41 On-site Agricultural processing exempted per Article 17.

Article 14 (HI, Heavy Industry Zoning District):

Delete from Permitted Principal Uses

1402.29 On-site agricultural processing exempted per Article 17.

Article 17 (Administration)

Delete from Building/Use Permit Required

1704.01.A Exception. Notwithstanding anything else in these Zoning Regulations to the contrary, no use or building permit shall be required for any use that meets the definition of On-site Agricultural Processing Service.

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Amend the Cochise County Building Safety Code

Submitted By: Beverly Wilson, Community
Development

Department: Community Development

Division: Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: Beverly Wilson

TITLE of PRESENTER: Planning
Director

Mandated Function?: Not Mandated

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

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 14-01 to approve Docket R-14-03, amending the Cochise County Building Safety Code for calculation requirements for Residential Fire Sprinklers and to amend the size of One-story detached accessory structures with no utilities (sheds).

Background:

FROM: Beverly Wilson, Planning Director

SUBJECT: Docket R-14-03 (Amendments to Currently Adopted Building Code)

DATE: December 20, 2013, for the January 7, 2014, Board of Supervisors Meeting

I. NATURE OF REQUEST

At their initial meeting, held September 25, 2013, the Cochise County Building Code Advisory and Appeals Board voted to send forward their recommendations for approval of two amendments to the currently adopted Cochise County Building Code. The first recommendation for consideration is to specifically amend the adopted 2003 International Fire Code by changing the calculations of total square footage of a single family home by exempting garages and other non-living areas prior to requiring the installation of fire sprinkler systems. The second recommendation specifically will amend both the International Residential Code (IRC) and the International Building Code (IBC) to increase the size of a storage shed requiring a building and/or zoning permit from 120-square feet to 200-square feet.

II: BACKGROUND

Fire Sprinklers

While the obvious intent of requiring fire sprinklers in single family dwellings is to protect the inhabitants, they are not intended to produce a volume of water to extinguish the fire; however, sprinklers give residents the time needed to escape a home fire. The National Fire Protection Agency (NFPA) estimates that "US fire departments responded to an average of 366,600 home structure fires per year during the five-year period of 2007 – 2011. These fires caused an estimated average of 2,570 civilian deaths, 13,210 civilian injuries, and \$7.2 billion in direct property damage per year. Almost three quarters (71%) of the reported home structure fires and 84% of the home fire deaths occurred in one- or two-family homes, including manufactured homes." (<http://www.firesprinklerinitiative.org>). These statistics certainly indicate the need for some type of fire protection and the safety concerns involved.

The 2009 International Residential Code Commentary states the following: "Ongoing studies have shown

that most fires in residential buildings have a high probability of occurring in the living areas and at locations of fuel-fired equipment. The installation of sprinklers beyond those rooms and locations offers only a minimal increase in safety since fires rarely begin in those areas. Note that garages and carports are not required to have sprinklers even though, statistically, there is a moderate probability of fire occurrence in those areas. There are several reasons for this exception: (1) dwelling units are required to be fire protected from attached garages by the application of gypsum board to the garage wall (and ceiling, in most cases), and (2) unheated garages are difficult to protect with a sprinkler system that does not allow the use of antifreeze or preaction-type sprinklers.”

Staff realizes that increased square-foot cost to the construction of a residential dwelling unit is the result of meeting this code. Because many of the larger custom homes in Cochise County rely on wells for their water supply, they lack the required water pressure needed to properly operate fire sprinkler systems. To mitigate the lack of adequate water pressure when supplied by a water company, these rural homes must install costly water tanks with sufficient flow and pressure to meet the fire code. The issue of a lack of water flow and pressure to supply these sprinkler systems, as well as the increase in square-foot cost, was the basis of the recommendations from the Construction community for staff to address the need for all areas of a single family dwelling to be protected from a fire sprinkler system.

In a recent survey, it was found that both Sierra Vista and Benson have addressed this issue in different ways. Sierra Vista has adopted the 2012 codes with amendments (Attachment A) which excluded garages and porches in the calculation of the living space for sprinkler requirements, but still use the 3,600-square foot size limit.

Benson amended their Fire Code to exclude a single family residence (Attachment B).

Cochise County, in December of 2004, adopted the 2003 IFC, Section B105 of Appendix B, in which those dwelling units greater 3,600-square foot are required to have residential fire sprinkler systems installed. This requires garages, outside patios, and storage spaces to be sprinkled with a system. Staff has looked at the language in the 2009 IFC, which was amended to read as follows:

1. Attics, crawl spaces and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinklers. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.
2. Clothes closets, linen closets, and pantries not exceeding 24-square feet (with the smallest dimension not greater than 3-feet and having wall and ceiling surfaces of gypsum board).
3. Bathrooms not more than 55-square feet in area.
4. Garages; carports; exterior porches; unheated entry areas, such as mud rooms, that are adjacent to an exterior door; and similar areas.

It is the recommendation of staff, that a simple statement such as: “Fire flow calculation area for R-3 Residential uses shall include only the living area of the structure and shall exclude garages, storage uses other than closets, and exterior porches” be considered to meet minimum safety standards for single family homes. As stated above, the Building Code Advisory and Appeals Board agreed with Staff’s recommendation and voted to send this forward to the Board of Supervisors with a recommendation for approval.

Storage Sheds

This is a request to amend the IRC and the IBC, Sections 105.2.1, to increase the current maximum square-footage of sheds (defined as one-story detached accessory structures with no utilities) from 120-square feet to 200-square feet before requiring a building and/or zoning permit. Staff has received many applicant generated complaints from the public regarding various permit requirements for small storage sheds. These types of structures are sold by Home Depot, Lowes, and Sutherlands in Sierra Vista, and available from many similar retail outlets in Tucson. Many times, these smaller sheds are constructed off-site, and delivered to residential sites throughout the county. After discussion, the Building Code Advisory and Appeals Board agreed to forward a recommendation for approval to amending both sections of the adopted Cochise County Building Code to relieve the permitting requirements for the public. While a building permit and/or a zoning permit may not be required for these structures, it should be noted that the Floodplain Regulations recently adopted by Cochise County do require a permit for accessory structures found in a regulated flood plain (Attachment 1).

III: RECOMMENDATIONS

Fire Sprinklers: The Building Code Advisory and Appeals Board is sending a recommendation of

approval to the Board of Supervisors for amending the language of the 2003 IFC, Section B104.1 General, by adding: "Fire flow calculation area for R-3 Residential uses shall include only the living area of the structure and shall exclude garages, storage uses other than closets, and exterior porches." The Building Code Advisory and Appeals Board is also forwarding a recommendation for approval to the Board of Supervisors to amend the language of the 2003 IRC and the 2003 IBC, Sections 105.2.1 (which defines those structures exempt from the code) to read: "One-story detached accessory structures with no utilities provided the floor area does not exceed 200-Square-Feet".

Department's Next Steps (if approved):

Amend the language of the Cochise County Building Safety Code as shown.

Impact of NOT Approving/Alternatives:

Calculations of Fire Sprinkler requirements will remain the same for residential dwellings, and permits will be required for any shed over 120 square-feet.

To BOS Staff: Document Disposition/Follow-Up:

When Resolution 14- is recorded, please send copy to Beverly Wilson.

Attachments

Staff Memo

Presentation



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
THROUGH: Michael Ortega, County Administrator
FROM: Beverly Wilson, Planning Director
SUBJECT: Docket R-14-03 (Amendments to Currently Adopted Building Code)
DATE: December 20, 2013, for the January 7, 2014, Board of Supervisors Meeting

I. NATURE OF REQUEST

At their initial meeting, held September 25, 2013, the Cochise County Building Code Advisory and Appeals Board voted to send forward their recommendations for approval of two amendments to the currently adopted Cochise County Building Code. The first recommendation for consideration is to specifically amend the adopted 2003 International Fire Code by changing the calculations of total square footage of a single family home by exempting garages and other non-living areas prior to requiring the installation of fire sprinkler systems. The second recommendation specifically will amend both the International Residential Code (IRC) and the International Building Code (IBC) to increase the size of a storage shed requiring a building and/or zoning permit from 120-square feet to 200-square feet.

II: BACKGROUND

Fire Sprinklers

While the obvious intent of requiring fire sprinklers in single family dwellings is to protect the inhabitants, they are not intended to produce a volume of water to extinguish the fire; however, sprinklers give residents the time needed to escape a home fire. The National Fire Protection Agency (NFPA) estimates that "US fire departments responded to an average of 366,600 home structure fires per year during the five-year period of 2007 – 2011. These fires caused an estimated average of 2,570 civilian deaths, 13,210 civilian injuries, and \$7.2 billion in direct property damage per year. Almost three quarters (71%) of the reported home structure fires and 84% of the home fire deaths occurred in one- or two-family homes, including manufactured homes." (<http://www.firesprinklerinitiative.org>). These statistics certainly indicate the need for some type of fire protection and the safety concerns involved.

The 2009 International Residential Code Commentary states the following: "Ongoing studies have shown that most fires in residential buildings have a high probability of occurring in the living areas and at locations of fuel-fired equipment. The installation of sprinklers beyond those

rooms and locations offers only a minimal increase in safety since fires rarely begin in those areas. Note that garages and carports are not required to have sprinklers even though, statistically, there is a moderate probability of fire occurrence in those areas. There are several reasons for this exception: (1) dwelling units are required to be fire protected from attached garages by the application of gypsum board to the garage wall (and ceiling, in most cases), and (2) unheated garages are difficult to protect with a sprinkler system that does not allow the use of antifreeze or preaction-type sprinklers.”

Staff realizes that increased square-foot cost to the construction of a residential dwelling unit is the result of meeting this code. Because many of the larger custom homes in Cochise County rely on wells for their water supply, they lack the required water pressure needed to properly operate fire sprinkler systems. To mitigate the lack of adequate water pressure when supplied by a water company, these rural homes must install costly water tanks with sufficient flow and pressure to meet the fire code. The issue of a lack of water flow and pressure to supply these sprinkler systems, as well as the increase in square-foot cost, was the basis of the recommendations from the Construction community for staff to address the need for all areas of a single family dwelling to be protected from a fire sprinkler system.

In a recent survey, it was found that both Sierra Vista and Benson have addressed this issue in different ways. Sierra Vista has adopted the 2012 codes with amendments (Attachment A) which excluded garages and porches in the calculation of the living space for sprinkler requirements, but still use the 3,600-square foot size limit.

Benson amended their Fire Code to exclude a single family residence (Attachment B).

