

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

Arlethe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, June 24, 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.

PRESENTATION

The Cochise County Board of Supervisors wishes to recognize Robert L. Hollister for his many years of volunteer work for Cochise County public safety. For the past three decades, Mr. Hollister has exemplified the best of what volunteerism is by his leadership and involvement with the County's Local Emergency Planning Committee, Radio Amateur Civil Emergency Service, and the Sheriff's Search and Rescue team. Mr. Hollister has also been honored as the recipient of the 2014 Governor's Lifetime Achievement Volunteer Service Award.

CONSENT

Board of Supervisors

1. Approve amendment No. 1 to the Intergovernmental Agreement between Cochise County and the City of Sierra Vista designating the city as the fiscal agency to continue to handle financial matters for the Upper San Pedro Partnership (USPP) for a five-year period until February 28, 2018.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of June 10, 2014.
3. Approve an application for a temporary Extension of Premises liquor license submitted by Mr. Keith Wilson for American Legion #52 located at 12 Theater Drive, Sierra Vista, AZ 85635 on July 19, 2014, for the American Legion Riders 10th Anniversary Celebration.

Community Development

4. Approve the renewal of Contract No. IFB 11-43-HFP-04 for Corrugated Metal Pipe and related items to Arizona Culvert Company in the not to exceed amount of \$75,000 for the period of July 1, 2014 through June 30, 2015 for the Community Development Highway and Floodplain Division.
5. Approve the renewal of Contract No. IFB 11-44-HFP-04 for Concrete and related items for the Community Development Highway and Floodplain Division to various contractors in the not to exceed amount of \$100,000 for the period of July 1, 2014 through June 30, 2015.
6. Approve the renewal of Contract No. IFB 13-39-HFP-04 for High and Low Volume Chips for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed amount of \$250,000 for the period of July 1, 2014 through June 30, 2015.
7. Approve the renewal of Contract No. IFB 11-48-HFP-04 for Hot and Cold Mix Road Material to Granite Construction Company in the not to exceed amount of \$165,000 for the period of July 1, 2014 through June 30, 2015 for the Community Development Highway and Floodplain Division.
8. Approve the renewal of Contract No. IFB 13-41-HFP-04 for Culvert Cleaning and Maintenance Services for the Community Development Highway and Floodplain Division to Banning Creek Enterprises, LLC in the not to exceed amount of \$265,000 for the period of July 1, 2014 through June 30, 2015.
9. Approve the renewal of Contract No. IFB 13-40-HFP-04 for Crushed Aggregate Base Material and Riprap for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed amount of \$155,000 for the period of July 1, 2014 through June 30, 2015.

County Sheriff

10. Approve a Memorandum of Understanding regarding A.R.S. 41-1724, Arizona Department of Public Safety (DPS) Contract No: 2014-054, providing \$20,800 to the Cochise County Sheriff's Office (CCSO) for enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanctions laws effective July 1, 2014 through June 30, 2015.

11. Approve Grant Agreement DC-15-2003 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Sheriff's Office (CCSO) for a term of July 1, 2014 through June 30, 2015 in the amount of \$131,197 with a county match of \$32,799.
12. Approve City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-14-2330 with a term of January 1, 2014 to December 31, 2015 providing a total of \$239,381 in salary, employee related expenses, overtime, vehicle / aircraft expenses and equipment to assign two deputy sheriffs to the Southeastern Arizona Major Investigative Team (SAMIT), a U.S. Drug Enforcement Administration drug enforcement task force.

Finance

13. Approve demands and budget amendments for operating transfers.

Juvenile Probation

14. Adopt Resolution 14-15 to approve fiscal year 2014-15 Family Counseling Funding as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), Juvenile Justice Services Division (JJSD), and the required \$4,048 matching funds as budgeted in the general fund budget submitted by Juvenile Court Services.
15. Approve the Non Concurrent Enrollment Contract between Cochise County Juvenile Court Services (CCJCS) and Educational Options Foundation, (Ed-Options) for program equipment and supplies to provide online education services from July 1, 2014 through June 30, 2015.

PUBLIC HEARINGS

Board of Supervisors

16. Approve a person transfer liquor license application for a series #6 (bar) liquor license submitted by Ms. Stephany Jo Michel for Bobby Joe's Irish Pub, 3142 W. Meadowlark Lane, Benson, AZ 85602.

ACTION

Board of Supervisors

17. Board of Supervisors sitting as the Board of Equalization of Cochise County will uphold or amend the Assessor's decision in the case of parcel 402-26-010 A.
18. Elect _____ as Chairman of the Board of Supervisors, effective July 1, 2014.
19. Elect _____ as Vice-Chairman to the Board of Supervisors, effective July 1, 2014.

County Schools

20. Approve payoff of negative balance in Grant Fund Line 283 from the Arizona Department of Education (ADE) of \$1,864 from General Fund do to a calculation error.

Juvenile Probation

21. Approve Title IV-E Service Agreement between the Arizona Supreme Court, Administrative Office of the Courts and Cochise County Juvenile Court Services, Probation Division effective June 24, 2014 to June 30, 2015.

Procurement

22. Approve the award of RFP 14-36-TRE-03 for Banking Services to J.P. Morgan/Chase Bank for the period of July 1, 2014 through June 30, 2017

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"

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Bob Hollister Recognition

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V
Presentation

NAME of PRESENTER: Patrick Call **TITLE of PRESENTER:** Chair

ORGANIZATION NAME of PRESENTER:

Information

Agenda Item Text:

The Cochise County Board of Supervisors wishes to recognize Robert L. Hollister for his many years of volunteer work for Cochise County public safety. For the past three decades, Mr. Hollister has exemplified the best of what volunteerism is by his leadership and involvement with the County's Local Emergency Planning Committee, Radio Amateur Civil Emergency Service, and the Sheriff's Search and Rescue team. Mr. Hollister has also been honored as the recipient of the 2014 Governor's Lifetime Achievement Volunteer Service Award.

Background:

The Board also recognizes and appreciates the vital contributions that all volunteers make to their communities by giving of their time and talents. Mr. Hollister is but one example of the selfless spirit and positive impact of volunteers throughout Cochise County. Therefore the Cochise County Board of Supervisors thanks Robert L. Hollister for his volunteer service to strengthen the public safety and radio communications capabilities of Cochise County and the State of Arizona.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

IGA Amendment 1 to administer programs for Upper San Pedro Partnership

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

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 amendment No. 1 to the Intergovernmental Agreement between Cochise County and the City of Sierra Vista designating the city as the fiscal agency to continue to handle financial matters for the Upper San Pedro Partnership (USPP) for a five-year period until February 28, 2018.

Background:

On February 23, 2010 the Board of Supervisors approved an IGA with the City of Sierra Vista designating the city as the fiscal agency to continue to handle financial matters for the Upper San Pedro Partnership for a 3 year period.

The amendment only renews the IGA until February 28, 2018 and leaves all other provisions the same.

Department's Next Steps (if approved):

Send one signed original to the City of Sierra Vista.

Impact of NOT Approving/Alternatives:

The City of Sierra Vista will not be designated as the fiscal agency for the USPP.

To BOS Staff: Document Disposition/Follow-Up:

Send one original amendment to the City of Sierra Vista and file the second original amendment.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

IGA Amendment 1 to SV.USPP

IGA re USPP Funds



City of Sierra Vista

Procurement Division
1011 North Coronado Drive
Sierra Vista, Arizona 85635
(520) 458-3315 Fax (520) 452-7025

INTERGOVERNMENTAL AGREEMENT AMENDMENT

INTERGOVERNMENTAL AGREEMENT: Administer Programs and to Receive and Disburse Funds for the Upper San Pedro Partnership (USPP)

**IGA AMENDMENT NO. 1
PAGE 1 OF 1.**

THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS STATED HEREIN BELOW.

- 1. The Term of this Intergovernmental Agreement is hereby extended for five (5) additional years and will expire on February 28, 2018, unless extended or terminated by either party.**

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

ENTITIES HEREBY ACKNOWLEDGE RECEIPT OF AND
AGREEMENT WITH THE ABOVE IGA AMENDMENT.

THE ABOVE REFERENCED IGA AMENDMENT IS HEREBY
EXECUTED THIS _____ DAY OF _____, 2014.

Signature

Date

Signature

Date

ANN ENGLISH, Chairman
Cochise County Board of Supervisors

FREDERICK W. MUELLER, Mayor
City of Sierra Vista

**INTERGOVERNMENTAL AGREEMENT
BETWEEN COCHISE COUNTY AND
THE CITY OF SIERRA VISTA AUTHORIZING BOTH ENTITIES
TO ADMINISTER PROGRAMS AND TO RECEIVE AND DISBURSE FUNDS
FOR THE UPPER SAN PEDRO PARTNERSHIP**

THIS AGREEMENT by and between Cochise County (hereinafter "the COUNTY") and the City of Sierra Vista (hereinafter "the CITY"), political subdivisions within the State of Arizona, is made and entered into pursuant to A.R.S. § 11-952, for the purpose of providing administrative and program support of the Upper San Pedro Partnership (hereinafter "the USPP").

RECITALS

1. The COUNTY and CITY share mutual concerns about the reliability of the long-term water supply for the area.
2. The COUNTY and CITY are both major participants in the Upper San Pedro Partnership (USPP), an intergovernmental and cooperative group formed for the purpose: "To coordinate and cooperate in the identification, prioritization and implementation of comprehensive policies and projects to assist in meeting water needs in the Sierra Vista sub-watershed of the Upper San Pedro river basin".
3. The COUNTY and the CITY, as members of the USPP, through this AGREEMENT, are committed to providing funding and "in-kind" support to assist the efforts of the USPP in resolving the water issues of the sub-watershed, including major funding for Program Administration to the extent allowable by law and authorized by the respective governing bodies of the COUNTY and CITY.
4. The CITY is the designated fiscal agent for USPP. The COUNTY may in certain instances serve as a pass-through agency for funds for certain USPP-supported projects such as WaterWise.
5. This IGA shall serve as an "Umbrella Agreement" between the COUNTY and the CITY covering the Water-Wise Program, administration, all non-flood control funding and programs designated by the COUNTY and the CITY in support of the USPP. Specific funding amounts for programs or projects will be specified by amendment to the AGREEMENT to the extent needed; provided however, that it is the general intent of this

AGREEMENT that both the COUNTY and the CITY may act in a fiscal capacity under this Umbrella Agreement subject to prior appropriation of funding by each party;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

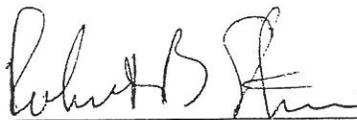
1. The CITY or COUNTY are each authorized to receive and disburse non-flood control funding or resources for USPP-approved and -designated programs, projects or activities such as WaterWise and USPP administration, which have been or will be identified in support of resolving the water issues of the sub-watershed.
2. The COUNTY and the CITY agree to provide funding and resources for the support of the USPP and its designated programs, projects or activities in the amount and type as specifically authorized by each respective entity.
3. The CITY or the COUNTY may contract for such USPP-sponsored or –endorsed projects within the scope of its authority.
4. The Parties agree that neither the CITY nor COUNTY will be solely responsible for any costs that may be incurred by either entity acting in its capacity as the contracting agency, arising from an early termination of a contractor, or from any other claims by a contractor, as the result of actions taken upon the recommendations of USPP and/or its committees.
5. Any disputes regarding contractual issues involving the CITY in its role as fiscal agent for USPP or the COUNTY in its capacity as a contracting agent regarding a program, project or activity for USPP will be submitted to the City Manager and County Administrator for resolution. CITY and COUNTY shall, to the extent possible, require that other parties to a contract on behalf of USPP agree to submit any unresolved disputes to non-binding arbitration and agree to pay one half of the cost of arbitration and its own legal costs should the resolution of a contract dispute be referred to the courts.
6. The COUNTY shall defend, hold harmless, and indemnify CITY, its officers, agents, and employees, from all claims, demands, suits, damages, and loss (“claims”) which result from the negligence or intentional torts of the COUNTY, its agents, officers, and employees, in the performance of this AGREEMENT, but only to the extent that such claims arise from such negligence or intentional torts. The CITY shall hold harmless, defend and indemnify the COUNTY, its officers, agents, and employees, from all claims, demands, suits, damages, and loss (“claims”) which result from the negligence or intentional torts of the CITY, its agents, officers, and employees, in the performance of this AGREEMENT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the Parties, their agents, officers, 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.

- 7. Any reports or data generated by USPP Projects are agreed to be public information that may be distributed or otherwise used by the COUNTY and CITY for whatever purpose they deem appropriate without permission of the other Party, except for commercial purposes or profit. Each Party shall receive one (1) copy of all data collections, reports and other documents prepared in connection with this AGREEMENT. Equipment purchased for projects, with the Parties contributed funds, will be accounted for and equitably divided between the funding parties upon termination of this AGREEMENT in proportion to the funds contributed toward the purchase by each Party.
- 8. This AGREEMENT shall be effective upon the date that it is approved by both Parties and recorded with the Cochise County Recorder and shall remain in effect for a period of three (3) years, unless extended by the Parties. Either Party, upon written notification sent to the other Party, may terminate this AGREEMENT at an earlier date. The terminating Party will be responsible for any additional costs that may be incurred as a result of this early termination.

WITNESS, this AGREEMENT be, and hereby is, executed this 23rd day of February, 2010 by, and on behalf of, the COUNTY and the CITY, after having been duly authorized by the respective governing bodies thereof.



 ANN ENGLISH, Chairman
 Cochise County Board of Supervisors



 ROBERT B. STRAIN, Mayor
 City of Sierra Vista

ATTEST:



 KATIE A. HOWARD
 County Clerk

ATTEST:



 JILL ADAMS
 City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN COCHISE COUNTY AND THE CITY OF SIERRA VISTA FOR A NON-FLOOD CONTROL USPP ADMINISTRATION AND PROGRAMS.

The attached AGREEMENT, which is an AGREEMENT between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy COUNTY Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

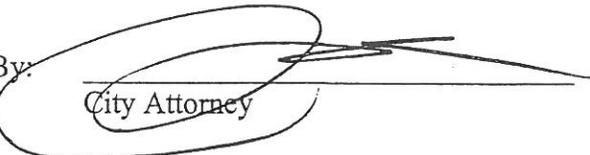
Approved as to form this 23rd day of Feb, 2010.

ED RHEINHEIMER
Cochise County Attorney

By: 
Deputy County Attorney

In accordance with A.R.S. § 11-952 this AGREEMENT has been reviewed by the undersigned who has determined that this AGREEMENT is in appropriate form and within the powers and authority granted to the public body or bodies identified below.

This 1st day of March, 2010.

By: 
City Attorney

CITY OF SIERRA VISTA
Name of Public Bod(ies)

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of June 10, 2014.

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.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Minutes

Warrants

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, June 10, 2014**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 10, 2014 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Richard R. Searle, Vice-Chairman; Patrick G. Call, Supervisor
Staff Michael J. Ortega, County Administrator; Arlethe G. Rios, Clerk of the Board; Adam Ambrose, Civil
Present: Deputy County Attorney

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

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

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman English opened the call to the public.

Mr. Jack Cook addressed the Board on matters of personal concern.

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

PRESENTATION

Presentation to the winners of the Vietnam Veterans "Thank a Vietnam Veteran" school contest.

The Board of Supervisors presented each winner with a certificate of recognition as well as a certificate from Mr. James E. Weathers, Commander of the Military Order of the Purple Heart, Chapter 572.

Presentation by Ms. Karen Strongin, General Manager, Cochise County Fair Association on the Cochise County Fairgrounds.

Ms. Strongin thanked the Board for their support of the Cochise County Fair and presented each Board member with a plaque for their hard work and dedication.

Chairman English thanked the association for their token of appreciation and said the Board supported the Fair because it is a part of Cochise County's history and tradition.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 20, 2014.
2. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Dale G. Williams for Fireside Lounge located at 2029 N Hwy 90, Huachuca City.

Community Development

3. Adopt Zoning Ordinance 14-06, approving Docket Z-14-04, amending the zoning district designation for parcel 404-02-302 to RU-4 from RU-2, pursuant to the request of applicant Ian Dorofey.

County Sheriff

4. Approve Amendment No. 1 of the Agreement for Services between Cochise County and Airwest Helicopters, LLC, an Arizona Corporation changing the way in which flight hours are charged.

Finance

5. Approve demands and budget amendments for operating transfers.

Warrants Nos. 79498-79670, 79681-79858, 79864-80026 were issued in the amount of \$1,295,474.31.