Cochise County, in December of 2004, adopted the 2003 IFC, Section B105 of Appendix B, in which those dwelling units greater 3,600-square foot are required to have residential fire sprinkler systems installed. This requires garages, outside patios, and storage spaces to be sprinkled with a system. Staff has looked at the language in the 2009 IFC, which was amended to read as follows:

1. Attics, crawl spaces and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinklers. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.
2. Clothes closets, linen closets, and pantries not exceeding 24-square feet (with the smallest dimension not greater than 3-feet and having wall and ceiling surfaces of gypsum board.
3. Bathrooms not more than 55-square feet in area.
4. Garages; carports; exterior porches; unheated entry areas, such as mud rooms, that are adjacent to an exterior door; and similar areas.

It is the recommendation of staff, that a simple statement such as: **“Fire flow calculation area for R-3 Residential uses shall include only the living area of the structure and shall exclude garages, storage uses other than closets, and exterior porches”** be considered to meet minimum safety standards for single family homes. As stated above, the Building Code Advisory and Appeals Board agreed with Staff’s recommendation and voted to send this forward to the Board of Supervisors with a recommendation for approval.

Storage Sheds

This is a request to amend the IRC and the IBC, Sections 105.2.1, to increase the current maximum square-footage of sheds (defined as one-story detached accessory structures with no utilities) from 120-square feet to 200-square feet before requiring a building and/or zoning permit. Staff has received many applicant generated complaints from the public regarding various permit requirements for small storage sheds. These types of structures are sold by Home Depot, Lowes, and Sutherlands in Sierra Vista, and available from many similar retail outlets in Tucson. Many times, these smaller sheds are constructed off-site, and delivered to residential sites throughout the county. After discussion, the Building Code Advisory and Appeals Board agreed to forward a recommendation for approval to amending both sections of the adopted Cochise County Building Code to relieve the permitting requirements for the public. While a building permit and/or a zoning permit may not be required for these structures, it should be noted that the Floodplain Regulations recently adopted by Cochise County do require a permit for accessory structures found in a regulated flood plain (Attachment 1).

III: RECOMMENDATIONS

Fire Sprinklers: The Building Code Advisory and Appeals Board is sending a recommendation of approval to the Board of Supervisors for amending the language of the 2003 IFC, Section B104.1 General, by adding: **“Fire flow calculation area for R-3 Residential uses shall include only the living area of the structure and shall exclude garages, storage uses other than closets, and exterior porches.”**

The Building Code Advisory and Appeals Board is also forwarding a recommendation for approval to the Board of Supervisors to amend the language of the 2003 IRC and the 2003 IBC, Sections 105.2.1 (which defines those structures exempt from the code) to read: **“One-story detached accessory structures with no utilities provided the floor area does not exceed 200-Square-Feet”**.



Building Code Advisory and Appeals Board Recommendations

Proposed Language to Amend the Building Code

Board of Supervisors
January 7, 2014



Background

- ◆ Building Code Advisory and Appeals Board Initial meeting was September 25, 2013
- ◆ Voted to recommend approval for two changes to the 2003 Adopted Building Code



Fire Sprinkler Systems

- ◆ Adopted 2003 International Fire Code
 - ◆ Calls for fire sprinkler systems for residential dwelling units of 3,600-square feet and larger
 - ◆ No exceptions for outdoor covered patios, garages, other storage areas
- ◆ Request arose from contractor community
 - ◆ Other jurisdictions have adopted newer codes which calculate coverage areas differently
 - ◆ Lack of adequate water supply further adds to cost



Fire Sprinkler Systems

- ◆ Recommended language for 2003 IFC, Appendix B104.1 General.
- ◆ “Fire-flow calculation area for R-3 Residential uses shall include only the living area of the structure and shall exclude garages, storage uses other than closets, and exterior porches.”
- ◆ Will replace current language: “The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.”



Shed Size Exemption

- ◆ *2003 IRC and IBC Section 105.2.1*
 - ◆ Currently adopted as 120-square feet for accessory structures (typically sheds)
 - ◆ This is a change to the requirements for a permit by raising the size limit to 200-square feet
 - ◆ Note: Floodplain regulations do not specify size of shed
- ◆ Staff is recommending that the language be amended to read "...200-square-feet."



Recommendation

- ◆ The Building Code Advisory and Appeals Board recommended approval of these changes.
 - Staff is also recommending approval

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 01/07/2014

Release of Assurances for Parcel 104-27-200, Rio Crote Subdivision

Submitted By: Keith Dennis, Community Development

Department: Community Development

Division: Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: Keith Dennis

TITLE of PRESENTER: Planner II

Docket Number (If applicable): S-07-02

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 14-02 authorizing the release of parcel 104-27-200 from the Assurance Agreement of the Rio Corte Subdivision.

Background:

Background

This memo regards a Parcel located within the Rio Corte Estates Subdivision (Docket S-07-02), a 22-lot subdivision on 66 acres zoned RU-4 and located approximately 1.2 miles south of Hereford Road. The Board of Supervisors approved the final plat on October 16, 2007. A new Assurance Agreement reflecting new ownership was approved by the Board of Supervisors in January 2011 and is scheduled to expire on January 25, 2014.

Assurance Agreements are a contract between the Board of Supervisors and the Developer, and are used to guarantee that all required subdivision improvements will be constructed by the developer prior to the sale of any lots. These improvements include but are not limited to roadways, flood control, electrical, water, and sewer improvements. The Planning Director and the County Engineer are delegated by the Subdivision Regulations to release lots when improvements are complete.

However, in particular, this request regards the release of assurances for Parcel 104-27-200. This parcel was created and recorded in 2009 by the Cochise County Assessor, to correctly reflect the ownership through recorded documents. The creation of the new Parcel from what would have been Lot 14 and portions of Lots 1, 22, 15 and 13 constituted a major amendment to the recorded subdivision plat and resulted in a subdivision plat that no longer correctly reflects the ownership of the parcels it subdivided. Furthermore, because a lien had been placed on this four-acre parcel PRIOR to the recordation of the subdivision plat, the lien-holder was able to foreclose on this parcel. After a foreclosure auction by the lien-holder, a new owner was able to record new ownership, after which Pioneer Title released the assurances on this parcel; it now sits squarely over infrastructure begun by the original owner, including the entry roadways and some of the underground utilities. This situation remains: the bulk of the subdivision plat is held by Pioneer Title, while this four-acre parcel is now held by Residential Recovery Capital Holdings #2. The new owner has requested that the BOS formally release the assurance agreement for this four-acre parcel. Staff concurs with this action and recognizes that at some point the

subdivision plat will need to be formally abandoned. A Resolution is attached for the Chair's signature should the Board approve this action.

Department's Next Steps (if approved):

Recorded Resolution authorizing the release of this parcel will be sent to the Owner.

Impact of NOT Approving/Alternatives:

If the Board does not approve the request, the parcel will remain encumbered by the Rio Corte assurance agreement.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the Resolution, and staff has recorded it, the original or a copy will be sent to the Community Development Staff.

Attachments

Release

Resolution

Presentation

Staff Memorandum

Owners Affidavit Requesting Release

RELEASE OF ASSURANCE AGREEMENT
PARCEL 104-27-200, WITHIN RIO CORTE SUBDIVISION

WHEREAS, COCHISE COUNTY has entered into an Agreement providing there shall be no transfer, lease or sale/conveyance of the property contained in Rio Corte Subdivision without first obtaining written approval of the Planning Director; and

WHEREAS, this Agreement is more particularly described as follows:

TRUST COMPANY:	Pioneer Title Agency, Inc.
TRUST NUMBER:	521012
AGREEMENT DATE:	January 25, 2011
FEE#:	2011-01982
SUBDIVISION NAME:	Rio Corte Subdivision (S-07-02) Parcel 104-27-200 BOOK: <u>15</u> PAGE: <u>86</u>

WHEREAS, the Agreement was made pursuant to A.R.S. 11-806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, Parcel 104-27-200, having been recorded prior to recordation of the Rio Corte Final Plat, and subsequently sold at auction; and

WHEREAS, said Parcel does not conform to the recorded Final Plat,

NOW THEREFORE, pursuant to the authority delegated to the Cochise County Planning Director; and the County Engineer, by the Board of Supervisors in Section 501.01H of the Cochise County Subdivision Regulations, the above-referenced Assurance Agreement is hereby released for Parcel 104-27-200, and any limitations imposed by this agreement on this specified Parcel are hereby extinguished.

RELEASED THIS **7th** DAY OF **January, 2014**, BY THE PLANNING DIRECTOR, PER SECTION 501.01H OF THE SUBDIVISION REGULATIONS.

APPROVED

RELEASED

Karen Riggs, County Engineer
Director, Highway and Floodplain
Division

Beverly Wilson, RLA, Director
Planning Division

RESOLUTION 14-

**AUTHORIZING THE RELEASE OF PARCEL 104-27-200 FROM ASSURANCE
AGREEMENT OF THE RIO CORTE SUBDIVISION**

WHEREAS, a Subdivision Plat was recorded on October 25, 2007, in the Office of the Cochise County Recorder in Book 15, Page 86 and 86A of the Maps and Plats Records of Cochise County, creating the Rio Corte Subdivision; and

WHEREAS, an Assurance Agreement between Cochise County and Pioneer Title Agency, Inc., an Arizona Company, as Trustee under Trust No. 517603 for Rio Corte Lender, LLC, an Arizona limited liability company as Beneficiary of Trust No. 517603, was originally made for the completion of certain improvements for Rio Corte Subdivision, on October 4, 2007 and recorded in the Office of the Cochise County Recorder by Fee No. 2011-01982; and

WHEREAS, a substitute Assurance Agreement between Cochise County and Pioneer Title Agency, Inc., an Arizona Company, as Trustee under Trust No. 512012 for Rio Corte Lender, LLC, an Arizona limited liability company as Beneficiary of Trust No. 512012, was made for the completion of certain improvements for Rio Corte Subdivision, on January 25, 2011 and recorded in the Office of the Cochise County Recorder by Fee No. 2011-10873, on May 16, 2011; and

WHEREAS, these Agreements were made pursuant to ARS 11-806.01 in order to provide for improvements to be made upon the real property subject to the Plat; and

WHEREAS, Parcel 104-27-200, was recorded on September 5, 2007, prior to the October 25, 2007, recordation of the Rio Corte Final Plat; and

WHEREAS, the parcel does not conform to the recorded Final Plat; and

WHEREAS, the subject property cannot be developed in accordance with said Final Plat in so much as Parcel 104-27-200 does not conform to said Plat; and

WHEREAS, the parcel, having been recorded prior to recordation of the Final Plat, cannot legally be bound by terms of the Final Plat or any Assurance Agreements pertaining thereto,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Cochise County Board of Supervisors hereby authorizes and directs release of Parcel 104-27-200 from any and all Assurance Agreements with respect to the Rio Corte Subdivision and authorizes and directs the execution and

recording of said Release as Exhibit A hereto.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona,
this _____ day of _____, 2014.