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. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Verna Hacker	25.21
100	Andrea M. Fisher	5.14
100	Verna Hacker	5.46
100	Albert Young	31.18
100	Margaret Diaz	4.20
100	Verna Hacker	12.60
100	Verna Hacker	14.29

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

Human Resources

6. Ratify the donation of ergonomic equipment to the Douglas Unified School District.

Supervisor Call moved to approve Consent Items 1-6. Vice-Chairman Searle seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

7. Approve a person transfer liquor license application for a series #9 (liquor store) liquor license submitted by Mr. Sarbjot Singh Chera for Canyon General Mini Mart, 7298 S. Highway 92, Hereford, AZ 85615.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office and Planning and Zoning Department have recommended approval and the Environmental Health Division noted that the establishment meets all the requirements set forth by the Arizona Food Code; the Treasurer's Office has noted that all property taxes were not current. The applicant has paid the \$100 processing fee; the Board staff recommended approval.

Chairman English opened the public hearing. No one chose to speak and Chairman English closed the public hearing.

Vice-Chairman Searle made a motion to approve a person transfer liquor license application for a series #9 (liquor store) liquor license submitted by Mr. Sarbjot Singh Chera for Canyon General Mini Mart, 7298 S. Highway 92, Hereford, AZ 85615. Supervisor Call seconded the motion.

Chairman English called for vote and it carried 3-0.

8. Approve a new liquor license application for a series #13 (domestic farm winery) liquor license submitted by Ms. Barbara Coons for Four Tails Vineyard located at 274 E Pearce Street, Pearce 85625.

Ms. Arlethe Rios, Clerk of the Board presented this item. Ms. Rios said the Sheriff's Office and Planning and Zoning Department have recommended approval and the Environmental Health Division noted that the establishment meets all the requirements set forth by the Arizona Food Code; the Treasurer's Office has noted that all property taxes were not current. The applicant has paid the \$100 processing fee; the Board staff recommended approval.

Chairman English opened the public hearing. No one chose to speak and Chairman English closed the public hearing.

Supervisor Call made a motion to approve a new liquor license application for a series #13 (domestic farm winery) liquor license submitted by Ms. Barbara Coons for Four Tails Vineyard located at 274 E Pearce Street, Pearce 85625. Vice-Chairman Searle seconded the motion.

Chairman English called for vote and it carried 3-0.

9. Adopt Resolution 14-13, granting a Telecommunications Franchise to Valley Connections, LLC for a five year term, effective June 10, 2014 - June 9, 2019.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said that this application was a renewal of a current franchise; Valley Connections submitted their \$500 application fee along with the application form and the County has published a Public Notice of this hearing on May 21, May 28, and June 4, 2014 in the Arizona Range News. Ms. Rios noted that the applicant had also signed an Acceptance of Franchise form and to date, there has been no public comment.

Chairman English opened the public hearing.

No one chose to speak and Chairman English closed the public hearing.

Vice-Chairman Searle moved to adopt Resolution 14-13, granting a Telecommunications Franchise to Valley Connections, LLC for a five year term, effective June 10, 2014 - June 9, 2019. Supervisor Call seconded the motion.

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

Community Development

10. Adopt Zoning Ordinance 14-05, approving Docket Z-14-03, amending the zoning district designation for parcels 404-02-265 and 404-02-268 from RU-2 to RU-4, pursuant to the request of applicant Leah Phillips.

Mr. Peter Gardner, Planner, presented this item using a PowerPoint presentation. He gave the background for the parcel and stated that the docket had been approved 6-1 by the Planning and Zoning Commission and noted that staff recommended approval.

Supervisor Call asked when the structure was built and why the zoning district designation was not part of the original permit.

Mr. Gardner clarified that the applicant was not aware of a permit requirement and noted that there are penalties associated with building structures without a permit.

Chairman English opened the public hearing.

No one chose to speak and Chairman English closed the public hearing.

Supervisor Call moved to adopt Zoning Ordinance 14-05, approving Docket Z-14-03, amending the zoning district designation for parcels 404-02-265 and 404-02-268 from RU-2 to RU-4, pursuant to the request of applicant Leah Phillips. Vice-Chairman Searle seconded the motion.

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

ACTION

Board of Supervisors

11. Approve sales from the June 5, 2014 Tax Deed Land Auction of parcels and units listed on Exhibit A in the total amount of \$107,950 and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

Vice-Chairman Searle moved to approve sales from the June 5, 2014 Tax Deed Land Auction of parcels and units listed on Exhibit A in the total amount of \$107,950 and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B). Supervisor Call seconded the motion.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said that on June 5, 2014, the Tax Deed Land Auction was conducted, resulting in property sales of \$106,450 and administrative fees of \$1,500 with a total of 295 parcels sold. She said that the total single parcel sales were \$73,060 and total multiple parcel-unit sales were \$33,390, as shown on the attached Exhibit A (Parcels Sold) and noted that all funds were collected the day of the auction and deposited with the County Treasurer the following day. She also stated that a listing of the Parcels Sold was also provided to the County Treasurer to update the tax roll and that Exhibit B showed the remaining Unsold properties still available for over-the-counter (OTC) purchase.

The Board stated that they were pleased with the outcome.

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

Community Development

12. Approve a request from Stronghold Area Recreational Park Association, a 501(c)3 corporation, for a waiver of permit fees totaling \$306.80 for the construction of a 900 square foot shade structure over the existing playground equipment.

Supervisor Call moved to approve a request from Stronghold Area Recreational Park Association, a 501(c)3 corporation, for a waiver of permit fees totaling \$306.80 for the construction of a 900 square foot shade structure over the existing playground equipment. Vice-Chairman Searle seconded the motion.

Ms. Dora Flores, Permit and Customer Service Coordinator, presented this item. Ms. Flores gave the background of the request and noted that this was for a community project.

Vice-Chairman Searle said that this was a volunteer project and they were trying to complete the project for the least amount, therefore requesting a fee waiver. He added that everything had been donated and the group wanted to complete the project without having to ask for donations from the community.

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

County Sheriff

13. Approve an Intergovernmental Agreement (IGA) with the City of Sierra Vista for critical mission use of the Airwest Aircraft effective April 8, 2014 to April 8, 2015.

Vice-Chairman Searle moved to approve an Intergovernmental Agreement (IGA) with the City of Sierra Vista for critical mission use of the Airwest Aircraft effective April 8, 2014 to April 8, 2015. Supervisor Call seconded the motion.

Mr. Michael Ortega, County Administrator, presented the item. He gave a brief outline of the situation and noted that the main reason for the IGA was to have law enforcement present in case of emergency if a Sheriff Deputy was not available.

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

Emergency Services

14. Adopt Resolution 14-14 to approve a cooperative Intergovernmental Agreement (IGA) with the Arizona State Forester for protection of forests and wildlands.

Supervisor Pat Call moved to adopt Resolution 14-14 to approve a cooperative Intergovernmental Agreement (IGA) with the Arizona State Forester for protection of forests and wildlands. Vice-Chairman Searle seconded the motion.

Mr. Norm Sturm Emergency Services Director, presented this item. He noted some of the changes and said that the main change is a cost share for the County, which is 10% of the total cost.

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

Fleet Services

15. Approve the renewal of Contract No. IFB 12-22-HFM-04 for Bulk Fuel (unleaded & diesel) to Senergy Petroleum, LLC in the estimated amount of \$2,558,243 for the period of June 12, 2014 through June 11, 2015 for the Fleet Services Department.

Vice-Chairman Searle moved to approve the renewal of Contract No. IFB 12-22-HFM-04 for Bulk Fuel (unleaded & diesel) to Senergy Petroleum, LLC in the estimated amount of \$2,558,243 for the period of June 12, 2014 through June 11, 2015 for the Fleet Services Department. Supervisor Call seconded the motion.

Mr. Terry Hudson, Senior Buyer, presented this item. He said that this was the third year renewing this contract and that there were no changes.

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

Indigent Defense

16. Approve the renewal of various contracts for Indigent Defense Contract Services to 17 Attorneys listed in exhibit A, from July 1, 2014 through June 30, 2015.

Supervisor Call moved to approve the renewal of various contracts for Indigent Defense Contract Services to 17 Attorneys listed in exhibit A, from July 1, 2014 through June 30, 2015. Vice-Chairman Searle seconded the motion.

Mr. Terry Hudson, Senior Buyer, presented this item. Mr. Hudson gave the background and noted that the 17 attorneys had all agreed to the terms of the new contract.

Vice-Chairman Searle stated that a recent article in the National Association of Counties Newsletter had said that this was a state expense, not county expense.

Chairman English noted that this was a big issue since it had a huge impact on the budget and there was no limit to how much could be spent.

Chairman English called for vote at it was approved 3-0.

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

Mr. Ortega said he would be on vacation until early July and that Mr. Jim Vlahovich, Deputy County Administrator, would be in charge during his absence. He thanked the Board for the flexibility and the opportunity to take some time off to spend with his family.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Supervisor Call deferred his report.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Richard Searle

Vice-Chairman Searle deferred his report.

8.

Chairman English adjourned the meeting at 10:52 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Cochise Co. Demands 6.10.14

79326	05/14/2014	Arizona Water Company	\$166.72	79403	05/15/2014	Office of Vital Records	\$4,110.00
79327	05/14/2014	Benson, City of	\$303.77	79404	05/15/2014	Panayiotis A. Ellinas, MD MPH	\$625.00
79328	05/14/2014	Bisbee, City of	\$8,125.16	79405	05/15/2014	Personnel Evaluation Inc.	\$20.00
79329	05/14/2014	CenturyLink	\$4,880.09	79406	05/15/2014	Pima Uniforms	\$601.60
79330	05/14/2014	CenturyLink	\$4,849.61	79407	05/15/2014	Prudential Overall Supply	\$77.98
79331	05/14/2014	CenturyLink	\$99.29	79408	05/15/2014	Purcell's Western State Tire Company	\$9,534.25
79332	05/14/2014	Culligan of Tucson	\$105.92	79409	05/15/2014	Recorded Books, LLC	\$985.56
79333	05/14/2014	Southwest Gas Corporation	\$7,010.83	79410	05/15/2014	Reed, Cynthia - Court Reporter	\$422.80
79334	05/14/2014	Sulphur Springs Valley Elec Coop, Inc.	\$5,817.90	79411	05/15/2014	Reed, Cynthia - Court Reporter	\$91.00
79335	05/14/2014	Sulphur Springs Valley Elec Coop, Inc.	\$433.41	79412	05/15/2014	Robertson, Bonita Shirley	\$900.00
79336	05/14/2014	Valley Telephone Cooperative, Inc.	\$400.96	79413	05/15/2014	Rothrock Investigations	\$1,560.75
79337	05/14/2014	Verizon Wireless	\$36.20	79414	05/15/2014	RWC International, LTD	\$11,310.37
79338	05/14/2014	Verizon Wireless	\$792.12	79415	05/15/2014	San Pedro Valley News-Sun	\$10.63
79339	05/14/2014	Verizon Wireless	\$278.41	79416	05/15/2014	Sascotech	\$97,520.00
79340	05/15/2014	AZ Dept of Administration-Risk Managemt	\$9,387.55	79417	05/15/2014	Schlesinger, Aaron	\$316.80
79341	05/15/2014	Arizona Department of Corrections - Douglas	\$68.00	79418	05/15/2014	Senergy Petroleum LLC	\$31,823.59
79342	05/15/2014	Arizona Department of Corrections - Douglas	\$795.00	79419	05/15/2014	Snyder, Brenda	\$200.00
79343	05/15/2014	Arizona Department of Corrections - Douglas	\$64.00	79420	05/15/2014	Sonora Behavioral Health	\$2,250.00
79344	05/15/2014	Arizona Department of Corrections - Douglas	\$543.75	79421	05/15/2014	Southwest Offset Printing Co., Inc.	\$6,347.00
79345	05/15/2014	Arizona Department of Environmental Quality	\$252.57	79422	05/15/2014	Sparkletts	\$43.98
79346	05/15/2014	Arizona Department of Revenue	\$93.77	79423	05/15/2014	Sparkletts	\$17.75
79347	05/15/2014	Arizona Range News	\$56.90	79424	05/15/2014	Sparkletts	\$29.87
79348	05/15/2014	Arizona State Prison Complex - Fort Grant	\$73.71	79425	05/15/2014	Sparkletts	\$11.95
79349	05/15/2014	Arizona State Prison Complex - Fort Grant	\$3,023.70	79426	05/15/2014	Sparkletts	\$38.44
79350	05/15/2014	Arizona State Prison Complex - Fort Grant	\$205.00	79427	05/15/2014	Sulphur Springs Valley Elec Coop, Inc.	\$723.43
79351	05/15/2014	Arizona State Prison Complex - Fort Grant	\$481.49	79428	05/15/2014	Sulphur Springs Valley Elec Coop, Inc.	\$847.63
79352	05/15/2014	Arizona State Prison Complex - Fort Grant	\$355.00	79429	05/15/2014	Sunsites Trailer Park	\$290.65
79353	05/15/2014	Armstrong Consultants, Inc.	\$65,265.35	79430	05/15/2014	Technical Resource Management, Inc.	\$519.85
79354	05/15/2014	Auletta, Susan P	\$1,500.00	79431	05/15/2014	Transact Commercial Furnishings, Inc.	\$10,225.01
79355	05/15/2014	Baird, Leslie A, CR	\$585.20	79432	05/15/2014	Tucson Medical Center	\$1,184.00
79356	05/15/2014	Baker & Taylor, Inc.	\$521.78	79433	05/15/2014	Tucson Medical Center	\$4,650.00
79357	05/15/2014	Baker, Peterson, Baker & Associates, Inc.	\$1,500.00	79434	05/15/2014	Tucson Medical Center	\$10,075.00
79358	05/15/2014	Bank of America	\$107,078.17	79435	05/15/2014	Tucson Medical Center	\$1,216.00
79359	05/15/2014	Banning Creek Enterprises, LLC	\$6,323.06	79436	05/15/2014	U.S. Healthworks Medical Group of AZ, PC	\$169.00
79360	05/15/2014	Bug-Wiser Exterminating, Inc.	\$815.00	79437	05/15/2014	UniFirst Corporation	\$190.37
79361	05/15/2014	Bug-Wiser Exterminating, Inc.	\$180.00	79438	05/15/2014	United Fire Equipment Co	\$2,380.00
79362	05/15/2014	California Extradition Service LLC	\$1,024.60	79439	05/15/2014	University Physicians Healthcare, Inc.	\$1,000.00
79363	05/15/2014	Canyon State Wireless Inc.	\$3,747.50	79440	05/15/2014	University Physicians Hospital at Kino	\$1,596.50
79364	05/15/2014	CEMEX Construction Materials South, LLC	\$1,474.01	79441	05/15/2014	University Physicians Hospital at Kino	\$2,250.00
79365	05/15/2014	Center for Disease Detection, LLC	\$48.00	79442	05/15/2014	Valley Telephone Cooperative, Inc.	\$34.44
79366	05/15/2014	Center Point Large Print	\$469.74	79443	05/15/2014	Verizon Wireless	\$1,198.89
79367	05/15/2014	CenturyLink	\$725.30	79444	05/15/2014	Verizon Wireless	\$1,217.18
79368	05/15/2014	CenturyLink	\$64.36	79445	05/15/2014	Verizon Wireless	\$390.99
79369	05/15/2014	CenturyLink	\$843.84	79446	05/15/2014	Verizon Wireless	\$40.01
79370	05/15/2014	CenturyLink	\$267.94	79447	05/15/2014	Webb, Thomas	\$200.00
79371	05/15/2014	Cochise Auto Parts, Inc.	\$5.50	79448	05/15/2014	West Press	\$118.91
79372	05/15/2014	Cochise Lock & Safe	\$16.18	79449	05/15/2014	Western Emulsion, Inc	\$33,239.90
79373	05/15/2014	Cochise Private Industry Council, Inc.	\$46,031.00	79450	05/15/2014	Willcox Auto Parts Inc.	\$646.63
79374	05/15/2014	Cochise Private Industry Council, Inc.	\$50,565.00	79451	05/15/2014	Willcox Auto Parts Inc.	\$44.47
79375	05/15/2014	Cochise Supplies, Inc.	\$27.77	79452	05/15/2014	Willcox Rock & Sand Inc.	\$23,300.49
79376	05/15/2014	Cooke, Stephen R.	\$225.00	79453	05/15/2014	Wood, Amanda M.	\$75.00
79377	05/15/2014	Copper Queen Community Hospital	\$1,774.45	79454	05/15/2014	Zumar Industries Inc	\$8,039.91
79378	05/15/2014	CRF Investigations, Inc.	\$5,515.79	79455	05/15/2014	Ash Creek Elementary School District	\$7,000.00
79379	05/15/2014	Deluxe Business Forms	\$388.72	79456	05/15/2014	Bisbee Unified School District #2	\$7,089.14
79380	05/15/2014	Demco Inc.	\$496.18	79457	05/15/2014	Cochise County Finance Revolving Fund	\$30.00
79381	05/15/2014	Deneke, Buffy	\$2,100.00	79458	05/15/2014	Community Intervention Associates	\$20.00
79382	05/15/2014	Desert Hawk Publications, Inc.	\$1,200.00	79459	05/15/2014	Copper Queen Community Hospital	\$17.55
79383	05/15/2014	Diamond Drugs Inc.	\$7,686.47	79460	05/15/2014	DJMI - ARIZONA, INC.	\$3,634.42
79384	05/15/2014	Douglas Dispatch	\$211.25	79461	05/15/2014	Double Adobe Elementary School	\$7,000.00
79385	05/15/2014	Douglas, City of	\$943.00	79462	05/15/2014	Douglas Unified School Dist 27	\$8,964.80
79386	05/15/2014	EBSCO Subscription Service	\$47.66	79463	05/15/2014	Elfrida Elementary School District #12	\$7,000.00
79387	05/15/2014	Empire Southwest LLC	\$3,118.78	79464	05/15/2014	Gonzalez, Brisa Selene	\$517.17
79388	05/15/2014	Gale Group	\$403.44	79465	05/15/2014	Hammock, Paul	\$115.00
79389	05/15/2014	Geodesy	\$10,200.00	79466	05/15/2014	McMurtrie, Don	\$100.00
79390	05/15/2014	Granite Construction Company	\$9,384.17	79467	05/15/2014	McNeal Elementary School District #55	\$7,000.00
79391	05/15/2014	Guinane, Christina Ann	\$763.50	79468	05/15/2014	Naco Elementary School District #23	\$7,000.00
79392	05/15/2014	Hancock, Charles	\$62.72	79469	05/15/2014	Pomerene Elementary Sch Dist64	\$7,000.00
79393	05/15/2014	Jensen's Sierra Vista Mortuary	\$500.00	79470	05/15/2014	San Simon Unified Schools	\$38,367.64
79394	05/15/2014	Keefe Supply Company	\$1,419.20	79471	05/15/2014	Schlesinger, Aaron	\$269.00
79395	05/15/2014	Language Line Services, Inc.	\$56.13	79472	05/15/2014	Searle, Richard	\$820.96
79396	05/15/2014	Law Offices of Joseph Mendoza PLLC	\$9,022.50	79473	05/15/2014	Thompson, Linda	\$16.81
79397	05/15/2014	Long, Jerrod D. DDS	\$1,409.00	79474	05/15/2014	Tombstone Unified School District #01	\$14,776.34
79398	05/15/2014	Merle's Automotive Supply, Inc.	\$210.10	79475	05/15/2014	Topgun Reconstruction	\$812.50
79399	05/15/2014	Mountain Health & Wellness	\$9,000.00	79476	05/15/2014	University Physicians Healthcare, Inc.	\$250.00
79400	05/15/2014	Mundt, Lester E.	\$47.04	79477	05/15/2014	Valley Union High School	\$7,000.00
79401	05/15/2014	NI Government Services Inc	\$235.36	79478	05/15/2014	Willcox Unified School District #13	\$24,034.47
79402	05/15/2014	OCLC Online Computer Library Center, Inc.	\$461.98	79479	05/15/2014	Acuna, Gloria	\$389.48

79480	05/15/2014	Berry, Trudy	\$708.52	79558	05/22/2014	Keefe Supply Company	\$1,187.86
79481	05/15/2014	Carmichael, Barbara	\$275.24	79559	05/22/2014	Lamoree, Candace Jean	\$205.00
79482	05/15/2014	Clement, Sollange	\$347.90	79560	05/22/2014	Lozano, Monica	\$12.89
79483	05/15/2014	Graham, Bethany	\$98.56	79561	05/22/2014	Lugo, Antonio	\$340.00
79484	05/15/2014	Honorable Joseph Knoblock	\$57.12	79562	05/22/2014	Manring, Donald Gene	\$250.00
79485	05/15/2014	James, Shanna	\$120.00	79563	05/22/2014	May, Charles D.	\$200.00
79486	05/15/2014	Maddux, Catherine	\$136.00	79564	05/22/2014	McNeil's Custom Engraving	\$263.38
79487	05/15/2014	Motter, Kay L.	\$223.73	79565	05/22/2014	Merle's Automotive Supply, Inc.	\$1,394.58
79488	05/15/2014	Nelson, Anita	\$32.48	79566	05/22/2014	MGT of America, Inc.	\$14,290.00
79489	05/15/2014	Ponder-Gilby, Lisa Lavon	\$150.40	79567	05/22/2014	Monson, Marcia	\$22.25
79490	05/15/2014	Sawinski, Cindy	\$218.40	79568	05/22/2014	Newport 653 Graphic Design	\$50.00
79491	05/15/2014	Swartz, LaRae	\$192.64	79569	05/22/2014	Nyander, Penny Sue	\$454.70
79492	05/15/2014	Urcadez, Susana	\$61.48	79570	05/22/2014	O'Rielly Chevrolet, Inc.	\$245.17
79493	05/15/2014	Willhite, Michael D.	\$37.00	79571	05/22/2014	O'Rielly Chevrolet, Inc.	\$1,125.04
79494	05/21/2014	AOC Corrections Officer Retire	\$18,516.55	79572	05/22/2014	OfficeMax North America Inc.	\$384.52
79495	05/21/2014	Correction Officers	\$16,779.24	79573	05/22/2014	Olivarria, Daniel	\$1.78
79496	05/21/2014	Public Safety Retirement Syst	\$89,826.95	79574	05/22/2014	Pacific Corrugated Pipe dba Arizona Culvert	\$11,570.35
79497	05/21/2014	Public Safety Retirement Syst	\$22,262.56	79575	05/22/2014	Padilla, Emma	\$12.89
79498	05/21/2014	CenturyLink	\$80.25	79576	05/22/2014	Porta-Pot	\$745.50
79499	05/21/2014	Sprint	\$76.73	79577	05/22/2014	Prisoner Transportation Services America LLC (PTS)	\$2,149.40
79500	05/21/2014	Sulphur Springs Valley Elec Coop, Inc.	\$192.72	79578	05/22/2014	Prudential Overall Supply	\$248.44
79501	05/21/2014	Sulphur Springs Valley Elec Coop, Inc.	\$1,058.82	79579	05/22/2014	Recorded Books, LLC	\$512.56
79502	05/21/2014	Valley Telephone Cooperative, Inc.	\$55.91	79580	05/22/2014	Reed, Cynthia - Court Reporter	\$131.60
79503	05/21/2014	Cochise County Justice Court #2	\$84.03	79581	05/22/2014	Richardson, Trevor	\$100.00
79504	05/21/2014	Aqua Life	\$43.00	79582	05/22/2014	Robertson, Bonita Shirley	\$67.20
79505	05/21/2014	Arizona Water Company	\$1,813.57	79583	05/22/2014	Robertson, Bonita Shirley	\$600.00
79506	05/21/2014	Sierra Vista, City of	\$1,973.36	79584	05/22/2014	Safelite Autoglass Corp.	\$169.12
79507	05/22/2014	Alternative Counseling Service, Inc	\$390.00	79585	05/22/2014	Safety-Kleen, Southwest	\$284.34
79508	05/22/2014	Alternative Counseling Service, Inc	\$280.00	79586	05/22/2014	Schlesinger, Aaron	\$77.00
79509	05/22/2014	Applied Rite Doors & Docks, Inc.	\$1,108.49	79587	05/22/2014	Senergy Petroleum LLC	\$28,652.08
79510	05/22/2014	Arizona Department of Corrections	\$48.00	79588	05/22/2014	Sierra Vista, City of	\$18,944.88
79511	05/22/2014	Arizona Department of Corrections - Douglas	\$89.25	79589	05/22/2014	Simmons, Frances Fitzhugh	\$30.00
79512	05/22/2014	Arizona Department of Corrections - Douglas	\$1,612.75	79590	05/22/2014	Soto, Miguel	\$4.45
79513	05/22/2014	AZ Department of Corrections ASPC-Tucson	\$142.75	79591	05/22/2014	Southern Arizona Children's Advocacy Center-SACAC	\$900.00
79514	05/22/2014	Arizona Range News	\$98.75	79592	05/22/2014	Southern Arizona Legal Aid, Inc. (SALA)	\$500.00
79515	05/22/2014	Arizona Range News	\$28.75	79593	05/22/2014	Southwest Polygraph Services, Inc.	\$750.00
79516	05/22/2014	Arizona State Land Department	\$564.23	79594	05/22/2014	Spence, Cindy	\$22.25
79517	05/22/2014	Arizona State Prison Complex - Fort Grant	\$2,680.00	79595	05/22/2014	Sulphur Springs Valley Elec Coop, Inc.	\$1,093.85
79518	05/22/2014	Arizona Supreme Court	\$103.65	79596	05/22/2014	Sunsites Construction LLC	\$28,681.87
79519	05/22/2014	Arizona Truck Outfitters	\$1,680.29	79597	05/22/2014	Technical Resource Management, Inc.	\$590.00
79520	05/22/2014	Arvizu, Maria Guadalupe	\$12.89	79598	05/22/2014	Teran, Nereyda	\$8.90
79521	05/22/2014	Audio Editions	\$97.57	79599	05/22/2014	Teran, Pedro	\$20.90
79522	05/22/2014	Auletta, Susan P	\$300.00	79600	05/22/2014	Thomson West	\$4,109.34
79523	05/22/2014	Baker & Taylor, Inc.	\$71.75	79601	05/22/2014	Thomson West	\$1,846.00
79524	05/22/2014	BI Incorporated	\$913.71	79602	05/22/2014	Thomson West	\$43.51
79525	05/22/2014	Bisbee Observer	\$20.71	79603	05/22/2014	Tombstone Gold & Silver, Inc.	\$8,481.83
79526	05/22/2014	Budget Towing	\$1,853.00	79604	05/22/2014	UniFirst Corporation	\$213.61
79527	05/22/2014	Byrd, Enrique	\$12.89	79605	05/22/2014	United Fire Equipment Co	\$1,807.16
79528	05/22/2014	Carson, Stephen L PhD	\$800.00	79606	05/22/2014	Valley Telephone Cooperative, Inc.	\$104.61
79529	05/22/2014	CDW Government	\$1,024.92	79607	05/22/2014	Valley Telephone Cooperative, Inc.	\$287.65
79530	05/22/2014	CellAntenna Corporation	\$3,811.12	79608	05/22/2014	Valley Telephone Cooperative, Inc.	\$190.74
79531	05/22/2014	Center Point Large Print	\$85.68	79609	05/22/2014	Voyager Fleet System, Inc.	\$3,114.66
79532	05/22/2014	CenturyLink	\$65.06	79610	05/22/2014	Waxie Sanitary Supply	\$140.94
79533	05/22/2014	CenturyLink	\$128.52	79611	05/22/2014	Willcox Auto Parts Inc.	\$2,722.05
79534	05/22/2014	CenturyLink	\$168.35	79612	05/22/2014	Williams, Nancy N.	\$24.08
79535	05/22/2014	CenturyLink	\$216.73	79613	05/22/2014	WR Ryan Company	\$3,715.86
79536	05/22/2014	Clear Springs Utility, Inc.	\$244.25	79614	05/22/2014	Zuck, Cecilia	\$22.25
79537	05/22/2014	Cochise County Assoc for the Handicapped	\$35.60	79615	05/22/2014	Ash Creek Elementary School District	\$5,829.87
79538	05/22/2014	Costello, Richard	\$94.91	79616	05/22/2014	Bisbee Unified School District #2	\$4,467.76
79539	05/22/2014	CRM of America LLC	\$8,702.97	79617	05/22/2014	Corey, Karen R. MS	\$592.50
79540	05/22/2014	Culligan of Tucson	\$89.73	79618	05/22/2014	Housing Authority of Cochise County	\$36,125.00
79541	05/22/2014	Daniel, Luis	\$0.89	79619	05/22/2014	Kennedy, Megan R	\$850.00
79542	05/22/2014	Deneke, Buffy	\$140.00	79620	05/22/2014	Micholason, Ron	\$84.03
79543	05/22/2014	Deneke, Buffy	\$98.00	79621	05/22/2014	Palominas Public School District #49	\$2,768.27
79544	05/22/2014	Deneke, Buffy	\$600.00	79622	05/22/2014	Schuster, Sarah	\$1,010.13
79545	05/22/2014	Diamondback Police Supply Co	\$5,227.20	79623	05/22/2014	St. David Unified School District #21	\$28,687.85
79546	05/22/2014	Dorado Personnel, Sierra Vista Personnel	\$982.80	79624	05/22/2014	Sullivan, William II R.MD PLLC	\$175.00
79547	05/22/2014	Douglas Dispatch	\$27.00	79625	05/22/2014	Traywick, Catherine L	\$3,956.92
79548	05/22/2014	Durazo, Andy	\$5.34	79626	05/22/2014	Valley Union High School	\$10,834.76
79549	05/22/2014	ExhibitOne Corporation	\$1,359.27	79627	05/22/2014	Wooley, Stacey	\$146.00
79550	05/22/2014	Federal Express Corporation	\$61.93	79628	05/22/2014	Yoder, Katie L.	\$300.44
79551	05/22/2014	Five Star Publishing	\$82.41	79629	05/22/2014	Aguilar, Kathreen M	\$44.00
79552	05/22/2014	Friend, Armando	\$5.34	79630	05/22/2014	Balke, Linda	\$161.84
79553	05/22/2014	Gale Group	\$335.46	79631	05/22/2014	Bannon, Terry	\$102.00
79554	05/22/2014	Gomez-Solis, Vivian	\$25.35	79632	05/22/2014	Champagne, Jacqueline	\$92.40
79555	05/22/2014	Huachuca Oaks Baptist Camp	\$200.00	79633	05/22/2014	Cooper, Renee	\$378.44
79556	05/22/2014	Insight Public Sector	\$1,283.36				
79557	05/22/2014	Jackson Compaction	\$1,570.00				