Ann English, Chairman
Cochise County Board of Supervisors

ATTEST:

ATTEST AS TO FORM:

Arlethe Rios,
Clerk of the Board

Adam Ambrose
Deputy County Attorney



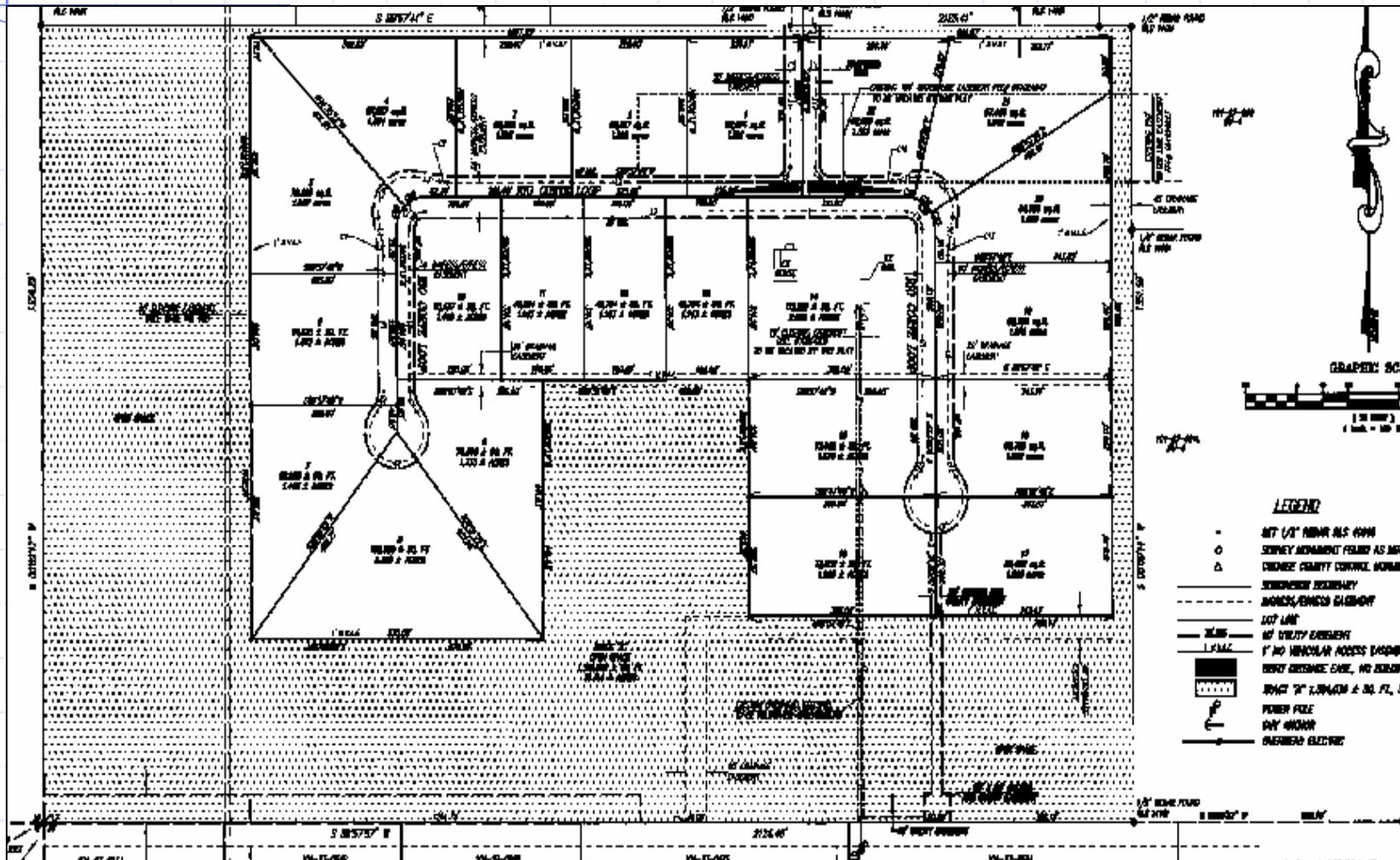
Rio Corte Subdivision Docket S-07-02

A Request to Release Assurance
Agreement for a Single Parcel

Board of Supervisors
January 7, 2014

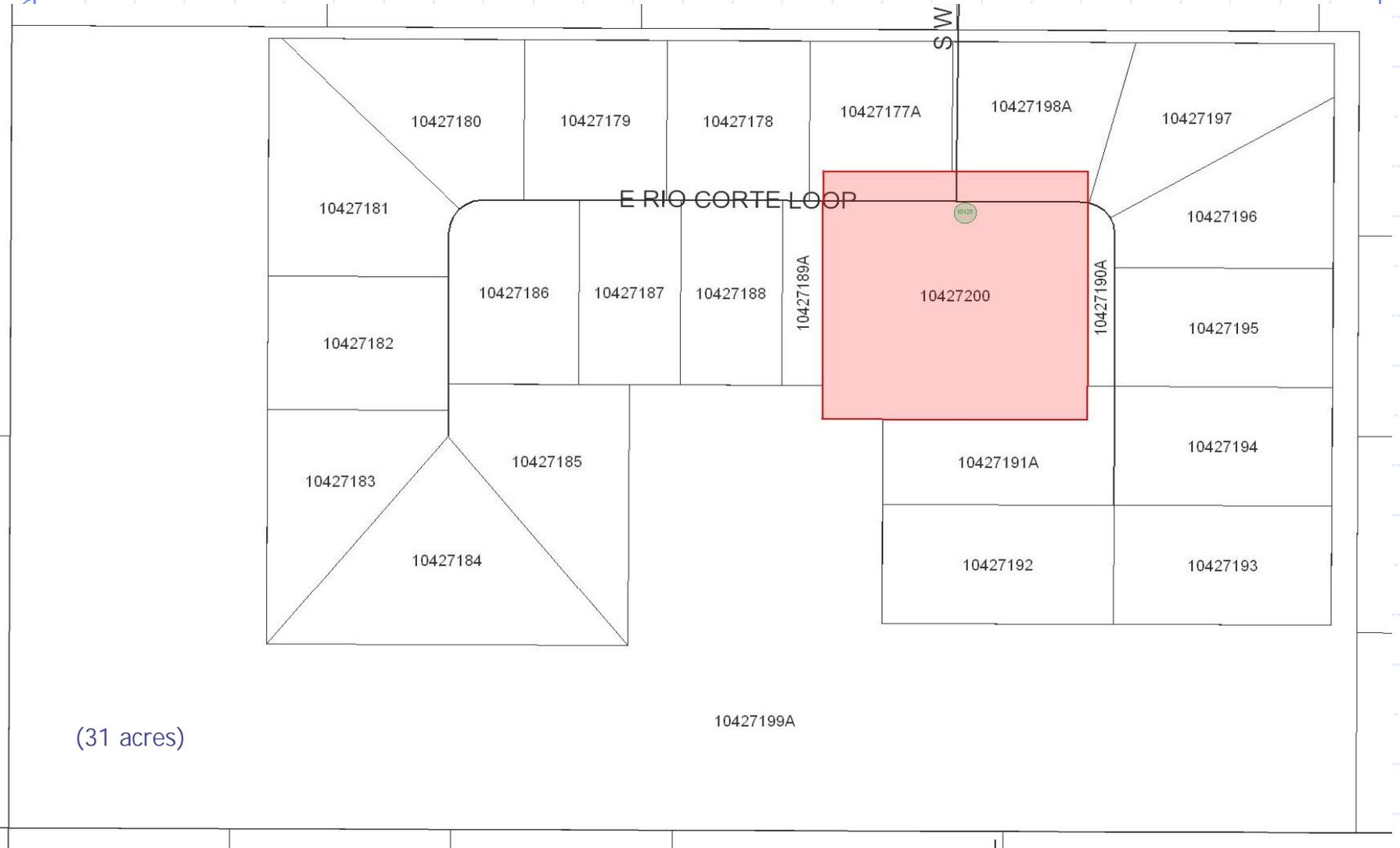


Rio Corte Final Plat





Parcel 104-27-200





Recommendation

- Staff recommends the Board of Supervisors release Parcel 104-27-200 from the Rio Corte Assurance Agreement.



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Beverly J. Wilson, Planning Director

SUBJECT: Rio Corte Subdivision, Docket No. S-07-02 and the illegal lot split creating Parcel 104-27-200

DATE: December 20, 2013 for the January 7, 2014 Board Meeting

Background

This memo regards Parcel located within the Rio Corte Estates Subdivision (Docket S-07-02), a 22-lot subdivision on 66 acres zoned RU-4 and located approximately 1.2 miles south of Hereford Road. The Board of Supervisors approved the final plat on October 16, 2007. The Assurance Agreement with the former property owner, Rio Corte LLC, will expire on January 25, 2014. Assurance Agreements are a contract between the Board of Supervisors and the Developer, and are used to guarantee that all required subdivision improvements will be constructed by the developer prior to the sale of any lots. These improvements include but are not limited to roadways, flood control, electrical, water, and sewer improvements. A new Assurance Agreement reflecting new ownership was approved by the Board of Supervisors in January 2011 and is scheduled to expire on January 25, 2014.

However, in particular, this request regards the release of assurances for Parcel 104-27-200. This parcel was created and recorded in 2009 by the Cochise County Assessor, to correctly reflect the ownership through recorded documents. The creation of the new Parcel from what would have been Lot 14 and portions of Lots 1, 22, 15 and 13 constituted a major amendment to the recorded subdivision plat and resulted in a subdivision plat that no longer correctly reflects the ownership of the parcels it subdivided. Furthermore, because a lien had been placed on this four-acre parcel PRIOR to the recordation of the subdivision plat, the lien-holder was able to foreclose on this parcel. After a foreclosure auction by the lien-holder, a new owner was able to record new ownership, after which Pioneer Title released the assurances on this parcel; it now sits squarely over infrastructure begun by the original owner, including the entry roadways and some of the underground utilities. This situation remains: the bulk of the subdivision plat is held by Pioneer

Title, while this four-acre parcel is now held by Residential Recovery Capital Holdings #2. The new owner has requested that the BOS formally release the new assurance agreement for this four-acre parcel. Staff concurs with this action and recognizes that at some point the subdivision plat will need to be formally abandoned.