79634	05/22/2014	De La Cruz, Noriko	\$159.63	79712	05/29/2014	CenturyLink	\$313.16
79635	05/22/2014	Fero, Vincent	\$71.00	79713	05/29/2014	CenturyLink	\$642.31
79636	05/22/2014	Hanson, Britt W	\$294.84	79714	05/29/2014	CenturyLink	\$32.24
79637	05/22/2014	Hill, Bethany	\$40.32	79715	05/29/2014	CenturyLink	\$63.34
79638	05/22/2014	Honorable David Morales	\$439.48	79716	05/29/2014	CenturyLink	\$64.48
79639	05/22/2014	Honorable Joseph Knoblock	\$40.32	79717	05/29/2014	CenturyLink	\$32.18
79640	05/22/2014	Orduno, Elda	\$102.00	79718	05/29/2014	CenturyLink	\$1,748.00
79641	05/22/2014	Romero, Julian Vince	\$145.00	79719	05/29/2014	Cochise Auto Parts, Inc.	\$494.05
79642	05/22/2014	Saathoff, Kristi R.	\$95.00	79720	05/29/2014	Cochise College	\$1,400.00
79643	05/22/2014	Scritchfield, Larry	\$56.73	79721	05/29/2014	Complete Aviation Fuel Systems	\$2,452.01
79644	05/22/2014	Thoutt, Eric	\$71.00	79722	05/29/2014	Complete Aviation Fuel Systems	\$1,418.57
79645	05/23/2014	Banning Creek Enterprises, LLC	\$7,265.54	79723	05/29/2014	Copper Queen Medical Associates	\$64.38
79646	05/27/2014	Pitney Bowes Reserve Account	\$10,000.00	79724	05/29/2014	Crafco, Inc.	\$29,099.11
79647	05/28/2014	Arizona Public Service (APS)	\$1,569.20	79725	05/29/2014	Crowell, Pat	\$8.40
79648	05/28/2014	Arizona Public Service (APS)	\$1,022.33	79726	05/29/2014	Deneke, Buffy	\$900.00
79649	05/28/2014	Arizona Public Service (APS)	\$745.03	79727	05/29/2014	Diamond Drugs Inc.	\$204.87
79650	05/28/2014	Arizona Water Company	\$10,074.12	79728	05/29/2014	DiRoberto, Joseph	\$2,404.11
79651	05/28/2014	Bella Vista Water Company-Liberty Water	\$905.61	79729	05/29/2014	Dorado Personnel, Sierra Vista Personnel	\$546.00
79652	05/28/2014	CenturyLink	\$2,303.81	79730	05/29/2014	Douglas, City of	\$32.60
79653	05/28/2014	CenturyLink	\$64.16	79731	05/29/2014	Ellis Towing LLC	\$333.00
79654	05/28/2014	CenturyLink	\$74.28	79732	05/29/2014	Emily Danies Attorney at Law LLC	\$2,290.00
79655	05/28/2014	Robertson, Bonita Shirley	\$1,500.00	79733	05/29/2014	Empire Exchange LLC	\$35,239.99
79656	05/28/2014	Sulphur Springs Valley Elec Coop, Inc.	\$14,046.07	79734	05/29/2014	Empire Southwest LLC	\$256.71
79657	05/28/2014	Sulphur Springs Valley Elec Coop, Inc.	\$581.80	79735	05/29/2014	Empire Southwest LLC	\$2,660.68
79658	05/28/2014	Valley Telephone Cooperative, Inc.	\$1,182.07	79736	05/29/2014	Exhibits Southwest, Inc.	\$736.44
79659	05/28/2014	Cochise County Finance Revolving Fund	\$41.00	79737	05/29/2014	FasPsych, LLC	\$2,925.00
79660	05/28/2014	Cochise County Justice Court #3	\$9.00	79738	05/29/2014	Federal Express Corporation	\$15.52
79661	05/28/2014	Echternach, Stacey	\$507.00	79739	05/29/2014	Federal Express Corporation	\$21.10
79662	05/28/2014	Fernandez, Albert O.	\$115.00	79740	05/29/2014	Fleet Management Central Office	\$100.00
79663	05/28/2014	Fernandez, Delia	\$115.00	79741	05/29/2014	Granite Construction Company	\$8,351.31
79664	05/28/2014	Gruhn, Matthew	\$80.00	79742	05/29/2014	Hamilton, Linda T.	\$950.00
79665	05/28/2014	Martzke, James F.	\$130.00	79743	05/29/2014	Harris Systems USA, Inc.	\$37,270.68
79666	05/28/2014	Martzke, Vicki J.	\$155.00	79744	05/29/2014	Hurricane Sweeping, LLC	\$17,430.00
79667	05/28/2014	Padia, Valerie E.	\$130.00	79745	05/29/2014	Interstate All Battery Center	\$87.78
79668	05/28/2014	Padia, Virginia R.	\$100.00	79746	05/29/2014	Interstate Battery	\$433.74
79669	05/28/2014	Pitney Bowes Reserve Account	\$10,000.00	79747	05/29/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$29,573.60
79670	05/28/2014	Wooley, Stacey	\$30.00	79748	05/29/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$1,100.00
79671	05/28/2014	Cochise County/Sheakley/National Bank	\$8,038.37	79749	05/29/2014	KE&G Construction Inc.	\$203,155.42
79672	05/28/2014	Correction Officers	\$287.61	79750	05/29/2014	Kuttner, Barbara L	\$14.00
79673	05/28/2014	DCS	\$356.24	79751	05/29/2014	La Cocina Antigua LLC	\$445.12
79674	05/28/2014	General Revenue Corporation	\$128.76	79752	05/29/2014	Law Office of Daniel DeRienzo PLLC	\$7,189.50
79675	05/28/2014	GMAC, c/o Jennifer A. Christie	\$20.72	79753	05/29/2014	Law Offices of Joseph Mendoza PLLC	\$1,370.00
79676	05/28/2014	Public Safety Retirement Syst	\$483.46	79754	05/29/2014	Levitt, Harriette P.	\$1,507.94
79677	05/28/2014	Public Safety Retirement Syst	\$1,231.94	79755	05/29/2014	LexisNexis Matthew Bender	\$104.55
79678	05/28/2014	U.S. Department of Education	\$160.79	79756	05/29/2014	Little Caesars	\$31.74
79679	05/28/2014	United Way	\$80.00	79757	05/29/2014	Long, Jerrod D. DDS	\$1,722.00
79680	05/29/2014	Adele Drumlevitch, Attorney-At-Law	\$3,180.00	79758	05/29/2014	Lowell A. Jensen, PLC	\$1,330.00
79681	05/29/2014	Airwest Helicopters, LLC	\$128,516.13	79759	05/29/2014	Madden Preprint Media	\$317.00
79682	05/29/2014	Anderson, Steven J.	\$250.00	79760	05/29/2014	Mango Languages	\$7,166.00
79683	05/29/2014	Andrew, Kathryn	\$1,719.20	79761	05/29/2014	Manring, Donald Gene	\$250.00
79684	05/29/2014	Arizona Counties Insurance Pool	\$8,324.26	79762	05/29/2014	McEachern, Janelle Esq	\$1,100.00
79685	05/29/2014	Arizona Daily Star (The)	\$95.00	79763	05/29/2014	McGowan, Mark J.	\$8,700.00
79686	05/29/2014	Arizona Department of Corrections - Douglas	\$68.00	79764	05/29/2014	Merle's Automotive Supply, Inc.	\$892.36
79687	05/29/2014	Arizona Department of Corrections - Douglas	\$782.00	79765	05/29/2014	Merle's Automotive Supply, Inc.	\$751.96
79688	05/29/2014	Arizona Department of Corrections - Douglas	\$48.00	79766	05/29/2014	Mindful Lactation	\$240.00
79689	05/29/2014	Arizona Department of Corrections - Douglas	\$669.50	79767	05/29/2014	Natale, Gail Gianasi	\$210.00
79690	05/29/2014	Arizona Department of Corrections - Douglas	\$4,936.19	79768	05/29/2014	Northern Arizona University	\$7,500.00
79691	05/29/2014	Arizona Department of Corrections - Douglas	\$85.00	79769	05/29/2014	O'Rielly Chevrolet, Inc.	\$1,379.08
79692	05/29/2014	Arizona Public Service (APS)	\$1,412.23	79770	05/29/2014	OverDrive, Inc.	\$1,232.20
79693	05/29/2014	Arizona Range News	\$389.80	79771	05/29/2014	Parent, Carol	\$23.52
79694	05/29/2014	Arizona State Prison Complex - Fort Grant	\$370.00	79772	05/29/2014	Pitney Bowes, Inc.	\$1,405.06
79695	05/29/2014	Arizona State Prison Complex - Fort Grant	\$459.68	79773	05/29/2014	Porta-Pot	\$60.00
79696	05/29/2014	Arizona State Prison Complex - Fort Grant	\$2,684.80	79774	05/29/2014	PrevenTronics	\$20,590.89
79697	05/29/2014	Arizona Supreme Court	\$2.50	79775	05/29/2014	Prudential Overall Supply	\$251.17
79698	05/29/2014	Auletta, Susan P	\$1,391.90	79776	05/29/2014	Prudential Overall Supply	\$109.76
79699	05/29/2014	Baker & Taylor, Inc.	\$1,552.74	79777	05/29/2014	Pueblo del Sol Water Company	\$91.47
79700	05/29/2014	Banning Creek Enterprises, LLC	\$5,393.29	79778	05/29/2014	Purcell's Western State Tire Company	\$3,007.11
79701	05/29/2014	Bashas Loss Prevention	\$400.00	79779	05/29/2014	Recorded Books, LLC	\$212.12
79702	05/29/2014	Benson Police Department	\$231.78	79780	05/29/2014	RWC International, LTD	\$1,953.42
79703	05/29/2014	Benson, City of	\$479.95	79781	05/29/2014	Ryan, William F	\$59.92
79704	05/29/2014	Bisbee Observer	\$33.00	79782	05/29/2014	Safelite Autoglass Corp.	\$29.95
79705	05/29/2014	Bisbee, City of (Ambulance)	\$9,387.12	79783	05/29/2014	SAManage USA Inc.	\$26,850.00
79706	05/29/2014	Bob Barker Company, Inc.	\$1,195.31	79784	05/29/2014	Schlesinger, Aaron	\$551.60
79707	05/29/2014	Bourke, Nancy	\$3,427.90	79785	05/29/2014	Senergy Petroleum LLC	\$26,990.79
79708	05/29/2014	Bug-Wiser Exterminating, Inc.	\$180.00	79786	05/29/2014	Senergy Petroleum LLC	\$6,141.65
79709	05/29/2014	Bull Publishing Company	\$4,500.00	79787	05/29/2014	SHI International Corp.	\$64,455.75
79710	05/29/2014	CEMEX Construction Materials South, LLC	\$5,301.45	79788	05/29/2014	SHI International Corp.	\$13,139.42
79711	05/29/2014	CenturyLink	\$66.16	79789	05/29/2014	Sierra Vista Herald/Bisbee Daily Review	\$785.29

79790	05/29/2014	Singleton & Lee	\$3,250.00
79791	05/29/2014	Southwest Gas Corporation	\$127.69
79792	05/29/2014	Sparkletts	\$47.34
79793	05/29/2014	Sparkletts	\$63.53
79794	05/29/2014	Sparkletts	\$63.22
79795	05/29/2014	Speedy Trucking, LLC	\$48.40
79796	05/29/2014	Stamback Septic Service	\$611.50
79797	05/29/2014	Stamback Septic Service	\$210.00
79798	05/29/2014	Stericycle Inc.	\$196.47
79799	05/29/2014	Stericycle Inc.	\$287.56
79800	05/29/2014	Sulphur Springs Valley Elec Coop, Inc.	\$499.71
79801	05/29/2014	The Law Office of Castro & Le, PLLC	\$5,685.50
79802	05/29/2014	Thomson West	\$9,875.65
79803	05/29/2014	Tombstone Gold & Silver, Inc.	\$385.72
79804	05/29/2014	Tombstone Gold & Silver, Inc.	\$660.50
79805	05/29/2014	Truck and Trailer Parts	\$149.70
79806	05/29/2014	U.S. Healthworks Medical Group of AZ, PC	\$169.00
79807	05/29/2014	UniFirst Corporation	\$190.37
79808	05/29/2014	Valley Telephone Cooperative, Inc.	\$130.17
79809	05/29/2014	Vision Business Products	\$48.22
79810	05/29/2014	Watson Chevrolet	\$1,008.68
79811	05/29/2014	Waxie Sanitary Supply	\$142.24
79812	05/29/2014	West Press	\$149.72
79813	05/29/2014	West Press	\$332.41
79814	05/29/2014	Westlawn Chapel & Mortuary	\$500.00
79815	05/29/2014	Willcox Auto Parts Inc.	\$1,297.50
79816	05/29/2014	Willcox Auto Parts Inc.	\$185.02
79817	05/29/2014	WR Ryan Company	\$2,318.59
79818	05/29/2014	Zavadin, Norbert W.	\$56.00
79819	05/29/2014	Arizona Supreme Court	\$274.00
79820	05/29/2014	Benson Unified School District	\$16,994.62
79821	05/29/2014	Bruner, Fred	\$5.04
79822	05/29/2014	Casteel, Joann	\$5.04
79823	05/29/2014	CenturyLink	\$33.08
79824	05/29/2014	Cochise County P&Z	\$415.00
79825	05/29/2014	Cochise Elementary School District #26	\$7,000.00
79826	05/29/2014	DeBee, Jonathan Daniel	\$100.00
79827	05/29/2014	ENCINAS, JOSE F	\$100.00
79828	05/29/2014	Eno, Ijaja	\$120.50
79829	05/29/2014	Fort Huachuca Accommodation Schools	\$7,849.95
79830	05/29/2014	Meracle, Tim	\$100.00
79831	05/29/2014	Pearce Elementary School District #22-3	\$12,023.22
79832	05/29/2014	Reed, Elizabeth	\$5.05
79833	05/29/2014	Reynolds, Warren or Donna	\$5.04
79834	05/29/2014	Rocha, Mario F.	\$5.04
79835	05/29/2014	Tombstone Unified School District #01	\$4,755.01
79836	05/29/2014	Cervantes, Tim	\$17.09
79837	05/29/2014	DeBee, Jonathan Daniel	\$81.00
79838	05/29/2014	Edie, Patricia	\$39.26
79839	05/29/2014	Garcia, Joe	\$6.55
79840	05/29/2014	Gilligan, Edward Thomas	\$532.88
79841	05/29/2014	Hagle, Suzanne	\$75.24
79842	05/29/2014	Haight, Raymond	\$29.12
79843	05/29/2014	Hill, Bethany	\$156.00
79844	05/29/2014	Honorable David Morales	\$27.71
79845	05/29/2014	Hooper, Carl	\$85.00
79846	05/29/2014	Klein, Lois	\$42.56
79847	05/29/2014	Lynch, Jim	\$24.57
79848	05/29/2014	McGee, Michael	\$68.00
79849	05/29/2014	Miller, Carmen	\$49.12
79850	05/29/2014	Nikitas, Danny	\$64.00
79851	05/29/2014	Pitzlin, Maria	\$389.50
79852	05/29/2014	Schneider, Carol	\$1,162.28
79853	05/29/2014	Sipe, Brett Lee	\$58.24
79854	05/29/2014	Taylor, Brandie	\$136.00
79855	05/29/2014	Traywick, Catherine L	\$414.50
79856	05/29/2014	Vickers, Roza	\$133.20
79857	05/29/2014	Watkins, Nathan	\$32.27
79858	05/29/2014	Weissler, Liza Y.	\$21.78
79859	06/02/2014	Ortega, Michael J.	\$970.48
79860	06/02/2014	AOC Corrections Officer Retire	\$18,343.72
79861	06/02/2014	Correction Officers	\$16,884.35
79862	06/02/2014	Public Safety Retirement Syst	\$82,844.61
79863	06/02/2014	Public Safety Retirement Syst	\$22,262.56

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Temporary Extension of Premises Liquor License American Legion #52

Submitted By: Cathy Davis, 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 an application for a temporary Extension of Premises liquor license submitted by Mr. Keith Wilson for American Legion #52 located at 12 Theater Drive, Sierra Vista, AZ 85635 on July 19, 2014, for the American Legion Riders 10th Anniversary Celebration.

Background:

Mr. Keith Wilson has applied for a temporary Extension of Premises/Patio liquor license for American Legion #52 located at 12 Theater Drive, Sierra Vista, AZ 85635. The temporary extension is for July 19, 2014, for the American Legion Riders 10th Anniversary Celebration. The Sheriff's Office has no recommendation and Planning and Zoning has recommended approval of the application. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to serve liquor outside of the established premises.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will forward the Board's decision to the ADLLC.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Completed Review Forms

Hand-delivered on 6/2/14 BOS

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Date payment received _____
CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service. **A non-refundable \$50 fee will apply.** Specific purpose for change: _____

 Temporary change for date(s) of: 19 / 07 / 2014 through 19 / 07 / 2014 List specific purpose for change: _____
American Legion Riders 10 Anniversary Celebration

- Licensee's Name: WILSON Last KEITH First Middle
- Mailing Address: 18 E. JAMES DRIVE City SIERRA VISTA State AZ Zip 85635
- Business Name: AMERICAN LEGION #52 LICENSE #: 14020001
- Business Address: 12 THEATHER DRIVE City SIERRA VISTA COUNTY COCHISE State AZ Zip 85635
- Business Phone: (520) 459-6050 Residence Phone: (520) 227-4744
- Do you understand Arizona Liquor Laws and Regulations? YES NO Email: _____
- Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? / /
- What security precautions will be taken to prevent liquor violations in the extended area? See Attachment
- Does this extension bring your premises within 300 feet of a church or school? YES NO
- IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.**

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

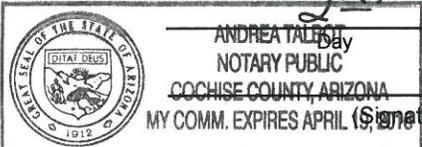
Investigation Recommendation Approval Disapproval by: _____ Date: / /

******After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**
This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature) (Title) (Agency)

I, KEITH WILSON, being first duly sworn upon oath, hereby depose, swear and declare, _____
(Print full name)
under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X [Signature]
(Signature of Owner or Agent)
State of Arizona County of Cochise
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date 2nd June 2014
Month Year

My commission expires on: 4/19/16


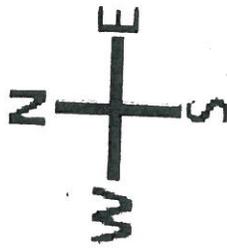
(Signature of NOTARY PUBLIC)

Investigation Recommendation Approval Disapproval by: _____ Date: / /
Director Signature required for Disapprovals _____ Date: / /

Len Roberts Park

Theater Drive

Calvary Rock Church



Canyon Drive

Beer Garden (extended premises)

12' x 40'

Canopies

RV

sign

American Legion Post 52

American Legion Hall

SECURITY PROCEDURES

- 1. FENCED OFF AREA
- 2. WRIST BANDS 21 YEAR+
- 3. "NO ALCOHOL BEYOND THIS POINT" SIGNS
- 4. SECURITY GUARD AT EXITS

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:	Keith Wilson	Address:	12 Theater Drive
Business Name:	American Legion #52	City/Zip:	Sierra Vista 85635
Liquor License #:	14020001	Parcel #:	106-71-127
Ownership Type:	Owner	Liquor License	x
Partner(s):	n/a	Special Event Liquor License	<input type="checkbox"/>

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: N/A – This application is exempt from the 300 foot rule.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
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OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	Zoning:	MH-72
Use permitted by P&Z?	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	Permit#:	N/A
Date Permit Issued:	N/A		Use Permitted:	Lodge
If use not permitted, is it LNC?	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	Year LNC Established:	1973

- 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: June 4, 2014
Contact phone: 520-432-9240	Email: dflores@cochise.az.gov

Return completed form with any attachments by: June 11, 2014

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Keith Wilson Address: 12 Theater Drive
Business Name: American Legion #52 City/Zip: Sierra Vista 85635
Liquor License #: 14020001 Parcel #: 106-71-127
Ownership Type: Owner Liquor License x Special Event Liquor License
Partner(s): n/a

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: Mr. Wilson has not had any felony convictions within the last five years and there have not been a significant number of incidents at the location in the last five years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval <input type="checkbox"/>	Disapproval <input type="checkbox"/>	No Recommendation <input checked="" type="checkbox"/>
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Name: Mark P. Genz Title: Commander
Signature: Ss/Mark P. Genz Date: 061614
Contact phone: (520) 432-9506 Email: mgenz@cochise.az.gov

Return completed form with any attachments by: _____

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 06/24/2014

Approve the renewal of Contract No. IFB 11-43-HFP-04 for Corrugated Metal Pipe and Related Items

Submitted By: Terry Hudson, Procurement

Department: Procurement

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Terry Hudson **TITLE of PRESENTER:** Senior Buyer

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract No. IFB 11-43-HFP-04 for Corrugated Metal Pipe and related items to Arizona Culvert Company in the not to exceed amount of \$75,000 for the period of July 1, 2014 through June 30, 2015 for the Community Development Highway and Floodplain Division.

Background:

This will be the third renewal of Contract No. IFB 11-43-HF9-04 approved by the Board of Supervisors on June 21, 2011. Arizona Culvert Company has agreed to hold their pricing firm for the contract renewal period

Department's Next Steps (if approved):

Execute contracts, process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there was a requirement for corrugated metal pipe resulting in higher prices and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$75,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

The Highway and Floodplain Division has budgeted for this expenditure in the FY 2014-15 annual work plan in fund lines 261-4110-9-413.900. The estimated expenditure does not include any additional IGA work.

Attachments

Arizona Culvert renewal response



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

May 8, 2014

Arizona Culvert Company
Mike Chamberlin
3307 W. Highway 84
Casa Grande, AZ 85193

Re: Contract Renewal #11-43-HFP-04 – Corrugated Metal Pipe

Dear Mr. Chamberlin:

The Cochise County Board of Supervisors approved the renewal of the above referenced contract with your firm on May 21, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

MIKE CHAMBERLIN
Name (Type or print)

DISTRICT ENGINEER
Title

Mike Chamberlin
Signature

5/9/14
Date

"ORIGINAL"

COCHISE COUNTY
 PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C
 Bisbee, Arizona 85603

Invitation for Bids #IFB 11-43-HFP-04
 Corrugated Metal Pipe
*PRICED PER FOOT
 TLH*

SECTION FIVE - BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish Corrugated Metal Pipe (CMP) and various other components in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item #	Description	Manufacturer	Manufacturer Item Number	Unit Price (each)
1	18" Round CMP	AZ. CULVEAT		\$ 17.57
2	18" Arched CMP			\$ 19.37
3	18" Round End			\$ 77.72
4	18" Arched End			\$ 70.71
5	18" Round Band			\$ 12.48
6	18" Arched Band			\$ 12.48
7	24" Round CMP			\$ 23.28
8	24" Arched CMP			\$ 25.68
9	24" Round End			\$ 116.01
10	24" Arched End			\$ 101.36
11	24" Round Band			\$ 15.36
12	24" Arched Band			\$ 15.36
13	30" Round CMP			\$ 29.02
14	30" Arched CMP			\$ 32.02
15	30" Round End			\$ 211.74
16	30" Arched End			\$ 169.83
17	30" Round Band			\$ 18.72
18	30" Arched Band			\$ 18.72
19	36" Round CMP			\$ 34.78
20	36" Arched CMP			\$ 38.38
21	36" Round End			\$ 324.26
22	36" Arched End			\$ 268.63
23	36" Round Band			\$ 22.08
24	36" Arched Band			\$ 22.08

ARIZONA CULVEAT CO.
 Company Name

Mike Chamberlin - MIKE CHAMBERLIN
 Representative Name

COCHISE COUNTY
 PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C
 Bisbee, Arizona 85603

Invitation for Bids #IFB 11-43-HFP-04
 Corrugated Metal Pipe

SECTION FIVE - BID SUBMITTAL (continued)

Bid Item #	Description	Manufacturer	Manufacturer Item Number	Unit Price (each)
25	72" Round CMP	AZ. CULVERT		\$ 84.10
26	72" Arched CMP	}		\$ 91.30
27	72" Round End		\$ 1587.27	
28	72" Arched End		\$ 1921.66	
29	72" Round Band		\$ 49.68	
30	72" Arched Band		\$ 49.68	

Indicate if Contractor will offer a percentage discount off the manufactures published price list for additional items that may be required and are not listed above. N/A %

Delivery:

Indicate an accurate delivery time after receipt of purchase order: 7-10 days.

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: N/A % discount if paid within N/A days or net N/A days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 9.7 %

Contractor agrees to the Intergovernmental Purchasing Agreement, Section 3, paragraph 8, pg. 8 of 21.

Yes No

ARIZONA CULVERT CO. Mike Chamberlin - MIKE CHAMBERLIN
 Company Name Representative Name

* NOTE: PIPES ARE FURNISHED WITH
 A CONTINUOUS LOCK SEAM & ARE NOT

FURNISHED WITH CONTINUOUS BUTT-WELDED SEAMS.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 06/24/2014

Approve the Renewal of Contract No. IFB 11-44-HFP-04 for Concrete and Related Items

Submitted By: Terry Hudson, Procurement**Department:** Procurement**Presentation:****Recommendation:****Document Signatures:****# of ORIGINALS** 0**Submitted for Signature:****NAME****of PRESENTER:****TITLE****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the renewal of Contract No. IFB 11-44-HFP-04 for Concrete and related items for the Community Development Highway and Floodplain Division to various contractors in the not to exceed amount of \$100,000 for the period of July 1, 2014 through June 30, 2015.

Background:

This will be the third renewal of Contract No. IFB 11-44-HF9-04 approved by the Board of Supervisors on June 21, 2011. The Contractors that were awarded contracts are as follows:

Cemex Material
Willcox Rock and Sand, Inc.
Maddux and Sons, Inc.
Klump Materials

Cemex, Willcox Sand & Rock and Klump Materials have agreed to hold their pricing firm for the contract renewal period. Maddux and Sons has requested a .25 per load delivery charge increase. Individual orders are awarded to a Contractor based on the following criteria:

1. Geographical project location
2. Product availability
3. Delivery charge

Department's Next Steps (if approved):

Execute contracts, process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there was a requirement for concrete resulting in higher prices and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$100,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

The Highway and Floodplain Division has budgeted for this expenditure in the FY 2014-15 annual work plan in fund line 261-4110-9-413.900. The estimated expenditure does not include and additional IGA work.

Attachments

Contractors Response



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

Cemex Materials
Robin Dodson
5231 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650

Re: Contract Renewal #11-44-HFP-04 – Concrete

Dear Ms. Dodson;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on May 21, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms. *per attached 5/1/13.*

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Robin Dodson
Name (Type or print)

Territory Manager
Title

R Dodson
Signature

5/8/14
Date

CONCRETE - IFB 11-44-HFP-04

BOS renewal date: 6/12/2012

Contract Term: 7/1/2012 through 6/30/2013

Company Name: Cemex Materials - Sierra Vista, Arizona

Bid Item	Description	Unit Price	Delivery Area	Yes/No	Delivery Charge
1	Concrete, 2,500 psi	\$85.00 per yard	Benson	Yes	\$60.00 per load
2	Concrete, 3,000 psi	\$87.00 per yard	Bisbee	Yes	\$60.00 per load
3	Winter Set, 1%	\$3.00 per yard	Douglas	No	
4	Winter Set, 2%	\$6.00 per yard	Elfrida	Yes	\$90.00 per load
5	Winter Set, 3%	\$9.00 per yard	Portal	No	
6	Winter Set, 4%	\$12.00 per yard	San Simon	No	
7	Summer Set 2 (1) hour	\$2.50 per yard	Sierra Vista, Whetstone, Huachuca City	Yes	No Charge
8	Grout #8, 3,000 psi	\$87.00 per yard	Sunsites, Sunizona	No	
9	Two (2) sack slurry	\$81.00 per yard	Tombstone	Yes	\$60.00 per load
10	Fiber Mesh	\$4.00 per lb.	Willcox	No	
	Free delivery radius	N/A			
	Delivery charge	See delivery area	Minimum load	5 yd	
	Free delivery radius subtracted from destination mileage	N/A	Maximum load	11 yards	

① *

② ** Fuel Surchage Per Load \$26⁰⁰ per load

All other terms & conditions remain the same through 6/30/2014.

Peckson 5/1/13

Hudson, Terry

From: Robin L Dodson [robinl.dodson@cemex.com]
Sent: Thursday, May 08, 2014 10:19 AM
To: Hudson, Terry
Subject: Re: Contract renewal

We are good with another year - we will hold as we know how limited the county budget is and we want to be good partners with y'all! I will sign and mail today. Thanks Terry.

ROBIN DODSON

Territory Manager
CEMEX, Sierra Vista
5231 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650
Cell 520.249.6585 robinl.dodson@cemex.com
Office 520.378.2321 ext. 221
Fax 520.378.6040

From: "Hudson, Terry" <thudson@cochise.az.gov>
To: "rdodson@cemexusa.com" <rdodson@cemexusa.com>
Date: 05/08/2014 09:55 AM
Subject: Contract renewal

Robin,

Please see the attached contract renewal letter. If you want to e-mail me your response and drop the original in the mail I can start working on the Board agenda item.

Please call with any questions, thanks.

Terry Hudson, CPPB
Senior Buyer
Cochise County
Procurement Department
1415 Melody Lane, Bldg C
Bisbee, AZ 85603
phone: 520-432-8391
Fax: 520-432-8397
[attachment "Cemex concrete 3rd renewal.pdf" deleted by Robin L Dodson/US/Cemex]



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

Klump Materials
Matt Klump
P.O. Box 250
Willcox, AZ 85644

Re: Contract Renewal #11-44-HFP-04 – Concrete

Dear Mr. Klump;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on May 21, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Matt Klump
Name (Type or print)

Owner
Title

[Handwritten Signature]
Signature

5/21/14
Date

CONCRETE – IFB 11-44-HFP-04

BOS renewal date: 6/12/2012

Contract Term: 7/1/2012 through 6/30/2013

Company Name: Klump Materials - Bowie, Arizona

Bid Item	Description	Unit Price	Delivery Area	Yes	No
1	Concrete, 2,500 psi	\$105.00 per yard	Benson	X	
2	Concrete, 3,000 psi	\$110.00 per yard	Bisbee		X
3	Winter Set, 1%	\$2.50 per yard	Douglas	X	
4	Winter Set, 2%	\$4.50 per yard	Elfrida	X	
5	Winter Set, 3%	\$6.50 per yard	Portal	X	
6	Winter Set, 4%	\$8.50 per yard	San Simon	X	
7	Grout #8, 3,000 psi	\$125.00 per yard	Sierra Vista		X
8	Two (2) sack slurry	\$100.00 per yard	Sunsites, Sunizona	X	
9	Fiber Mesh	\$5.00 per lb.	Tombstone		X
	Free delivery radius	10 miles	Willcox	X	
	Delivery charge outside delivery radius	\$5.00 per loaded mile	Minimum load	8 yards	
	Free delivery radius subtracted from destination mileage	Yes	Maximum load	11 yards	



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

Maddux & Sons, Inc.
Clinton R. Maddux
4000 N. Leslie Canyon Road
Douglas, AZ 85607

Re: Contract Renewal #11-44-HFP-04 – Concrete

Dear Mr. Maddux;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on May 21, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

_____ Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

CLINTON R. MADDUX
Name (Type or print)

VILE PRESIDENT
Title

Signature

5/21/14
Date

CONCRETE - IFB 11-44-HFP-04**BOS renewal date: 6/12/2012****Contract Term: 7/1/2012 through 6/30/2013****Company Name: Maddux & Sons, Inc. - Douglas, AZ**

Bid Item	Description	Unit Price	Delivery Area	Yes	No
1	Concrete, 2,500 psi	\$93.00 per yard	Benson	X	
2	Concrete, 3,000 psi	\$98.60 per yard	Bisbee	X	
3	Winter Set, 1%	\$2.75 per yard	Douglas	X	
4	Winter Set, 2%	\$5.50 per yard	Elfride	X	
5	Winter Set, 3%	\$8.25 per yard	Portal	X	
6	Winter Set, 4%	\$11.00 per yard	San Simon	X	
7	Grout #8, 3,000 psi	\$101.50 per yard	Sierra Vista	X	
8	Two (2) sack slurry	\$71.00 per yard	Sunites, Sunizona	X	
9	Fiber Mesh	\$5.00 per lb.	Tombstone	X	
	Free delivery radius	10 miles	Willcox	X	
	Delivery charge outside delivery radius	\$3.10 \$3.35 per loaded mile	Minimum load	5 yards	
	Free delivery radius subtracted from destination mileage	Yes	Maximum load	11 yards	



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

Willcox Rock & Sand
Kelly Owen
P.O. Box 156
Willcox, AZ 85644

Re: Contract Renewal #11-44-HFP-04 – Concrete

Dear Ms. Owen;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on May 21, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

_____ Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Kelly L. Owen
Name (Type or print)

President
Title

5/27/14
Date

BID TABUATION IFB 11-44-HFP-04 – Concrete Due Date: 5/26/2011
Cochise County, Procurement Department

Company Name: Willcox Rock and Sand, Inc - Willcox, Arizona

Bid Item	Description	Unit Price	Delivery Area	Yes	No
1	Concrete, 2,500 psi	100.00 95.00 per yard	Benson		X
2	Concrete, 3,000 psi	100.00 105.00 per yard	Bisbee		X
3	Winter Set, 1%	\$5.00 per yard	Douglas		X
4	Winter Set, 2%	\$10.00 per yard	Efrida	X	
5	Winter Set, 3%	\$15.00 per yard	Portal	X	
6	Winter Set, 4%	\$20.00 per yard	San Simon	X	
7	Grout #8, 3,000 psi	\$105.00 per yard	Sierra Vista		X
8	Two (2) sack slurry	85.00 80.00 per yard	Sunsites, Sunizona	X	
9	Fiber Mesh	\$5.00 per lb. yard	Tombstone		X
	Free delivery radius	No	Willcox	X	
	Delivery charge	\$90.00 per hour	Minimum load	None	Delivery fee added
	Free delivery radius subtracted from destination mileage	N/A	Maximum load	10 yards	One hour with delivery

4 yards or less, no free hour,
 \$80 per hour, 1st hour also

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 06/24/2014

Approve the Renewal of Contract No. IFB 13-39-HFP-04 for High and Low Volume Chips

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 0

Submitted for Signature:

**NAME
of PRESENTER:**

**TITLE
of PRESENTER:**

Mandated Function?:

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract No. IFB 13-39-HFP-04 for High and Low Volume Chips for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed amount of \$250,000 for the period of July 1, 2014 through June 30, 2015.

Background:

This will be the first renewal of Contract No. IFB 13-39-HFP-04 approved by the Board of Supervisors on June 25, 2013. The Contractors that were awarded contracts are as follows:

- Tombstone Gold & Silver, Inc.
- AGE Contracting, Inc.
- Maddux and Sons, Inc.
- Willcox Rock and Sand, Inc.

Maddux and Sons has agreed to hold their pricing firm for the contract renewal period. AGE, Tombstone Gold and Silver and Willcox Rock and Sand have requested a price increase as shown in the attached contractors response.

Individual orders are awarded to a Contractor based on the following criteria:

1. Lowest price based on material and the negotiated delivery at the time of order.
2. Availability of material in relationship to the project location.
3. Whether material is to be delivered or picked up by the County.

Department's Next Steps (if approved):

Execute Contracts. Process purchase orders as required. Monitor performance of contracts.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there is a need for chips, which would result in possibly higher prices, and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$250,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

The Highway and Floodplain Division has budgeted sufficiently for this expenditure in the FY 2014-15 budget in fund line 251-4010-9-413.700. The estimated expenditure does not include any additional IGA work.

Attachments

Contractors Response



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

Maddux & Sons, Inc.
Clinton R. Maddux
4000 N. Leslie Canyon Road
Douglas, AZ 85607

Re: Contract Renewal #13-39-HFP-04 – High & Low Volume Chips

Dear Mr. Maddux;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

LEONARD R MADDUX
Name (Type or print)

PRESIDENT
Title


Signature

5/20/14
Date

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**Invitation for Bids #IFB 13-39-HFP-04
Low & High Volume Cover Material (Chips)**

ORIGINAL

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish low and high volume cover material (chips) in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Low Volume Chips

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ <input type="text" value="\$18.00"/> per ton	\$ <input type="text" value="\$18.00"/> per ton	\$ <input type="text" value="\$18.00"/> per ton

Bid Item Two: High Volume Chips

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ <input type="text" value="\$19.75"/> per ton	\$ <input type="text" value="\$19.75"/> per ton	\$ <input type="text" value="\$19.75"/> per ton

Per ton prices shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location(s) 4000 N. LESLIE CANYON ROAD DOUGLAS, AZ 85607

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: _____ % discount if paid within _____ days or net _____ days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 8.90 %

MADDUX & SONS, INC.