Motion

Madame Chair, I move to adopt the resolution releasing the Assurance Agreement that encumbers Parcel 104-27-200 with Pioneer Title Agency, Inc. as trustee under trust number 521012.

Attachments

Owners Affidavit Requesting Release
Release for Parcel 104-27-200

OWNER'S AFFIDAVIT

STATE OF ARIZONA §
 §
COUNTY OF COCHISE §

The undersigned, being duly sworn, deposes and says:

1. The undersigned is the President of RESIDENTIAL RECOVERY CAPITAL HOLDINGS #2, LLC (“**RRCH #2**”), the owner of all that certain real property described in the Special Warranty Deed from Sovereign Bank, N.A., as grantor to RRCH, dated December 18, 2012, and attached to this Affidavit as Exhibit “A” (the “**Property**”).

2. The Property is owned by RRCH #2 as of the date of this Affidavit.

3. RRCH #2 has determined that an Assurance Agreement, dated January 25, 2011, and entered into among, Pioneer Title Agency, Rio Corte Lender LLC and Cochise County encumbers the Property (“**Assurance Agreement**”).

4. RRCH #2 has, also, determined that the Property has been platted into parts of various lots subject to the Assurance Agreement in a plat filed of record on October 25, 2007 in Book 15, Page 86 of the Maps and Plats Records of Cochise County, Arizona (the “**Plat**”).

5. The undersigned has the authority to execute all instruments related to the ownership of the Property on behalf of RRCH #2.

6. The undersigned represents that RRCH #2, as the current owner of the Property, desires that the Property be released from the Assurance Agreement and the Plat and acknowledges that RRCH #2 does not wish to develop the Property in accordance with the terms of the Assurance Agreement and the Plat.

7. This affidavit is given to induce Cochise County to release the Property from the Assurance Agreement and the Plat.

FURTHER AFFIANTS SAYETH NOT.

[Remainder Of Page Left Blank – Signature Page To Follow]

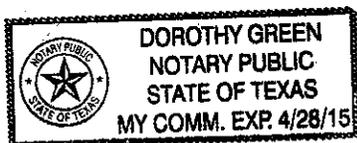
EXECUTED and sworn to effective this 1st day of November, 2013.

RESIDENTIAL RECOVERY CAPITAL
HOLDINGS #2, LLC,
a Texas limited liability company

By: [Signature]
Name: DARCY YOUNG
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO ME, the undersigned authority, by the said Darcy Young as President of RESIDENTIAL RECOVERY CAPITAL HOLDINGS #2, LLC, a Texas limited liability company, on behalf of said company, to certify which, witness my hand this 1st day of November, 2013.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

COPY OF SPECIAL WARRANTY DEED

2012-29331
Page 1 of 4
Requested By: Simplifile Lc E-Recording
Christine Rhodes - Recorder
Cochise County, AZ
12-28-2012 12:48 PM Recording Fee \$9.00

RECORDATION REQUESTED BY:
SURETY LENDER SERVICES
1 EAST STOW ROAD
MARLTON, NJ 08053

SEND TAX NOTICES TO:
RESIDENTIAL RECOVERY CAPITAL HOLDINGS #2, LLC
3643 MAPLE AVENUE, SUITE 190
DALLAS, TEXAS 75219

FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

For good consideration for the amount of \$61,237.00 _____, I (we)
SOVEREIGN BANK, N.A., FORMERLY KNOWN AS SOVEREIGN BANK whose mailing address
is 1130 Berkshire Boulevard, Wyomissing, PA 19610, hereby bargain, deed and convey to
RESIDENTIAL RECOVERY CAPITAL HOLDINGS #2, LLC whose mailing address is 3643 Maple
Avenue, Suite 190, Dallas, Texas 75219, the following described land in Cochise County, State of
Arizona, free and clear with SPECIAL WARRANTY COVENANTS; to wit:

SEE ATTACHED EXHIBIT "A" HERETO AND MADE A PART HEREOF

APN: 104-27-200-00-3

Property Address: 10128 EAST RIO CORTE LOOP, HEREFORD, AZ 85615

Grantor, for itself and its heirs, hereby covenants with Grantee, its heirs, and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that it has a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute and instrument necessary for the further assurance of the title to the premises that may be reasonably required; and the Grantor and its heirs will forever warrant and defend all of the property so granted to Grantee, its heirs, against every person lawfully claiming the same or any part thereof.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No SUR-39452SL-RA

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cochise, STATE OF Arizona, AND IS DESCRIBED AS FOLLOWS:

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF ARIZONA, COUNTY OF COCHISE, CITY OF HEREFORD, AND IS DESCRIBED AS FOLLOWS;

PARCEL I

A PORTION OF THE PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED IN NO. 9604-09701 RECORDS OF COCHISE COUNTY, ARIZONA, SAID PARCEL BEING A PORTION OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID RECORDED PARCEL OF LAND;

THENCE S 00 DEGREES 03 MINUTES 21 SECONDS E ALONG THE WEST LINE OF SAID PARCEL 125.00 FEET TO A POINT;

THENCE N 90 DEGREES 00 MINUTES 00 SECONDS E, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 417.42 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 21 SECONDS EAST A DISTANCE OF 417.42 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 417.42 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 417.42 FEET TO THE POINT OF BEGINNING.

PARCEL II

A 60.00 FOOT PRIVATE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES LYING IN A PORTION OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17;

THENCE N 00 DEGREES 02 MINUTES 01 SECONDS W ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 1354.00 FEET TO A POINT;

THENCE S 89 DEGREES 58 MINUTES 00 SECONDS E A DISTANCES OF 1490.81 FEET TO THE POINT OF BEGINNING OF SAID 60.00 FOOT PRIVATE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, THE SIDELINES LYING 40.00 FEET TO THE RIGHT AND 20.00 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED

LINE;

THENCE S 00 DEGREES 17 MINUTES 16 SECONDS W, A DISTANCE OF 240.00 FEET TO THE POINT OF TERMINUS.

PARCEL III

A 40.00 FEET PRIVATE EASEMENT FOR INGRESS, EGRESS AND UTILITIES EXISTING IN A PORTION OF SECTION 17, TOWNSHIP 23 SOUTH RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN COCHISE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17;

THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 17.

A DISTANCE OF 2414.31 FEET;

THENCE SOUTH 89 DEGREES 52 MINUTES 11 SECONDS EAST, A DISTANCE OF 1087 FEET;

THENCE NORTH 0 DEGREES EAST A DISTANCE OF 417.42 FEET;

THENCE NORTH 90 DEGREES EAST A DISTANCE OF 417.42 FEET TO A POINT;

THAT POINT BEING THE TRUE POINT OF BEGINNING OF SAID 40.00 FOOT PRIVATE EASEMENT FOR

INGRESS, EGRESS AND UTILITIES, THE SIDELINE LYING 40.00 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:
THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS WEST, A DISTANCE OF 1725.56 FEET TO THE POINT OF TERMINUS.

PARCEL IV

A 40.00 FEET PRIVATE EASEMENT FOR INGRESS AND EGRESS EXISTING IN A PORTION OF SECTION 17, TOWNSHIP 23 SOUTH RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OK THAT PARCEL OF LAND AS RECORDED IN FEE NO. 9605-11805, OFFICIAL RECORDS COCHISE COUNTY, ARIZONA; THENCE NORTH 89 DEGREES 52 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 1219.17 FEET TO A POINT; THAT POINT BEING THE TRUE POINT OF BEGINNING OF SAID 40.00 FOOT PRIVATE EASEMENT FOR INGRESS AND EGRESS, THE SIDELINE LYING 40.00 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:
THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS WEST A DISTANCE OF 1137.16 FEET TO THE POINT OF TERMTNUS.

PARCEL V

A 40.00 FOOT BASEMENT FOR INGRESS AND EGRESS EXISTING IN A PORTION OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17;
THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 17 A DISTANCE OF 3969.83 FEET;
THENCE SOUTH 89 DEGREES 52 MINUTES 11 SECONDS EAST A DISTANCE OF 2724.51 FEET SAID BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND AS CREATED IN DOCUMENT NO. 9605-11805, RECORDS OF COCHISE COUNTY, ARIZONA;
SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF SAID 40.00 FOOT EASEMENT FOR INGRESS, EGRESS, THE SIDELINE LYING 40.00 FOOT TO THE LEFT OF THE FOLLOWING DESCRIBED LINE:
THENCE NORTH 89 DEGREES 52 MINUTES 11 SECONDS WEST A DISTANCE OF 1934.51 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST S DISTANCE OF 29600 FEET TO THE POINT OF TERMINUS.

PARCEL VI

A 40.00 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES EXISTING IN A PORTION OF THE SAN RAFAEL DEL VALLE PRIVATE LAND GRANT, AS GRANTED BY THE PATENT RECORDED NOVEMBER 21, 1903 IN BOOK 23 OF DEEDS PAGE 140; AND ALL THAT PORTION OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCHISE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 17;
THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 1323.37 FEET;
THENCE SOUTH 89 DEGREES 52 MINUTES 11 SECONDS EAST A DISTANCE OF 2724.51 FEET TO THE POINT OF BEGINNING OF SAID 40.00 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES, THE SIDELINE LYING 40.00 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:
THENCE CONTINUE SOUTH 89 DEGREES 52 MINUTES 11 SECONDS EAST A DISTANCE OF 271.57 FEET;
THENCE NORTH 13 DEGREES 42 MINUTES 06 SECONDS WEST, A DISTANCE OF 1028.45 FEET;
THENCE NORTH 13 DEGREES 31 MINUTES 27 SECONDS WEST, A DISTANCE OF 336.27 FEET TO A POINT;
THENCE NORTH 13 DEGREES 10 MINUTES 39 SECONDS WEST A DISTANCE OF 501.76 FEET TO THE POINT OF TERMINUS ON THE CENTERLINE OF EXISTING HERRFORD ROAD.

THE SIDELINE OF SAID 40.00 FOOT EASEMENT TO MEET AT ANGLE POINTS AND THE CENTERLINE OF EXISTING HERRFORD ROAD.

Parcel ID: 104-27-200-00-3

Commonly known as 10128 East Rio Corte Loop, Hereford, AZ 85615
However, by showing this address no additional coverage is provided

AFFIDAVIT AS TO LIEN(S)

STATE OF ARIZONA §
 §
COUNTY OF COCHISE §

The undersigned, being duly sworn, deposes and says:

1. The undersigned is the President of RESIDENTIAL RECOVERY CAPITAL HOLDINGS #2, LLC (“RRCH #2”), the owner of all that certain real property described in the Special Warranty Deed from Sovereign Bank, N.A., as grantor to RRCH, dated December 18, 2012, and attached to this Affidavit as Exhibit “A” (the “Property”).

2. To the current actual knowledge of the undersigned, there are no mortgages, deeds of trust or other security interests outstanding against the Property.

3. To the current actual knowledge of the undersigned, there are no other liens or assessments outstanding against the Property, other than any current assessment for taxes.

4. The undersigned has the authority to execute this Affidavit on behalf of RRCH #2.

5. This affidavit is given to induce Cochise County to release the Property from the Assurance Agreement and the Plat.

FURTHER AFFIANTS SAYETH NOT.

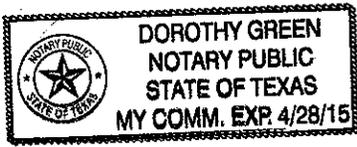
EXECUTED and sworn to effective this 11th day of November, 2013.

RESIDENTIAL RECOVERY CAPITAL
HOLDINGS #2, LLC,
a Texas limited liability company

By: [Signature]
Name: D. ARCY YOUNG
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO ME, the undersigned authority, by the said Arcy Young as President of RESIDENTIAL RECOVERY CAPITAL HOLDINGS #2, LLC, a Texas limited liability company, on behalf of said company, to certify which, witness my hand this 1st day of November, 2013.



Dorothy Green
Notary Public, State of Texas

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 01/07/2014

Cochise-Vista Bicycle Path Route IGA

Submitted By: Rorri Perez, Community Development

Department: Community Development

Division: Highways

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Karen L. Lamberton

TITLE of PRESENTER: County Transportation Planner

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 14-03 to support an Intergovernmental Agreement with the City of Sierra Vista for funding and construction responsibilities for the Cochise-Vista bicycle path.

Background:

The Cochise Bicycle Advocates, a volunteer entity that provides ideas and recommendations on bicycling issues within Cochise County and the City of Sierra Vista, worked with the City of Sierra Vista on a Safe Bicycle and Pedestrian Routes Plan, completed in August 2011. One of those proposed routes, known as the Cochise-Vista Bicycle Path Route ("the Route"), was prioritized by the Cochise Bicycle Advocates for implementation. The City of Sierra Vista and Cochise County staff met to coordinate this joint effort and bring the request to their respective elective officials for consideration.

The new Route would begin at Buena High School, head westward to Ranchos Carmela, and then southward to Ramsey Canyon Road. The Route traverses both City and County sections and is approximately 14 miles in length. Across its full length, the Route incorporates multi-use path sections, striped bicycle lanes, and safer sections of local streets.

Department's Next Steps (if approved):

The County will record the approved Resolution and IGA and provide copies to the City of Sierra Vista. Both agencies will then coordinate the funding and construction of the pathway signs for installation in 2014.

Impact of NOT Approving/Alternatives:

The County will not work with the City of Sierra Vista to provide a seamless bicycle pathway between jurisdictional boundaries.

To BOS Staff: Document Disposition/Follow-Up:

Once signed, return all originals to Karen Lamberton, Highway Dept. The IGA and Resolution will be recorded and copies provided to the City of Sierra Vista.

Fiscal Impact

Fiscal Year: 2014-2015
One-time Fixed Costs? (\$\$\$): 400
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$): 0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):
Source of Funding?: HURF

Fiscal Impact & Funding Sources (if known):

This agreement commits the County to a one-time expense for staff resources to construct signs and an ongoing commitment to maintain the pathway and signs within the county areas. Maintenance is an ongoing county-wide expense that is annually budgeted.

Attachments

Memo

Map

City of Sierra Vista Resolution

County Resolution

IGA

Powerpoint presentation



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

DATE: January 7, 2014
TO: Board of Supervisors
THRU: Karen Riggs, P.E., Highway and Floodplain Director
FROM: Karen Lamberton, AICP, County Transportation Planner
SUBJECT: Cochise-Vista Bicycle Path Route IGA

Recommendation: This department recommends signing a Resolution and approving an Intergovernmental Agreement with the City of Sierra Vista to fund and construct a joint bicycle pathway known as the Cochise-Vista Bicycle Path Route.

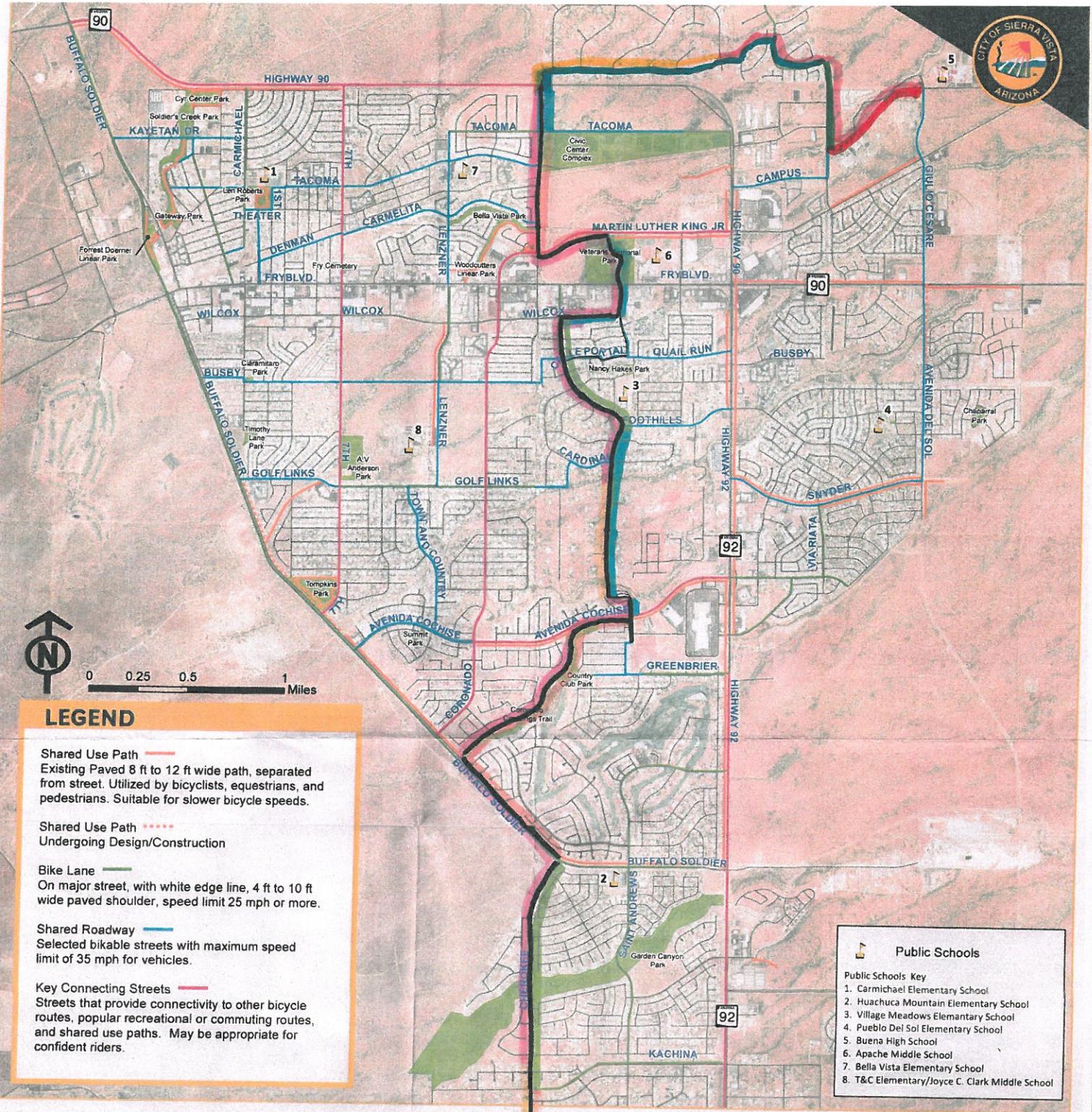
Background (Brief): The Cochise Bicycle Advocates, a volunteer entity that provides ideas and recommendations on bicycling issues within Cochise County and the City of Sierra Vista, worked with the City of Sierra Vista on a Safe Bicycle and Pedestrian Routes Plan, completed in August 2011. One of those proposed routes, known as the Cochise-Vista Bicycle Path Route ("the Route"), was prioritized by the Cochise Bicycle Advocates for implementation. The City of Sierra Vista and Cochise County staff met to coordinate this joint effort and bring the request to their respective elective officials for consideration.

The new Route would begin at Buena High School, head westward to Ranchos Carmela, and then southward to Ramsey Canyon Road. The Route traverses both City and County sections and is approximately 14 miles in length. Across its full length, the Route incorporates multi-use path sections, striped bicycle lanes, and safer sections of local streets.

Fiscal Impact & Funding Sources: This IGA commits County staffing resources for construction of pathway signs (materials costs will be provided by the City of Sierra Vista). Cochise County will also be committed to ongoing maintenance of the pathway and signs within the County areas of the route. These funds will be provided from the Highway Dept. line items for sign and striping.

Next Steps/Action Items/Follow-up: The County will record the approved Resolution and IGA and provide copies to the City of Sierra Vista. Both agencies will then coordinate the funding and construction of the pathway signs for installation in 2014.

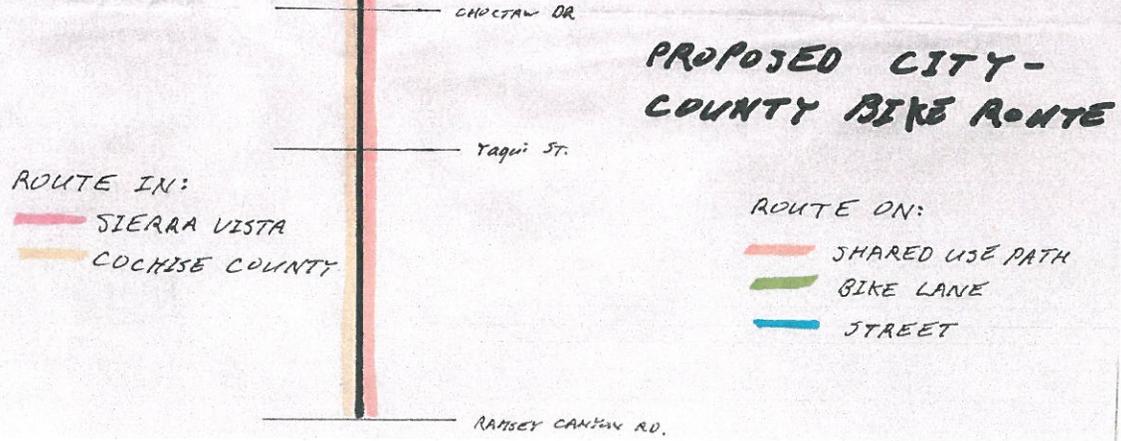
Impact of NOT approving: The County will not work with the City of Sierra Vista to provide a seamless bicycle pathway between jurisdictional boundaries.