Company Name

LENARD R. MADDUX, PRES.

Representative Name

4000 N. LESLIE CANYON ROAD

Street Address

DOUGLAS, AZ 85607

City, State, Zip Code

520-364-7564

Phone Number

tvance@madduxsons.com

E-mail Address



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

Willcox Rock & Sand
Kelly Owen
P.O. Box 156
Willcox, AZ 85644

Re: Contract Renewal #13-39-HFP-04 – High & Low Volume Chips

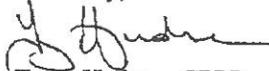
Dear Ms. Owen;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

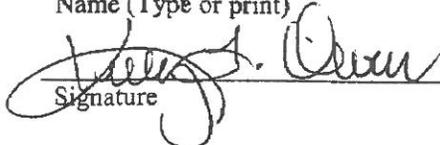
AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

_____ Agree to a one-year renewal at the exact same pricing and terms.

KLO Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Kelly L. Owen
Name (Type or print)

President
Title


Signature

5/27/14
Date

Original

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

Invitation for Bids #FB 13-39-HFP-04
Low & High Volume Cover Material (Chips)

ORIGINAL

SECTION FIVE - BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish low and high volume cover material (chips) in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Low Volume Chips

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 20.10 ^{KLD} per ton	\$ 20.10 ^{KLD} per ton	\$ 20.10 ^{KLD} per ton
<i>ORIGINAL TERM PRICING</i> \$19.10	\$18.83	\$18.56

Bid Item Two: High Volume Chips

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 21.16 ^{KLD} per ton	\$ 21.16 ^{KLD} per ton	\$ 21.16 ^{KLD} per ton
<i>ORIGINAL TERM PRICING</i> \$20.16	\$19.89	\$19.63

Per ton prices shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location(s) 1 1/2 miles off Highway 186, mile post 336

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: _____ % discount if paid within _____ days or net _____ days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 6.1 %

Willcox Rock & Sand, Inc.
Company Name

Kelly L. Owen
Representative Name

1540 E. Maley St.
Street Address

Willcox AZ 85643
City, State, Zip Code

520-384-2181
Phone Number

willcoxrock@gmail.com
E-mail Address



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

AGE Contracting
Larry Harvey
3190 N Silver Hills Drive
Nogales, AZ 85621

Re: Contract Renewal #13-39-HFP-04 – High & Low Volume Chips

Dear Mr. Harvey;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

_____ Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

LAURENCE HARVEY

Name (Type or print)

President

Title

Signature

5/9/14

Date

AGE Contracting Inc.
3190 N. Silver Hills Dr.
Nogales, Az 85621

Item # 1 Low Volume Chips :

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 17.87 per ton	\$ 17.87 per ton	\$ 17.87 per ton

ORIGINAL
TERM PRICING

~~\$ 15.87~~

~~\$ 15.87~~

~~\$ 15.87~~

Item # 2 High Volume Chips:

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 20.98 per ton	\$ 20.98 per ton	\$ 20.98 per ton

ORIGINAL
TERM
PRICING

~~\$ 18.98~~

~~\$ 18.98~~

~~\$ 18.98~~



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

ORIGINAL

May 8, 2014

Tombstone Gold & Silver, Inc.
Scott Davis
1037 S. Old Bisbee Highway
Tombstone, AZ 85638

Re: Contract Renewal #13-39-HFP-04 – High & Low Volume Chips

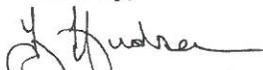
Dear Mr. Davis;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

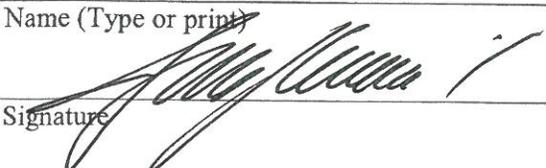
Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

_____ Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

BRIAN MACNISH V-P OPERATIONS
Name (Type or print) Title
 5-13-14
Signature Date

ORIGINAL

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish low and high volume cover material (chips) in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Low Volume Chips

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 16.50 per ton	\$ 16.25 per ton	\$ 16.00 per ton

Original
Term price

\$12.50

\$12.25

\$12.00

Bid Item Two: High Volume Chips

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 16.50 per ton	\$ 16.25 per ton	\$ 16.00 per ton

original
term pricing

\$12.50

\$12.25

\$12.00

Per ton prices shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location(s) 1037 South Old Bisbee Hwy., Tombstone AZ 85638

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: 2.00 % discount if paid within 10 days or net 30 days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 3.437 %

Tombstone Gold & Silver, Inc.

Company Name

Scott Davis

Representative Name

1037 South Old Bisbee Hwy.

Street Address

Tombstone, AZ 85638

City, State, Zip Code

520-255-6231

Phone Number

scott@savageatv.com

E-mail Address

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 06/24/2014

Approve the Renewal of Contract No. IFB 11-48-HFP-04 for Hot and Cold Mix Road Material

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 0

Submitted for Signature:

**NAME
of PRESENTER:**

**TITLE
of PRESENTER:**

Mandated Function?:

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract No. IFB 11-48-HFP-04 for Hot and Cold Mix Road Material to Granite Construction Company in the not to exceed amount of \$165,000 for the period of July 1, 2014 through June 30, 2015 for the Community Development Highway and Floodplain Division.

Background:

This will be the third renewal of Contract No. IFB 11-48-HFP-04 approved by the Board of Supervisors on June 21, 2011. Granite Construction Company agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Execute contracts, process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there was a requirement for hot and cold mix resulting in higher prices and additional workload for both the Procurement and Highway and Floodplain Departments.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: \$165,000

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

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

The Highway and Floodplain Division has budgeted for this expenditure in the FY 2014-15 annual work plan in fund line 251-4010-9-413.700. The estimated expenditure does not include any additional IGA work.

Attachments

Granite Const. renewal response



COCHISE COUNTY PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C, Bisbee, AZ 85603
 Phone: 520-432-8391 Fax: 520-432-8397
 thudson@cochise.az.gov

May 29, 2014

Dennis Mollenbrink
 Granite Construction Company
 P.O. Box 27557
 Tucson, AZ 85726

Re: Contract Renewal #11-48-HFP-04 – Hot and Cold Mix Road Material

Via: E-mail – dennis.mollenbrink@gcinc.com

Dear Mr. Mollenbrink;

The Cochise County Board of Supervisors approved the renewal of the above referenced contract with your firm on July 23, 2013. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the third renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to my attention as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
 Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Dennis Mollenbrink Material Sales
 Name (Type or print) Title

Dennis Mollenbrink 6/4/14
 Signature Date

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 06/24/2014

Approve the Renewal of Contract No. IFB 13-41-HFP-04 for Culvert Cleaning and Maintenance Services

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 0

Submitted for Signature:

**NAME
of PRESENTER:**

**TITLE
of PRESENTER:**

Mandated Function?:

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract No. IFB 13-41-HFP-04 for Culvert Cleaning and Maintenance Services for the Community Development Highway and Floodplain Division to Banning Creek Enterprises, LLC in the not to exceed amount of \$265,000 for the period of July 1, 2014 through June 30, 2015.

Background:

This will be the first renewal of Contract No. IFB 13-41-HFP-04 approved by the Board of Supervisors on July 9, 2013. Banning Creek Enterprises, LLC has agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Execute Contract. Process purchase orders as required. Monitor performance of contracts

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there is a need for culvert cleaning, which would result in possibly higher prices and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: \$265,000

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

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

The Highway and Floodplain Division has budgeted sufficiently for this expenditure in the FY 2014-15 budget in fund line 261-4110-9-413.900. The estimated expenditure does not include any additional IGA work.

Attachments

Bannibg Creek renewal response



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
thudson@cochise.az.gov

May 8, 2014

Banning Creek Enterprises, LLC
Mike Meyer
P.O. Box 4543
Bisbee, AZ 85603

Re: Contract Renewal #IFB 13-41-HFM-04 – Culver Cleaning and Maintenance Services

Dear Mr. Meyer;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on July 9, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

 X Agree to a one-year renewal at the exact same pricing and terms.

 Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

<u>MIKE MEYER</u>	<u>PROJECT MANAGER</u>
Name (Type or print)	Title
<u></u>	<u>5-22-14</u>
Signature	Date

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 06/24/2014

Approve the Renewal of Contract No. IFB 13-40-HFP-04 for Crushed Aggregate Base Material and Riprap

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 0

Submitted for Signature:

**NAME
of PRESENTER:**

**TITLE
of PRESENTER:**

Mandated Function?:

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract No. IFB 13-40-HFP-04 for Crushed Aggregate Base Material and Riprap for the Community Development Highway and Floodplain Division to various Contractors in the not to exceed amount of \$155,000 for the period of July 1, 2014 through June 30, 2015.

Background:

This will be the first renewal of Contract No. IFB 13-40-HFP-04 approved by the Board of Supervisors on June 25, 2013. The Contractors that were awarded contracts are as follows:

- Tombstone Gold & Silver, Inc.
- Maddux and Sons, Inc.
- Klump Materials
- Texas Canyon Rock & Sand
- Empire Homes, Inc.
- Willcox Rock and Sand, Inc.

Empire Homes and Klump Materials have agreed to hold their pricing firm for the contract renewal period. Tombstone Gold & Silver, Maddux & Sons and Willcox Rock & Sand have requested a price increase as shown in the attached renewal responses. Texas Canyon Rock & Sand did not respond to the renewal request.

Individual orders are awarded to a Contractor based on the following criteria:

1. Lowest price based on material and the negotiated delivery at the time of order.
2. Availability of material in relationship to the project location.
3. Whether material is to be delivered or picked up by the County.

Department's Next Steps (if approved):

Execute Contracts. Process purchase orders as required. Monitor performance of contracts.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there is a need for crushed aggregate and riprap which would result in possibly higher prices, and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$155,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

The Highway and Floodplain Division has budgeted sufficiently for this expenditure in the FY 2014-15 budget in fund lines; 251-4010-9-413.700, \$85,000 and 261-4110-9-413.900, \$70,000. The estimated expenditure does not include any additional IGA work.

Attachments

Contractors renewal response



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

May 8, 2014

ORIGINAL

Tombstone Gold & Silver, Inc.
Scott Davis
1037 S. Old Bisbee Highway
Tombstone, AZ 85638

Re: Contract Renewal #13-40-HFP-04 – Crushed Aggregate & Riprap

Dear Mr. Davis;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

BRIAN MACNISH
Name (Type or print)

V-P OPERATIONS
Title

Signature

5-13-14
Date

ORIGINAL

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish crushed aggregate base material and riprap in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Crushed Aggregate Base Material

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 6.50 per ton	\$ 6.25 per ton	\$ 6.00 per ton

\$5.50

\$5.25

\$5.00

Original Term

Bid Item Two: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 1/4" – 4"	\$ 15.00 per ton	\$ 15.00 per ton	\$ 15.00 per ton	\$ 14.50 per ton
3" – 6"	\$ 15.00 per ton	\$ 15.00 per ton	\$ 15.00 per ton	\$ 14.50 per ton
4" – 8"	\$ 15.00 per ton	\$ 15.00 per ton	\$ 15.00 per ton	\$ 14.50 per ton
4" – 12"	\$ 16.00 per ton	\$ 16.00 per ton	\$ 16.00 per ton	\$ 15.50 per ton
8" – 16'	\$ 16.00 per ton	\$ 16.00 per ton	\$ 16.00 per ton	\$ 15.50 per ton
8" – 24"	\$ 16.00 per ton	\$ 16.00 per ton	\$ 16.00 per ton	\$ 15.50 per ton

Per ton prices for bid items 1 and 2 shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location (s) for AB 1037 South Old Bisbee Hwy., Tombstone, AZ 85638

Plant location (s) for Riprap 1037 South Old Bisbee Hwy., Tombstone AZ 85638

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: 2.00 % discount if paid within 10 days or net 30 days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 3.437 %

Tombstone Gold & Silver, Inc.
 Company Name

Scott Davis
 Representative Name

ORIGINAL

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, AZ 85603

Invitation for Bid #IFB 13-40-HFP-04
Crushed Aggregate Base Material & Riprap

Bid Item Addendum – 3/8" Minus Material

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 3.50 per ton	\$3.25 per ton	\$ 3.00 per ton



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: 520-432-8391 Fax: 520-432-8397

Website: www.cochise.az.gov

May 8, 2014

Klump Materials
Matt Klump
P.O. Box 448
Bowie, AZ 85605

Re: Contract Renewal #13-40-HFP-04 – Crushed Aggregate & Riprap

Dear Mr. Klump;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

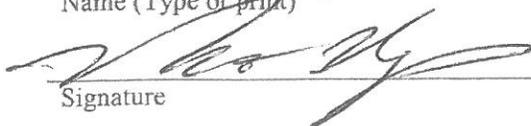
AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

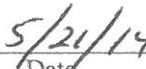
Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.


Name (Type or print)


Title


Signature


Date

COCHISE COUNTY
 PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C
 Bisbee, Arizona 85603

Invitation for Bids #IFB 13-40-HFP-04
 Crushed Aggregate Base Material & Riprap

ORIGINAL

SECTION FIVE - BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish crushed aggregate base material and riprap in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Crushed Aggregate Base Material

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 7.50 per ton	\$ 7.25 per ton	\$ 7.00 per ton

Bid Item Two: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 1/2" - 4"	\$ 8.00 per ton			
3" - 6"	\$ 10.00 per ton			
4" - 8"	\$ 12.00 per ton			
4" - 12"	\$ 12.00 per ton			
8" - 16"	\$ 12.00 per ton			
8" - 24"	\$ 12.00 per ton			

Per ton prices for bid items 1 and 2 shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location (s) for AB Johnson Camp Exit 322 I-10
8300 S. Gold Gulch Rd. Exit 355 I-10

Plant location (s) for Riprap Johnson Camp Exit 322 I-10

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: _____ % discount if paid within _____ days or net _____ days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 6.1 %

Klump Materials
 Company Name

Matt Klump
 Representative Name



COCHISE COUNTY PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C, Bisbee, AZ 85603
 Phone: 520-432-8391 Fax: 520-432-8397
 Website: www.cochise.az.gov

May 8, 2014

Empire Homes, Inc.
 Yolanda Chap
 P.O. Box 637
 Sonoita, AZ 85637

Re: Contract Renewal #13-40-HFP-04 – Crushed Aggregate & Riprap

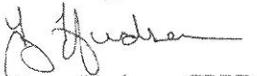
Dear Ms. Chap;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


 Terry Hudson, CPPB
 Senior Buyer

 AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Yolanda Chap Name (Type or print) President Title

Yolanda Chap Signature 5-14-14 Date

COCHISE COUNTY
 PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C
 Bisbee, Arizona 85603

Invitation for Bids #IFB 13-40-HFP-04
 Crushed Aggregate Base Material & Riprap

ORIGINAL

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish crushed aggregate base material and riprap in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Crushed Aggregate Base Material

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 8.50 per ton	\$ 8.25 per ton	\$ 7.65 per ton

Bid Item Two: Riprap

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 1/4" – 4"	\$ No Bid per ton			
3" – 6"	\$ No Bid per ton			
4" – 8"	\$ No Bid per ton			
4" – 12"	\$ No Bid per ton			
8" – 16"	\$ 15.00 per ton	\$ 14.00 per ton	\$ 12.00 per ton	\$ 12.00 per ton
8" – 24"	\$ No Bid per ton			

Per ton prices for bid items 1 and 2 shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location (s) for AB 401 E. Railroad Dr. Huachuca City, AZ

Plant location (s) for Riprap 401 E. Railroad Dr. Huachuca City, AZ

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: 0 % discount if paid within n/a days or net 30 days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 6.1 %

Empire Homes, Inc

Yolanda chap

Company Name

Representative Name



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

May 8, 2014

Maddux & Sons, Inc.
Clinton R. Maddux
4000 N. Leslie Canyon Road
Douglas, AZ 85607

Re: Contract Renewal #13-40-HFP-04 – Crushed Aggregate & Riprap

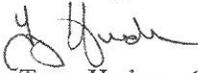
Dear Mr. Maddux;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

_____ Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

LEONARD R. MADDUX PRESIDENT
Name (Type or print) Title

 5/20/14
Signature Date

COCHISE COUNTY
 PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C
 Bisbee, Arizona 85603

Invitation for Bids #IFB 13-40-HFP-04
 Crushed Aggregate Base Material & Riprap

ORIGINAL

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish crushed aggregate base material and riprap in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Crushed Aggregate Base Material

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ <input type="text" value="-\$6.50"/> per ton	\$ <input type="text" value="-\$6.50"/> per ton	\$ <input type="text" value="-\$6.50"/> per ton
<i>\$ 8.00</i>	<i>\$ 8.00</i>	<i>\$ 8.00</i>

Bid Item Two: Riprap

*SEE Attached
 T L H*

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 1/4" – 4"	\$ <input type="text" value="\$25.00"/> per ton			
3" – 6"	\$ <input type="text" value="\$25.00"/> per ton			
4" – 8"	\$ <input type="text" value="\$25.00"/> per ton			
4" – 12"	\$ <input type="text" value="\$25.00"/> per ton			
8" – 16"	\$ <input type="text" value="\$28.00"/> per ton			
8" – 24"	\$ <input type="text" value="\$30.00"/> per ton			

Per ton prices for bid items 1 and 2 shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location (s) for AB 4000 N. LESLIE CANYON ROAD, DOUGLAS, AZ 85607

Plant location (s) for Riprap 4753 W. PAUL SPUR ROAD, DOUGLAS, AZ 85607

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: _____ % discount if paid within _____ days or net _____ days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 8.90 %

MADDUX & SONS, INC.
 Company Name

LENARD R. MADDUX
 Representative Name



Maddux & Sons, Inc.