LEGEND

- Shared Use Path** ——— Existing Paved 8 ft to 12 ft wide path, separated from street. Utilized by bicyclists, equestrians, and pedestrians. Suitable for slower bicycle speeds.
- Shared Use Path** - - - - - Undergoing Design/Construction
- Bike Lane** ——— On major street, with white edge line, 4 ft to 10 ft wide paved shoulder, speed limit 25 mph or more.
- Shared Roadway** ——— Selected bikable streets with maximum speed limit of 35 mph for vehicles.
- Key Connecting Streets** ——— Streets that provide connectivity to other bicycle routes, popular recreational or commuting routes, and shared use paths. May be appropriate for confident riders.

- Public Schools**
- Public Schools Key
1. Carmichael Elementary School
 2. Huachuca Mountain Elementary School
 3. Village Meadows Elementary School
 4. Pueblo Del Sol Elementary School
 5. Buena High School
 6. Apache Middle School
 7. Bella Vista Elementary School
 8. T&C Elementary/Joyce C. Clark Middle School



PROPOSED CITY-COUNTY BIKE ROUTE

RESOLUTION 2013-121

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN COCHISE COUNTY AND THE CITY OF SIERRA VISTA TO PROVIDE CERTAIN IMPROVEMENTS RELATED TO THE COCHISE-VISTA BICYCLE PATH ROUTE.

WHEREAS, the City of Sierra Vista is authorized to enter into intergovernmental agreements with other agencies pursuant to Arizona Revised Statutes; and

WHEREAS, the Cochise Bicycle Advocates has identified a potential bicycle trail corridor in need of identification; and

WHEREAS, the City and County agree that the Cochise-Vista Bicycle Path Route will further provide recreational opportunity for residents in both the City and County; and

WHEREAS, the City agrees to provide funding and installation of signage and to designate the route on maps.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of entering into Intergovernmental Agreements, most recently affirmed by resolution, be, and hereby is, reaffirmed.

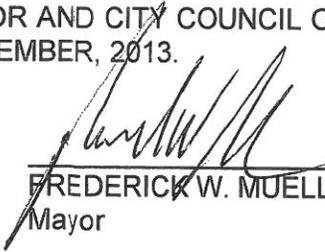
SECTION 2

That an Intergovernmental Agreement related to the Cochise-Vista Bicycle Path Route, between Cochise County and the City of Sierra Vista, attached as Exhibit B, stipulating certain funding and construction responsibilities, be and hereby is approved.

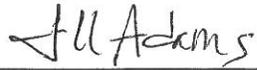
SECTION 3

The City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 19TH DAY OF NOVEMBER, 2013.

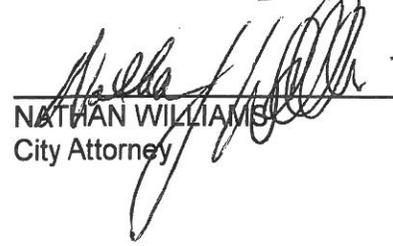

FREDERICK W. MUELLER
Mayor

ATTEST:



JILL ADAMS
City Clerk

APPROVED AS TO FORM:



NATHAN WILLIAMS
City Attorney

Prepared by:
Donald Brush, AICP
Acting Director, Community Director

RESOLUTION 14 - ___

APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN COCHISE COUNTY AND THE CITY OF SIERRA VISTA TO PROVIDE CERTAIN IMPROVEMENTS RELATED TO THE COCHISE-VISTA BICYCLE PATH ROUTE

WHEREAS, Cochise County is authorized to enter into intergovernmental agreements with other agencies pursuant to A.R.S. 11-952; and

WHEREAS, the Cochise Bicycle Advocates has identified a potential bicycle trail corridor in need of identification; and

WHEREAS, the City of Sierra Vista and Cochise County agree that the Cochise-Vista Bicycle Path Route will provide future recreational opportunity for residents of both the City and the County; and

WHEREAS, Cochise County has available, and will provide, staffing to construct appropriate trail signs; and

WHEREAS, Cochise County has available, and will provide, maintenance for the portion of the constructed pathway and signs within the County areas,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors hereby supports and approves an Intergovernmental Agreement related to the Cochise-Vista Bicycle Path Route, between the City of Sierra Vista and Cochise County, attached as Exhibit B, stipulating certain funding and construction responsibilities.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 7th day of January, 2014.

Ann English, Chair
Cochise County Board of Supervisors

ATTEST:

Arlthe Rios
Clerk of the Board

APPROVED AS TO FORM:



Adam Ambrose
Civil Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT
WITH COCHISE COUNTY
FOR
CONSTRUCTION AND MAINTENANCE OF THE
JOINT COUNTY/CITY NORTH-SOUTH BICYCLE PATH ROUTE**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "Agreement" or "IGA", is made and entered into this ____ day of _____, 2013, by and between the City of Sierra Vista, Arizona, a municipal corporation, hereinafter referred to as "City", and Cochise County, Arizona, hereinafter referred to as "County".

I. RECITALS

WHEREAS, County and City may enter into agreement with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*; and

WHEREAS, non-motorized modes of travel are a critical element in developing regional and local transportation systems; and

WHEREAS, Cochise County and the City of Sierra Vista desire to encourage bicycle and pedestrian facilities as viable transportation options that contribute to the tourist economy as well as the overall health of residents; and

WHEREAS, said route connects Buena High School, Cochise College, the University of Arizona Sierra Vista, the City complex, Veteran's park, Coronado Crossing trail, Garden Canyon park and city and county residential areas south to Ramsey Road and then west to the U.S. Forest Service trailhead at Brown Canyon; and

WHEREAS, the route consists of a combination of shared-use paths, on-street bicycle lanes and low-traffic streets.

NOW, THEREFORE, the City and the County do hereby mutually agree that County shall provide funding for necessary sign construction and pathway and sign maintenance and the City shall provide funding for sign construction and installation and pathway and sign maintenance, and both the City and County commit to promoting the North-South Bicycle Path Route on maps, brochures, etc.

II. SCOPE OF WORK

1. The City shall:

- a. Fund the construction of approximately 48 steel trail signs.
- b. Fund the poles necessary for installation of trail signs.

- c. Install the trail signs.
- d. Add the North-South Bicycle Route to the Safe Bicycle and Pedestrian Routes Map and other maps when appropriate (when maps are being re-designed and/or reprinted).
- e. Maintain said signage within City limits.
- f. Maintain pathways and striping within City limits.

2. The County shall:

- a. Perform the construction of approximately 48 steel trail signs.
- b. Add the North-South Bicycle Route to any available maps as appropriate.
- c. Maintain said signage within County areas.
- d. Maintain pathways and striping within County areas.

III. The City and County agree that:

- a. Each party agrees to assume responsibility for all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of that party or its agents, officers and employees in the performance of this Agreement, but only to the extent that such claims arise from such negligence. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the parties, their agents, subcontractors and employees in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.
- b. This Agreement shall run for a period of one year or until the described work is completed, whichever occurs first.
- c. Any disputes arising under this Agreement shall be referred to the City Manager and the County Administrator for joint resolution. Disputes not resolved at this level shall be referred to binding arbitration to be conducted by a panel of three arbitrators, one selected by each party, and the third selected by the two arbitrators.
- d. 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, officials, agents, employees, or volunteers.

- e. Compliance with Laws. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any legal action relating to this IGA shall be brought in a court of competent jurisdiction in Cochise County.
- f. Non-Discrimination. The parties shall not discriminate against any City or County employee, client 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 their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- g. ADA. The parties shall comply with 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.
- h. Severability. If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
- i. Conflict of Interest. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- j. Legal Authority. Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- k. Legal Jurisdiction. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdictions of the City or County.
- l. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitations) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- m. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal

liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

- n. Any notice or communication necessary under this Agreement shall be in writing and sent to the address given below for the party to be notified.

City of Sierra Vista
Attn: Mike Clawson
Purchasing Manager
1011 Coronado Dr.
Sierra Vista, AZ 85635

Cochise County
Attn: Karen Riggs, PE
Highway Director
1415 Melody Lane, Bld F
Bisbee AZ 85603

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ of _____, 2013.

CITY OF SIERRA VISTA

By: _____

Frederick W. Mueller, Mayor

COUNTY OF COCHISE

By: _____

Chairman of the Board of Supervisors

ATTEST:

JL Adams

City Clerk

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]

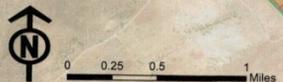
City Attorney

APPROVED AS TO FORM:

County Attorney



COCHISE-VISTA BICYCLE PATH ROUTE IGA WITH CITY OF SIERRA VISTA



LEGEND

Shared Use Path ———
Existing Paved 8 ft to 12 ft wide path, separated from street. Utilized by bicyclists, equestrians, and pedestrians. Suitable for slower bicycle speeds.

Shared Use Path - - - - -
Undergoing Design/Construction

Bike Lane ———
On major street, with white edge line, 4 ft to 10 ft wide paved shoulder, speed limit 25 mph or more.

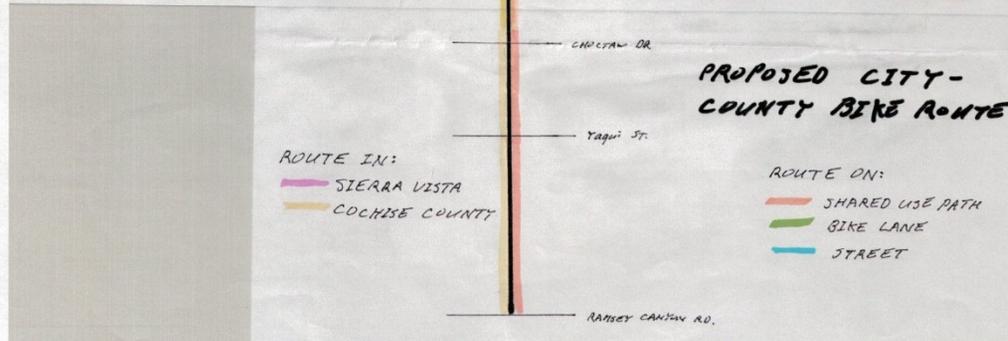
Shared Roadway ———
Selected bikable streets with maximum speed limit of 35 mph for vehicles.

Key Connecting Streets ———
Streets that provide connectivity to other bicycle routes, popular recreational or commuting routes, and shared use paths. May be appropriate for confident riders.

Public Schools

Public Schools Key

1. Carmichael Elementary School
2. Huachuca Mountain Elementary School
3. Village Meadows Elementary School
4. Pueblo Del Sol Elementary School
5. Buena High School
6. Apache Middle School
7. Bella Vista Elementary School
8. T&C Elementary/Joyce C. Clark Middle School



PROPOSED PROJECT COCHISE-VISTA BICYCLE ROUTE

**Connecting a 14 mile route from Buena High School to
the U.S. Forest Brown Canyon trailhead located on
Ramsey Canyon Rd.**

**Construct approximately 48 steel trail signs
Add route to Safe Bicycle and Pedestrian Route Map
Provide ongoing maintenance for pathway
Provide ongoing maintenance for trail signs**



STAFF RECOMMENDATION

To approve Resolution supporting the proposed IGA with the City of Sierra Vista; and

To approve the IGA supporting the funding and construction of the Cochise-Vista Bicycle Path Route.



Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Award of Request for Proposals for Video Visitation/Inmate Phone Services

Submitted By: Dave Seward, Procurement

Department: Procurement

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

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

Submitted for Signature:

NAME of PRESENTER: Dave Seward **TITLE of PRESENTER:** Dave Seward

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award Request for Proposals (RFP) No. 14-02-FAC-03 for Inmate Video Visitation/Phone Services to Securus Technology for the period of January 7, 2014 through December 31, 2018.

Background:

RFP No. 14-02-FAC-03 was released on September 13, 2013. The bid was advertised in the Arizona Range News on September 25 & October 2, 2013 and posted on the County website. Bid notices were mailed to eight vendors. A pre-bid meeting was held at the prospective video visitation locations on September 24, 2013 and October 3, 2013. Four bids were received prior to the bid due date and time of July 26, 2011 at 4:00 p.m. as follows:

Legacy Inmate Communications, Cypress, CA
Telmate, LLC, San Francisco, CA
Securus Technology, Inc., Dallas, TX
IC Solutions, San Antonio, TX

An evaluation committee consisting of representatives from Procurement, IT, and the Sheriff's office evaluated, scored, and ranked the proposals independently. The evaluation committee unanimously ranked Securus Technology, Inc., the incumbent vendor, as the number one ranked firm.

Department's Next Steps (if approved):

Execute contract, coordinate installation of equipment & monitor contract performance.

Impact of NOT Approving/Alternatives:

Jails are required by statute to provide phone service to inmates. Use of video visitation will alleviate security issues and allow correctional officers to use their time in more conventional duties.

To BOS Staff: Document Disposition/Follow-Up:

Contracts signed by vendor will be hand carried to the Clerk of the Board.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

This is a revenue generating contract.

Attachments

Contract

**AGREEMENT #14-02-SHF-03
INMATE VIDEO VISITATION/PHONE SERVICES**

BETWEEN COCHISE COUNTY

And

SECURUS TECHNOLOGIES, INC.

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry Rutan, Senior Buyer
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85602

and the Contractor, whose complete name, address and Authorized Representative are:

Robert E. Pickens, Chief Operating Officer

Securus Technologies, Inc.

14651 N. Dallas Parkway, Suite 600

Dallas, TX 75254

This Contract is designated by the County as No. 14-02-SHF-03 Inmate Video Visitation/Phone Services

The County and Contractor agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

Article II. Contract Performance: The Contractor shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Article III. Date of Commencement and Completion: The Contractor shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

Article IV. Payment: The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

This Agreement is entered into this 7th day of January, 2014.

CONTRACTOR:

Authorized By:

Signature

Print Name and Title
Robert E. Pickens, Chief Operating Officer

Company
Securus Technologies, Inc.

COCHISE COUNTY:

Reviewed By:

David Seward, Director
Procurement Department

Approved By:

Ann English, Chairperson
Board of Supervisors

Attest:

Arlethe Rios
Clerk of the Board

Approved as to Form
Elda Orduna
Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 01/07/2014

Detention Officer Pay Plan

Submitted By: Kenneth Bradshaw, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: Sheriff Mark Dannels

TITLE of PRESENTER: Sheriff

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Detention Officer Pay Plan to allow base salary adjustments dependent upon certification/training qualifications and tenure requirements.

Background:

For some time the Sheriff's Office Detention Division has experienced difficulty in retaining staff, carrying vacancies for many years, and trouble recruiting qualified staff at the current pay range and structure. Since July of 2012 (18 months) 24 Detention Officers have ended employment with the Sheriff's Office. Sheriff Dannels along with Human Resources staff have developed a plan to help alleviate some of these difficulties. The Plan is structured similar to the Deputy Pay Plan previously approved by the Board of Supervisors several years ago. In essence, the Plan allows base salary adjustments when an employee meets certain certifications/training and tenure requirements.

There are two components associated with adjusting Detention Officer Pay. The first part is bringing the level of pay up to or at least close to market. To identify our Detentions Officers current market position in comparison with its competitors, Human Resources conducted a study of comparable sized and contiguous Arizona Counties as well as the State Prison in Douglas. Cochise County significantly lags behind most other jurisdictions with which we compete.

The cost to implement this plan is approximately \$266,718.90 annually. This would be the ongoing cost of bringing the staff to the recommended pay levels. Because detention officers are very much behind market, some proposed increases are in excess of 20%. Even with these increases they will not be above current market. Paying Detention Officers a competitive wage is also an important step in minimizing corruption. The reasoning for higher salaries goes beyond an anti-corruption measure; it will serve as a draw for individuals in the private sector, and as a competitive salary as well.

The second part is the establishment of a Pay Plan to keep salaries at or close to market. The Plan outlines increases to base salaries based on Detention Officers achieving certifications/training and tenure. The Corporal, Sergeant and Lieutenant levels move up on the basis of tenure alone. The ongoing cost of the plan is estimated to be between \$12k - \$32k annually. The Sheriff has identified Jail Enhancement funds, generated by fines and fees, to cover the cost of the proposed increases and the ongoing Plan costs for the next several years.

Jail enhancement funds are to be used to enhance jails, jail operations and jail training programs beyond the Sheriff's normally budgeted programs. The Sheriff's Office continues to evolve and improve operations through changes in management and redeployment of our limited resources. This plan increases and improves the value, quality, desirability and attractiveness of county jail services and operations. The Legislature, in its wisdom, used the term "enhancement" thereby deferring to the expertise of those who run the jails to determine what they need to improve or enhance their jail operations. JEF allocations are intended to enhance jail operations. This plan gives Detention Officers incentive to strive for an even higher level of performance by pursuing the required training and standards to reach the next level. It also creates goals for staff, increasing the likelihood that staff will stay in the organization enhancing the number of senior staff along with the knowledge and experience that come with additional training and tenure.

Over the next several years the County Administration will work to shift costs away from Jail Enhancement to the General Fund during the development of each budget where ultimately the General Fund will absorb the vast majority of the cost.

Department's Next Steps (if approved):

Upon Board approval, the Sheriff's Office will work with Human Resources and Finance to implement the described Detention Officer Pay Plan.

Impact of NOT Approving/Alternatives:

If the Board does not approve this plan, Detention staff will remain at their current pay. Their current pay is significantly below market value. Detention will continue to lose approximately 25% of its staff annually due to corruption and transfer to higher paying jobs. Officers will not gain needed experience resulting in relatively new staff training newly employed staff.

To BOS Staff: Document Disposition/Follow-Up:

Not Applicable

Fiscal Impact

Fiscal Year:	2014
One-time Fixed Costs? (\$\$\$):	
Ongoing Costs? (\$\$\$):	266718.90
County Match Required? (\$\$\$):	
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):	
Source of Funding?:	Jail Enhancement Fund

Fiscal Impact & Funding Sources (if known):

The cost to implement this plan is approximately \$266,718.90 annually. The Sheriff has identified Jail Enhancement funds, generated by fines and fees, to cover the cost of the proposed increases and the ongoing Plan costs for the next several years. Over the next several years the County Administration will work to shift costs away from Jail Enhancement to the General Fund during the development of each budget where ultimately the General Fund will absorb the vast majority of the cost.

Fiscal Year:	2015
One-time Fixed Costs? (\$\$\$):	
Ongoing Costs? (\$\$\$):	23,940.00
County Match Required? (\$\$\$):	
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):	
Source of Funding?:	

Fiscal Impact & Funding Sources (if known):

The estimated additional cost to the plan for Fiscal year 2015 is \$23,940.00. The Sheriff has identified Jail Enhancement funds, generated by fines and fees, to cover the cost of the proposed increases and the ongoing Plan costs for the next several years. Over the next several years the County Administration will work to shift costs away from Jail Enhancement to the General Fund during the development of each budget where ultimately the General Fund will absorb the vast majority of the cost.

Attachments

DO Pay Plan

Mark Dannels
Sheriff

Thad Smith
Chief Deputy

Office of the Sheriff Cochise County



To: Board of Supervisors

From: Sheriff Mark Dannels

Subject: Detention Officer Pay

Date: December 26, 2013

For some time the Sheriff's Office Detention Division has experienced difficulty in retaining staff, carrying vacancies for many years, and trouble recruiting qualified staff at the current pay range and structure. Since July of 2012 (18 months) 24 Detention Officers have ended employment with the Sheriff's Office. Sheriff Dannels along with Human Resources staff have developed a plan to help alleviate some of these difficulties. The Plan is structured similar to the Deputy Pay Plan previously approved by the Board of Supervisors several years ago. In essence, the Plan allows base salary adjustments when an employee meets certain certifications/training and tenure requirements.

There are two components associated with adjusting Detention Officer Pay. The first part is bringing the level of pay up to or at least close to market. To identify our Detentions Officers current market position in comparison with its competitors, Human Resources conducted a study of comparable sized and contiguous Arizona Counties as well as the State Prison in Douglas. Cochise County significantly lags behind most other jurisdictions with which we compete.