*4000 N. Leslie Canyon Road
Douglas, AZ 85607*



*L. R. Maddux, President
Clint Maddux, Vice-President
James Maddux, Vice-President*

*Trucking & Excavating
Redi Mix Concrete
Proc. Lic. #184083*

May 20, 2014

Cochise County Procurement Department
4000 N. Leslie Canyon Road
Douglas, AZ 85607

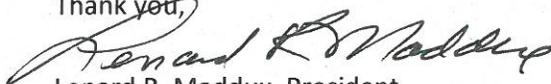
RE: Contract Renewal #13-40-HFP-04 – Crushed Aggregate & Riprap

Attention Terry,

Enclosed is the Crushed Aggregate & Riprap renewal. We are currently renewing the Rip Rap rate and we will not renew the Crushed Aggregate Base Material. We can renew the Crushed Aggregate Base Material at the rate of \$8.00 per ton due to the overall cost of operation and renewal of this past contract for many years .

If you have any questions please don't hesitate to call.

Thank you,


Lenard R. Maddux, President



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

May 8, 2014

Willcox Rock & Sand
Kelly Owen
P.O. Box 156
Willcox, AZ 85644

Re: Contract Renewal #13-40-HFP-04 – Crushed Aggregate & Riprap

Dear Ms. Owen;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 25, 2013 for the period of July 1, 2013 through June 30, 2014. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2014 through June 30, 2015. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

_____ Agree to a one-year renewal at the exact same pricing and terms.

KLO Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Kelly L. Owen
Name (Type or print)

President
Title

Kelly L. Owen
Signature

5/28/14
Date

Original

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

Invitation for Bids #FB 13-40-HFP-04
Crushed Aggregate Base Material & Riprap

ORIGINAL

SECTION FIVE - BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish crushed aggregate base material and riprap in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item One: Crushed Aggregate Base Material

10,000 to 20,000 tons	21,000 to 30,000 tons	31,000 to 40,000 tons
\$ 8.49 per ton	\$ 7.96 per ton	\$ 7.43 per ton

Bid Item Two: Riprap

original Pricing \$12.73

Size	1 to 10 tons	11 to 20 tons	21 to 100 tons	101 tons and above
1 1/2" - 4"	\$ 14.73 per ton			
3" - 6"	\$ 12.73 per ton			
4" - 8"	\$ 14.73 per ton			
4" - 12"	\$ 14.73 per ton			
8" - 16"	\$ 14.73 per ton			
8" - 24"	\$ 12.73 per ton			

Per ton prices for bid items 1 and 2 shall exclude any applicable tax. Prices shall be bid per ton, FOB Contractors plant. If the County requires delivery a delivery charge shall be negotiated at the time of order placement.

Plant location (s) for AB 1 1/2 miles off Highway 186, mile Post 336

Plant location (s) for Riprap SAME

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms: _____ % discount if paid within _____ days or net _____ days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 6.1 %

Willcox Rocks & Sand Inc
Company Name

Kelly L. Owen
Representative Name

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014
Memorandum of Understanding - Enforcement Funds
Submitted By: Mark Genz, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2
NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander
Docket Number (If applicable):
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve a Memorandum of Understanding regarding A.R.S. 41-1724, Arizona Department of Public Safety (DPS) Contract No: 2014-054, providing \$20,800 to the Cochise County Sheriff's Office (CCSO) for enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanctions laws effective July 1, 2014 through June 30, 2015.

Background:

The State of Arizona has provided funding that is being distributed to counties throughout Arizona to help with enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws. The money was distributed to the counties based on their population. Cochise County's portion of this funding comes to \$20,800.00. There is no cost to the county associated with this funding and no matching funds required. The intention of the Sheriff is to utilize these funds to assist with the communications system currently being installed and planned for.

This memorandum has been approved by Deputy County Attorney Terry Bannon.

Department's Next Steps (if approved):

Determine best use of the funds and provide them for that use.

Impact of NOT Approving/Alternatives:

The Sheriff's Office and the county will continue to attempt to find further funding to continue with this project.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval, please return the two signed originals so they can be sent to the state for disbursement of the funds.

Attachments

**MEMORANDUM OF UNDERSTANDING
REGARDING A.R.S. §41-1724**

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cochise County Sheriff's Office, hereinafter referred to as "CCSO".

This MOU serves as notification for the release of funds designated for CCSO by the State and passed through DPS for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws. The funding may also be utilized for county jail costs relating to illegal immigration.

I. PARTICIPATION

DPS agrees to provide CCSO with \$20,800 pursuant to A.R.S. §41-1724.

CCSO agrees to utilize the funding solely for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws, as well as county jail reimbursement costs relating to illegal immigration.

CCSO certifies its agency will comply with A.R.S. §11-1051 to the fullest extent of the law.

II. FUNDING

DPS shall disburse \$20,800 to CCSO as follows:

- \$20,800 by January 15, 2014 (or as soon after execution of the MOU as practical)

III. RECORDKEEPING

All records regarding the MOU must be retained for five (5) years after expiration of the MOU in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

IV. EFFECTIVE DATE/DURATION

The terms of this MOU shall become effective upon the date the last signature is obtained.

The duration of this MOU shall be the fiscal year, July 1st through June 30th, and will renew annually pending review and approval of subaccount funds by the State Legislature. If funds are not appropriated to support this MOU, DPS will provide written notice to CCSO notifying them of termination of funding and cancellation of the MOU.

V. CANCELLATION

All parties are hereby put on notice that this MOU is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

VI. COMMUNICATION

Any notice required to be given under the MOU will be provided by mail to:

Gang Enforcement Bureau Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

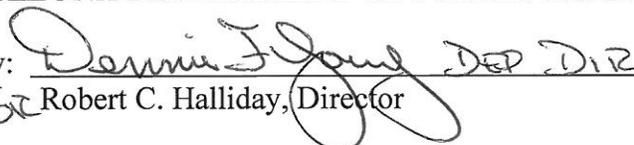
Sheriff Mark J. Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, Arizona 85603

VII. VALIDITY

This document contains the entire understanding between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this MOU is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this MOU to be executed by the proper officers and officials.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

By: 
For Robert C. Halliday, Director

Date: 5/7/14

APPROVED AS TO FORM:


Assistant Attorney General

Date: 5/2/14

COCHISE COUNTY SHERIFF'S OFFICE

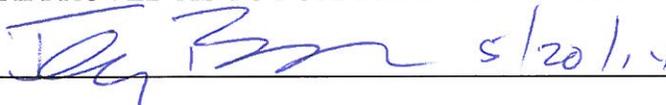
By: 
Mark J. Dannels, Sheriff

Date: 5/15/14

By: _____
Authorizing County Official

Date: _____

APPROVED AS TO FORM AND LEGAL AUTHORITY:

 5/20/14

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014
ACJC Drug Gang and Violent Crime Grant Agmt
Submitted By: Rich Morales, County Sheriff
Department: County Sheriff
Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 2
Submitted for Signature:

NAME
of PRESENTER:

TITLE
of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

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

Information

Agenda Item Text:

Approve Grant Agreement DC-15-2003 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Sheriff's Office (CCSO) for a term of July 1, 2014 through June 30, 2015 in the amount of \$131,197 with a county match of \$32,799.

Background:

Arizona Criminal Justice Commission Drug Gang and Violent Crime Control Grant Agreement between the Arizona Criminal Justice Commission and the Cochise County Sheriff's Office for the period from July 1, 2014 through June 30, 2015, to cover overtime and fringe benefits equaling \$131,197.00 for members participating in the Cochise County Sheriff's Office Narcotics Enforcement Team; County match is \$32,799.00.

Department's Next Steps (if approved):

Once approved a funding line will be established to cover overtime expenditures in part as operations by the Narcotics Enforcement Team, Souther Arizona Border Region Enforcement team and K9 units necessitate the draw down of the money.

Impact of NOT Approving/Alternatives:

If not funded additional overtime money will be requested to cover operational expenses through General Funds or we will have a degradation of details to interdict narcotics and human smuggling.

To BOS Staff: Document Disposition/Follow-Up:

Once Approved and signed by the board provide both signed copies to the Sheriff's Office to be sent to the Arizona Criminal Justice Commission to be fully executed. Once executed a signed original will be returned to the board for filing.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 32,799.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year:

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

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

County Match Required? (\$\$\$): 32,799.00

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

Source of Funding?: Rico

Fiscal Impact & Funding Sources (if known):

Fiscal Year:

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 24,927.43

Source of Funding?: RICO

Fiscal Impact & Funding Sources (if known):

Attachments

DGVCG DC-15-003 grant

DGVCC grant award letter DC-15-003

Grant Approval form



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

ACJC Grant Number DC-15-003
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2014, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2014 and terminate on June 30, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Sheriff's Office
205 Judd Dr
Bisbee, Arizona 85603
Attn: **Sheriff Mark Dannels**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	Not Approved
Fringe Benefits (for salaries/overtime)*	\$41,193.00
Overtime	\$90,004.00
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$131,197.00
Positions Funded: Overtime only	
Equipment Type: Not Approved	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$52,479.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$45,919.00. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$32,799.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds

are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include

documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

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

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

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

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. 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. If the GRANTEE is a State agency this paragraph does not apply.
36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is

applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*

<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2013-DJ-BX-0049 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:
Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such

systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
3. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
4. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
5. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
6. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
7. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
8. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
9. Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy.

Authorized Official Initials: _____

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

FOR GRANTEE:

Chairman of the Board of Supervisors

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

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

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

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

Exhibit "A" Page 2

2. **Business Automobile Liability**

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

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

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

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



Arizona Criminal Justice Commission

Chairperson
BILL MONTGOMERY
Maricopa County Attorney

Vice-Chairperson
DAVID K. BYERS, Director
Administrative Office of the Courts

JOSEPH ARPAIO
Maricopa County Sheriff

JOSEPH R. BRUGMAN, Chief
Coolidge Police Department

TIMOTHY J. DORN, Chief
Gilbert Police Department

CLARENCE DUPNIK
Pima County Sheriff

CHRIS GIBBS, Mayor
City of Safford

ROBERT C. HALLIDAY, Director
Department of Public Safety

TOM HORNE
Attorney General

DREW JOHN
Graham County Supervisor

BARBARA LAWALL
Pima County Attorney

BRIAN LIVINGSTON, Chairperson
Board of Executive Clemency

SHEILA POLK
Yavapai County Attorney

WILLIAM PRIBIL
Coconino County Sheriff

CHARLES RYAN, Director
Department of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

DANIEL G. SHARP, Chief
Oro Valley Police Department

STEVEN SHELDON
Former Judge

MARK SPENCER
Law Enforcement Leader

Executive Director
John A. Blackburn, Jr.

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

June 9, 2014

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 Judd Dr
Bisbee, AZ 85603

**RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2015
Cycle 28 Award, DC-15-003**

Dear Sheriff Dannels:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 27, FY 2014 Drug, Gang and Violent Crime Control Program.

Paragraphs 6 and 7 of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the attached agreement and accompanying documentation as revisions or new requirements have been included. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable. Required document forms can be accessed at this link: [DGVCC Reporting Forms](#).

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Activity report forms can be accessed at this link: [DGVCC Reporting Forms](#).

If you have any questions, please contact Amanda Zibell at azibell@azcjc.gov or 602-364-1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Program Manager
Drug, Gang, and Violent Crime Control Program

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Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

HIDTA Grant HT-14-2330 for Sheriff's Office Participation in Southeastern Arizona Major Investigative Team (SAMIT) task force

Submitted By: Rich Morales, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:

NAME of PRESENTER: Rich Morales

TITLE of PRESENTER: Lieutenant

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-14-2330 with a term of January 1, 2014 to December 31, 2015 providing a total of \$239,381 in salary, employee related expenses, overtime, vehicle / aircraft expenses and equipment to assign two deputy sheriffs to the Southeastern Arizona Major Investigative Team (SAMIT), a U.S. Drug Enforcement Administration drug enforcement task force.

Background:

The Arizona HIDTA created a Drug Enforcement Administration (DEA) headed task force, the Southeastern Arizona Major Investigative Team (SAMIT), to replace the Border Alliance Group and has provided funding for the Sheriff's Office to assign two deputy sheriffs to the SAMIT task force. Those personnel whose salary was previously paid by the HIDTA will continue to conduct drug enforcement operations; however those operations will be focused with greater emphasis upon community based drug dealing as opposed to transnational trafficking as was required by HIDTA. Thus, the Sheriff's Office will continue to pursue transnational drug trafficking organizations via the SAMIT task force, and will also focus on local drug dealers who have a more direct negative impact to the quality of life in Cochise County.

Department's Next Steps (if approved):

Upon approval, the Sheriff's Office will continue to have two deputy sheriffs assigned to the SAMIT task force, as well as assign other deputies to more aggressively pursue community based, local drug dealers.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will be unable to maintain two deputy sheriff positions in to the Southeastern Arizona Major Investigative Team.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval, please return both original copies to the Sheriff's Office so that they can be forwarded to the Tucson Police Department, the fiduciary for the Arizona HIDTA.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: 34,500.77

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year:

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 34,500.77

Source of Funding?: RICO

Fiscal Impact & Funding Sources (if known):

Attachments

[HIDTA 14 grant](#)

[HIDTA grant 14 adjustment notice](#)

[Grant approval form](#)



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

COT Grant Number *HT-14-2330*

This Grant Agreement is made this 1ST day of January 2014 by and between the CITY OF TUCSON hereinafter called "CITY" and GOVERNING BODY, through Cochise County Sheriff's Office hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

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

1. This Agreement will commence on January 1, 2014 and terminate on December 31, 2015. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the Southern Arizona Major Investigative Team (SAMIT).
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

Cochise County Sheriff's Office
 250 North Judd Drive
 Bisbee, AZ 85603
 Attn: Cochise County Board of Supervisors

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$104,000.00
Fringe Benefits	\$58,981.00
Overtime	0.00
Travel	\$1400.00
Facilities	0.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$164,381.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

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

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).

19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: *Excluded Parties Listing System* <http://epls.arnet.gov>

20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
 26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
 27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
 28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

FOR GRANTEE:

Board of Supervisors

Date

Printed Name and Title

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

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.

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

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.

- F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

**CITY OF TUCSON
GRANT AGREEMENT
ADJUSTMENT NOTICE**

Grantee Name and Address: Cochise Co Sheriff 205 N. Judd Drive Bisbee, AZ 85603	Grant Number: HT-14-2330 Initiative Name : Southeastern Arizon Major Invesigative Team, SAMIT
Date: <p style="text-align: center;">5/13/2014</p>	Prepared By: <p style="text-align: center;">Minnette Powell</p>
Project Title: High Intensity Drug Trafficking Area - Cycle 24	Adjustment Number: <p style="text-align: center;">GAN #1</p>
Adjusted Grant Award Amount	
Original Grant Award Amount:	\$ 164,381.00
Grant Award Adjustment:	75,000.00
Adjusted Grant Award Amount:	\$ 239,381.00
Adjusted Grant Period	
FROM Original Grant Period Ending Date: 1/1/2014	TO Grant Period Ending Date: 12/31/2015
Budget Adjustment	
FROM Original Budget:	TO Adjusted Budget:
Amount	Amount
Personnel 104,000.00	Personnel \$ 104,000.00
ERE 58,981.00	ERE \$ 58,981.00
Overtime 1,400.00	Overtime \$ 18,602.00
Travel -	Travel \$ 7,798.00
Facilities -	Facilities \$ -
Services -	Services \$ -
Equipment -	Equipment \$ -
Supplies -	Supplies \$ 50,000.00
Other -	Other \$ -
Total: \$ 164,381.00	Total: \$ 239,381.00
Other Adjustments and Information	
ID:40427- Awarding additional funds to Cochise County Sheriff for SAMIT activities; \$50K for aircraft fuel to support SAMIT drug investigations; \$17,202 for SAMIT OT (OT fringe is not an allowable use of these funds); and \$7798 for K9 unit training costs. (GAN 1).	
Prepared By: Name and Title Minnette Powell Lead Management Analyst/HIDTA	Approved By: Name and Title Richard Prater Management Coordinator

logged in grant worksheet

Reprogramming ID 40427

Status Posted

FY 2014

Create By pgill

HIDTA Internal ID

Date Modified

Posted By bkempshall

Date Posted 5/6/2014 7:17:56 PM

Justification SA (HIDTA) - Awarding additional funds to Cochise County Sheriff for SAMIT activities: \$50,000 for aircraft fuel to support SAMIT drug investigations; \$17,202 for SAMIT overtime (overtime fringe is not an allowable use of these funds); and \$7,798 for K9 unit training costs.