The cost to implement this plan is approximately \$266,718.90 annually. This would be the ongoing cost of bringing the staff to the recommended pay levels. Because detention officers are very much behind market, some proposed increases are in excess of 20%. Even with these increases they will not be above current market. Paying Detention Officers a competitive wage is also an important step in minimizing corruption. The reasoning for higher salaries goes beyond an anti-corruption measure; it will serve as a draw for individuals in the private sector, and as a competitive salary as well.

The second part is the establishment of a Pay Plan to keep salaries at or close to market. The Plan outlines increases to base salaries based on Detention Officers achieving certifications/training and tenure. The Corporal, Sergeant and Lieutenant levels move up on the basis of tenure alone. The ongoing cost of the plan is estimated to be between \$12k - \$32k annually. The Sheriff has identified Jail Enhancement funds, generated by fines and fees, to cover the cost of the proposed increases and the ongoing Plan costs for the next several years.

Jail enhancement funds are to be used to enhance jails, jail operations and jail training programs beyond the Sheriff's normally budgeted programs. The Sheriff's Office continues to evolve and improve operations through changes in management and redeployment of our limited resources. This plan increases and improves the value, quality, desirability and attractiveness of county jail services and operations. The Legislature, in its wisdom, used the term "enhancement" thereby deferring to the expertise of those who run the jails to determine what they need to improve or enhance their jail operations. JEF allocations are intended to enhance jail operations. This plan gives Detention Officers incentive to strive for an even higher level of performance by pursuing the required training and standards to reach the next level. It also creates goals for staff, increasing the likelihood that staff will stay in the organization enhancing the number of senior staff along with the knowledge and experience that come with additional training and tenure thereby enhancing officer and inmate safety while simultaneously reducing liability to the County. Over the next several years the County Administration will work to shift costs away from Jail Enhancement to the General Fund during the development of each budget where ultimately the General Fund will absorb the vast majority of the cost.

Pay levels will be fixed at a specific dollar amount for each level:

Detention Officer:

Entry: \$32,000.
 Intermediate: \$34,000
 Senior: \$36,000.

Det. Corporal:

Entry: \$38,000
 Intermediate: \$40,000;
 Senior: \$42,000.

Det. Sergeant:

Entry: \$44,000;
 Intermediate: \$46,000;
 Senior: \$48,000

Det. Lieutenant:

Entry: \$50,000;
 Intermediate: \$52,000;
 Senior: \$54,000.

Cost to Implement

\$266,718.90

Added cost during next four years:

2015	2016	2017	2018
\$23,940.00	\$10,640.00	\$31,920.00	\$15,960.00

Pay Plan Level assignments will be contingent on experience level, successful performance and achievement of training, education, and related standards listed below under Standards and Training.

Initial assignments to pay level will not be initiated by the Officer. In the future Detention Officers must make a formal request to be considered for advancement to the next Pay Plan Level. The Detention Officer must submit this request and required documentation to the Commander through their Chain of Command.

The Commander or his designee will convene a Qualifications Appraisal Board to ensure that the requesting Detention Officer has met all requirements and has acquired the requisite knowledge and skills to move to the next higher level.

The Sheriff has the sole authority to consider waiving any Cochise County experience requirements for any pay level to meet any demonstrated departmental needs, but cannot waive training or standards requirements.

The following criteria will apply to all Detention Officers requesting consideration for advancement through the Detention Officer Pay plan levels.

The Detention Officer:

1. Must have received not less than standard ratings on the most recent Employee Performance Evaluation.
2. Must not have received a suspension or demotion within the previous two years. Any Detention Officer who is serving a period of Special Observation will not be given consideration for advancement until the application period after the Special Observation period has ended.
3. Must participate in the departmental wellness program annually.
4. Must participate in annual defensive tactics training.
5. Must complete annual department required training.

DETENTION OFFICER PAY PLAN MATRIX

Sheriff Detention Officer Pay Plan Levels	Standards And Training
Entry Level – From 0 thru 2.99 years of service with the Cochise County Sheriff's Office.	<p>In order to successfully complete the Entry Level and be eligible to advance to the Intermediate Level, the Detention Officer must complete 2.99 yrs. of service as a Cochise County Detention Officer and receive training in, or demonstrate proficiency in the following areas:</p> <ol style="list-style-type: none"> 1. Defensive Tactics 2. Restraint Techniques 3. Grievance Procedure 4. Medical Emergencies 5. Transportation of Inmates 6. Emergency Count Procedures 7. Escape Procedures 8. Spillman Data Entry
Intermediate Level – From 3 thru 5.99 years of service with the Cochise County Sheriff's Office.	<p>In order to successfully complete the Intermediate Level and be eligible to advance to the Senior Level, the Detention Officer must complete 5.99 yrs. of service as a Cochise County Detention Officer and receive training in, or demonstrate proficiency in the following areas:</p> <ol style="list-style-type: none"> 1. Emergency Operation Procedures 2. Hunger strike Protocols 3. Use of Force Continuum 4. Field Training Officer 5. Instructor Certified 6. Basic knowledge of Classification 7. Incident Command System 8. Management/Leadership Training 9. Public Speaking 10. Community Involvement 11. Booking
Senior Level – Above 6.00 years of service with the Cochise County Sheriff's Office.	<p>To be eligible for promotion to the rank of Corporal, the Detention Officer must follow the formal promotional process protocol. This will include a Qualifications Appraisal Board, Written Examination and Skills Assessment.</p>

Detention Officers

Classification	1/5/2014	Additional On-going Costs for Tenure		
	Proposed Increase	6/30/2014	6/30/2016	6/30/2017 6/30/2018
DO II	\$ 89,590.19			
DO III, IV & V	\$ 106,950.34			
Subtotal	\$ 196,540.53			
ERE's @ ~33%	\$ 64,858.37			
Total Cost	\$ 261,398.90	\$ 5,320.00	\$ 23,940.00	\$ 10,640.00 \$ 31,920.00 \$ 16,280.00
Total Needed for FY 13/14		\$ 266,718.90		

Data compiled as of 1/5/2014

Detention Officer II		Range	Min	Mid	Max	Actual	# Incumbts	1/5/2014
Detention Officer II		Hourly	Salary	Tenure in Position	Cur Salary	Prop Salary	% Increase	Difference
ACUNA, BENJAMIN - 5995	\$15.3846	\$31,999.97	9/24/2012	1.28	\$ 31,999.97	\$ 32,000.00	0.00%	\$0.03
ALEMAN, OZIEL - 3736	\$15.3846	\$31,999.97	1/2/2008	6.01	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
ANDRESS, MARITZA - 4458	\$15.3846	\$31,999.97	8/4/2003	10.43	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
BARCELO, TIMOTHY - 5818	\$15.3846	\$31,999.97	1/31/2011	2.93	\$ 31,999.97	\$ 32,000.00	0.00%	\$0.03
BOROSKI, MICHAEL - 3522	\$15.3846	\$31,999.97	1/7/2000	14.01	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
BRATTON, ELSA - 2213	\$15.6250	\$32,500.00	6/26/1996	17.54	\$ 32,500.00	\$ 36,000.00	10.77%	\$3,500.00
BRENNAN, SUPATRA - 5058	\$15.3846	\$31,999.97	10/16/2006	7.23	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
CERTA, CHRISTOPHER - 5599	\$15.3846	\$31,999.97	8/9/2009	4.41	\$ 31,999.97	\$ 34,000.00	6.25%	\$2,000.03
CLARK, CHRISTOPHER - 5996	\$15.3846	\$31,999.97	9/24/2012	1.28	\$ 31,999.97	\$ 32,000.00	0.00%	\$0.03
CLINE IV, ROBERT - 4964	\$15.3846	\$31,999.97	5/15/2006	7.65	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
CRUZ, ARMANDO - 5371	\$15.3846	\$31,999.97	1/28/2008	5.94	\$ 31,999.97	\$ 34,000.00	6.25%	\$2,000.03
DONAHUE, MICHAEL - 2648	\$15.6250	\$32,500.00	2/20/1997	16.88	\$ 32,500.00	\$ 36,000.00	10.77%	\$3,500.00
ENCINAS, ERIC - 5928	\$15.3846	\$31,999.97	2/21/2012	1.87	\$ 31,999.97	\$ 32,000.00	0.00%	\$0.03
GARDNER, BRANDON - 3760	\$15.3846	\$31,999.97	11/29/2004	9.11	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
GERAGHTY, GARY - 5166	\$15.3846	\$31,999.97	1/17/2012	1.97	\$ 31,999.97	\$ 32,000.00	0.00%	\$0.03
GERMAN, HUMBERTO - 5939	\$15.3846	\$31,999.97	4/2/2012	1.76	\$ 31,999.97	\$ 32,000.00	0.00%	\$0.03
HAMILTON JR, JOHN - 4993	\$15.3846	\$31,999.97	6/26/2006	7.53	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
HIGGS, ROBERT - 3563	\$15.3846	\$31,999.97	2/8/1999	14.92	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
HOLGUIN, ROBERT - 5572	\$15.3846	\$31,999.97	1/8/2012	1.99	\$ 31,999.97	\$ 32,000.00	0.00%	\$0.03
JONES, JACKELINE - 4075	\$15.3846	\$31,999.97	7/30/2001	12.44	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
KEPHART, JOSHUA - 5499	\$15.3846	\$31,999.97	10/6/2008	5.25	\$ 31,999.97	\$ 34,000.00	6.25%	\$2,000.03
LOPEZ, BERTHA - 5144	\$15.3846	\$31,999.97	3/12/2007	6.82	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
LOPEZ, YADIRA - 4870	\$15.3846	\$31,999.97	10/11/2005	8.24	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
LOZANO, MANUEL - 1897	\$16.0629	\$33,410.83	8/13/2007	6.40	\$ 33,410.83	\$ 36,000.00	7.75%	\$2,589.17
LUNA, MARIO - 5617	\$15.3846	\$31,999.97	9/28/2009	4.27	\$ 31,999.97	\$ 34,000.00	6.25%	\$2,000.03
MOLINA, SELINA - 4281	\$15.3846	\$31,999.97	6/5/2005	8.59	\$ 31,999.97	\$ 36,000.00	12.50%	\$4,000.03
OLIVARES, JULIO - 5471	\$15.3846	\$31,999.97	8/4/2008	5.42	\$ 31,999.97	\$ 34,000.00	6.25%	\$2,000.03
ORTIZ, ERICK - 5567	\$15.3846	\$31,999.97	5/4/2009	4.68	\$ 31,999.97	\$ 34,000.00	6.25%	\$2,000.03