Initiative	Award Recipient	Resource Recipient	Account	Increase	Decrease	Remarks
Arizona Region Support (ARS)	City of Tucson	Tucson Police Department	Services (Services)		\$75,000.00	
Southeastern Arizona Major	City of Tucson	Cochise County Sheriffs	Overtime (Overtime)	\$17,202.00		
Southeastern Arizona Major	City of Tucson	Cochise County Sheriffs	Travel (Travel)	\$7,798.00		
Southeastern Arizona Major	City of Tucson	Cochise County Sheriffs	Supplies (Supplies)	\$50,000.00		
Total				\$75,000.00	\$75,000.00	

Approvals

DTA Financial Manager pgill 5/6/14
 HIDTA Director bkempshall 5/6/14
 ONDCP (Programmatic Review)
 National Director
 ONDCP (Fiscal Review)

Grant Summary

Grant	Increase	Decrease
G14SA0007A	City of Tucson \$75,000.00	\$75,000.00

Budget Detail

2014 - SWB - Arizona

Initiative - Southeastern Arizona Major Investigative Team(SAMIT)

Award Recipient - City of Tucson (G14SA0007A)

Resource Recipient - Cochise County Sheriff's Office

Interdiction

Current Budget (net of reprogrammed funds) \$164,381.00

Personnel	Quantity	Amount	Comments
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Investigative - Law Enforcement Officer	2	\$104,000.00	Kevin Janke; New position/vacant
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Total Personnel	2	\$104,000.00	
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Fringe	Quantity	Amount	Comments
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Investigative - Law Enforcement Officer	2	\$58,381.00	
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Overtime	2	\$600.00	
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Total Fringe	4	\$58,981.00	
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Overtime	Quantity	Amount	Comments
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Investigative - Law Enforcement Officer	2	\$1,400.00	
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Total Overtime	2	\$1,400.00	
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Total		\$164,381.00	
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REQUEST FOR 2014 SUPPLEMENTAL FUNDS

Requests for 2014 Supplemental Funds should be submitted to Arizona HIDTA Executive Director Elizabeth Kempshall at sripley@azhidta.org.

(All to not exceed total of \$500,000)

Requestor's Name: Mark P. Genz, Commander, Cochise County Sheriff's Office

Task Force: SAMIT

Amount Requested: \$82,800

Allocation by Agency:

Agency Name	Amount
Cochise County Sheriff's Office	\$82,800

\$50,000

[Handwritten signatures and initials]

Program Category (check all that apply):

- Personnel
- Travel
- Equipment
- Fringe (ERE)
- Facilities
- Supplies *-fuel*
- Overtime
- Services
- Other

Justification for Funds (describe how funds will enhance your Initiative's ability to address the identified threats in Arizona):

The air support program in Cochise County was designed to provide a priority response to incidents such as officer involved shootings or assaults, search and rescue, high priority pursuits, etc.. The Sheriff's Office is willing to provide air support to support drug investigations and interdiction operations being conducted by members of the SAMIT task force, if funding is available to support the additional fuel costs associated with these additional missions. It is anticipated the additional flight time will be approximately 6 additional hours per month; therefore, the Cochise County Sheriff's Office is requesting \$82,800 to purchase fuel and operating costs for the Bell 205 L4 helicopter.

[Handwritten Signature]
Requestor's Signature

5/1/14
Date

For HIDTA Use: Concur / Non-Concur *\$50,000*

Elizabeth Kempshall
Director's Signature

5-2-14
Date

The Cochise County Sheriff's Office, through the generosity of a private foundation is starting up an air support program. This program consists of the lease of a Bell 206 L4 helicopter. This helicopter will be based at the Sierra Vista Regional Airport in the facility with Airevac.

This program is a joint effort between the Cochise County Sheriff's Office and the Sierra Vista Police Department. The Sheriff's Office is the lead agency of this program.

The air support program will provide several things. First and foremost, it will provide a priority response to incidents such as officer involved shootings or assaults, search and rescue, high priority pursuits etc. The other mission is in support of our border team. This team responds to areas of high human and drug smuggling. This is in response to complaints and intelligence provided by the citizens of Cochise County, especially the rural residents and ranching community. This team's responsibility is to respond to these areas in support of the citizens and the intrusion onto their property. The team's mission is not to sit on the border to prevent crossing but to be proactive in stopping what has already crossed the line.

The foundation is providing a limited amount of hours to be used during a month. This is limited to 30 hours a month for 8 months and 40 hours a month for the remaining 4 months. The 30 hour/month rate equates to 1 hour of flight time per day. Although the exact hours that will need to be flown are unknown at this time, this leaves little available time for support of the human and drug smuggling mission.

The contract specifies that the hourly rate in excess of the 30 and 40 hour blocks will cost \$900/hour plus an estimated fuel cost of \$237/hour. Fuel has been steadily rising since the contract was written and it is anticipated to continue to rise. With the hourly rate and estimated fuel, the cost for one hour of operation is \$1137. With fuel on the rise an estimated cost of \$1150/hour is being used in this request.

The Cochise County Sheriff's Office is requesting funding to provide additional air support for the smuggling interdiction mission. We are requesting an additional 6 hours of flight time per month which equates to an estimated \$82,800.

Thank you in advance for your assistance in this matter.



REQUEST FOR 2014 SUPPLEMENTAL FUNDS

Requests for 2014 Supplemental Funds should be submitted to Arizona HIDTA Executive Director Elizabeth Kempshall at sripley@azhidta.org.

[Tab to advance to each field]

Requestor's Name: Lt. Rich Morales

Task Force: SAMIT

Amount Requested: \$25,000

Allocation by Agency:

Agency Name	Amount
Cochise County Sheriff's Office	25,000.00

Program Category *(check all that apply):*

- Personnel
- Travel
- Equipment
- Fringe (ERE)
- Facilities
- Supplies
- Overtime
- Services
- Other

Justification for Funds (describe how funds will enhance your Initiative's ability to address the identified threats in Arizona): SAMIT is conducting multiple investigations into DTO's operating in Cochise County and southern Arizona. A second funded position for the Cochise County Sheriff's Office / SAMIT task force was created and filled in late 2013. Currently there are no overtime funds for the second task force position. This will create an enormous burden with the SAMIT task force trying to continue their ongoing investigations. A total of \$17,202 is requested for overtime funding. The Cochise County Sheriff's Office recently added four K9 units in 2013. A fifth K9 unit will be added in 2014. The K9 units have assisted SAMIT with multiple investigations. \$7,798.00 is being requested to assist in training costs for the K9 unit.

Rich Morales
Requestor's Signature

3/24/14
Date

For HIDTA Use: <input checked="" type="checkbox"/> Cancel / <input type="checkbox"/> Non-Concur	
<u>Elizabeth Kempshall</u> Director's Signature	<u>Elizabeth Kempshall</u> Date
Comments: <u>Journal 404a7</u>	
Amount Approved: \$ <u>25,000</u>	Notification Sent: <u>5/6/14</u>

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Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Family Counseling FY2015

Submitted By: Tracey Rocco, Juvenile Probation

Department: Juvenile Probation

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Denise Caraballo

TITLE of PRESENTER: Probation Services Division Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Adopt Resolution 14-15 to approve fiscal year 2014-15 Family Counseling Funding as provided by the Arizona Supreme Court, Administrative Office of the Courts (AOC), Juvenile Justice Services Division (JJSD), and the required \$4,048 matching funds as budgeted in the general fund budget submitted by Juvenile Court Services.

Background:

Juvenile Court Services receives the funding from the AOC and together with the matching funds from the county can provide counseling services for families within Cochise County that would otherwise not be able to pay for services themselves.

Department's Next Steps (if approved):

Juvenile Court Services will send the signed documents to the AOC for processing of revenue for FY2015.

Impact of NOT Approving/Alternatives:

No funding for family counseling services to the families within Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

Please call 432-7523 for pick up after Board Resolution has been signed by Ann English, Chair, Board of Supervisors.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available: 4048.00

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2015

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 4048.00

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

Source of Funding?: AOC

Fiscal Impact & Funding Sources (if known):

Annual match from county general fund is budgeted as appropriate in the FY2015 budget submitted for Board of Supervisors approval/adoption.

Attachments

Family Counseling

Court Certification

FY15 Allocation

RESOLUTION 14- ____

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING
(FISCAL YEAR 2014-2015)**

The Cochise County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section ' 8-261 through ' 8-265 for fiscal year 2014-2015.

The Board of Supervisors resolves that \$4,048 in matching funds will be provided by this county's Board of Supervisors for Cochise County, Arizona.

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

Ann English, Chair,
Board of Supervisors

ATTEST:

Arlethe Rios
Clerk of the Board

APPROVED AS TO FORM:

Adam Ambrose
Civil Deputy County Attorney

Please file with:

**Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: Steve Tyrrell, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

FAMILY COUNSELING

**FISCAL YEAR 2014-2015
Court Certification**

- I. The Juvenile Division of the Superior Court in Cochise County certifies that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be made available for family counseling services.

- II. The Juvenile Division of the Superior court in Cochise County certifies that the amount of aid provided by the state and county to a family counseling program pursuant to this article does not exceed 70% of the program=s annual operating budget.

- III. (Complete if information is not contained in the Annual Resolution of the Board of Supervisors.)

The Juvenile Division of the Superior Court in Cochise County certifies that the matching funds as required in A.R.S. Section ' 8-261(4) and ' 8-265(A) have been provided by the county for fiscal year 2014-2015 as follows (include amounts and explanation):

Presiding Juvenile Court Judge

Date

**Please file with:
Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: Steve Tyrrell, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

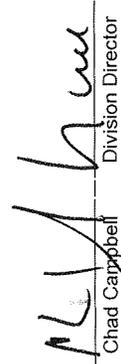
FAMILY COUNSELING
FUND ALLOCATION SCHEDULE
FY 2015

COUNTY	JUVENILE POPULATION 17 & UNDER	PERCENTAGE OF TOTAL	BASE ENTITLEMENT	*POPULATION ALLOCATION	*TOTAL BUDGET ALLOCATION	COUNTY MATCH	FIRST DISTRIB. OCT. 31, 2014	*SECOND DISTRIB. APR. 15, 2015
Apache	21,290	1.2673%	5,000	7,482	12,482	3,121	6,946	5,536
Cochise	31,846	1.8956%	5,000	11,192	16,192	4,048	8,872	7,320
Coconino	31,855	1.8961%	5,000	11,195	16,195	4,049	8,950	7,245
Gila	11,549	0.6874%	5,000	4,058	9,058	2,265	4,992	4,066
Graham	11,008	0.6552%	5,000	3,866	8,866	2,217	4,887	3,979
Greenlee	2,304	0.1371%	5,000	809	5,809	1,452	3,209	2,600
La Paz	3,795	0.2259%	3,000	1,334	4,334	1,084	2,660	1,674
Maricopa**	1,040,017	61.9063%	5,000	365,498	370,498	92,625	0	0
Mohave	40,366	2.4028%	5,000	14,186	19,186	4,797	10,653	8,533
Navajo	31,764	1.8907%	5,000	11,163	16,163	4,041	8,960	7,203
Pima	231,087	13.7553%	5,000	81,211	86,211	21,553	47,335	38,876
Pinal	109,661	6.5275%	5,000	38,538	43,538	10,885	23,624	19,914
Santa Cruz	14,608	0.8695%	2,000	5,134	7,134	1,784	3,667	3,467
Yavapai	39,926	2.3766%	5,000	14,031	19,031	4,758	10,481	8,550
Yuma	58,911	3.5066%	5,000	20,703	25,703	6,426	14,072	11,631
TOTAL	1,679,987	100.00%	70,000	590,400	660,400	165,100	159,308	130,594

Source: Arizona Department of Economic Security, Research Administration,
Population Statistics Unit. Arizona population projections for
2012-2050.

*Total reflects rounding adjustments.
**AOC to retain funds.

APPROVED:


Chad Carpbell
Division Director

GRAND TOTAL

660,400

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014
Ed-Options Non-Concurrent Enrollment Contract with CCJCS for FY2015
Submitted By: Tracey Rocco, Juvenile Probation
Department: Juvenile Probation
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

NAME of PRESENTER: Patrick Schmitt
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Detention Services Division Director
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Non Concurrent Enrollment Contract between Cochise County Juvenile Court Services (CCJCS) and Educational Options Foundation, (Ed-Options) for program equipment and supplies to provide online education services from July 1, 2014 through June 30, 2015.

Background:

Ed Options provides online education services and the equipment to access online services. CCJCS programming staff are funded by the Arizona Supreme Court-Administrative Office of the Courts (AOC) and the Arizona Department of Education (ADE). The county population served are primarily juveniles that are either on probation or from the general public that cannot function in a regular public school setting due to behavioral or criminal activity. There are no matching funds required from the county.

Department's Next Steps (if approved):

Notify Ed Options, Vice President Jeff Sawner that CCJCS is approved for FY2015.

Impact of NOT Approving/Alternatives:

No funding to continue providing connectivity for the educational services thereby resulting in reduced effectiveness in serving public and juvenile offenders.

To BOS Staff: Document Disposition/Follow-Up:

Not applicable.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 2500.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 143-1200-1220-399.000

Fund Transfers

Fiscal Year: 2015

One-time Fixed Costs? (\$\$\$): 0.00

Ongoing Costs? (\$\$\$): 0.00

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

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

Source of Funding?: Ed Options

Fiscal Impact & Funding Sources (if known):

Budgeted revenue conservatively for FY2015 at \$2500.00 but could be higher revenue depending upon juvenile population enrolled. The Educational Options Foundation (Ed Options) is providing revenue based on enrollment in their online education program. The funds are used to cover equipment for connectivity and related services needed to provide the education programming to juveniles assigned to continue their education.

Attachments

Ed Options FY2015

Non-Concurrent Enrollment Contract

This Non-Concurrent Enrollment Contract ("Contract") is entered into this agreement this 1st day of July, 2014, by and between The Educational Options Foundation, an Arizona nonprofit corporation ("Foundation") and Cochise County Juvenile Court Services ("Cooperative Organization"). The Educational Options Foundation and Cochise County Juvenile Court Services may be referred to individually or collectively hereafter as "Party" or "Parties".

RECITALS

A. The Foundation operates EdOptions High School ("EOHS"), an Arizona charter school, and is authorized by the Arizona State Board for Charter Schools ("ASBCS") to be an Arizona Online Instruction school, EdOptions Arizona Online Instruction ("EOAOI"), pursuant to A.R.S. § 15-808. Specifically, EOAOI offers online high-school classes to individuals and will award high-school diplomas to students enrolled in EOAOI that meet graduation requirements.

B. Cooperative Organization as part of its operations, oversees individuals that may be eligible to enroll as students of Foundation and receive the online instruction offered by Foundation.

C. Foundation and Cooperative Organization desire to enter into an agreement setting forth certain terms and conditions that will enable EOAOI to provide online instruction to individuals located at and subject to the Cooperative Organization's operations ("CO Participants"). Furthermore, the Cooperative Organization desires to provide certain services and work, as further described in this Contract, that will facilitate and enable the online instruction to be provided to CO Participants.

In consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated and made a part of this Contract.

2. Online Instruction. During the Term of this Contract, and subject to Cooperative Organization's compliance with the terms and conditions of this Contract, Foundation will provide online instruction to CO Participants consistent with EdOptions High School's Arizona Online Instruction Application filed with the ASBCS, and as further described on the attached **Exhibit A**, which by this reference is incorporated herein ("Online Instruction").

3. Cooperative Organization's Responsibilities. To facilitate the Foundation providing online instruction to CO Participants, Cooperative Organization agrees to provide certain personnel, equipment and a designated computer and instructional training room(s) to enable CO Participants to receive Online Instruction at Cooperative Organization's facilities, as

more specifically described in the attached **Exhibit B**, which by this reference is incorporated herein ("CO's Responsibilities"). Cooperative Organization shall be responsible for all expenses and costs necessary to fulfill CO's Responsibilities, unless Foundation has provided prior written consent authorizing reimbursement for certain pre-approved expenses. Any requests for reimbursements that have been pre-approved as provided herein shall be accompanied with a copy of receipts evidencing all expenditures.

4. Fees/Support/Service. As consideration for Cooperative Organization's compliance with terms and conditions of this Contract, including, but not limited to, complying with the CO's Responsibilities, Foundation may pay a fee or provide support or service to Cooperative Organization. The Fees/Support/Service provided herein is more specifically described on the attached **Exhibit C**.

Foundation may, in its sole discretion, terminate the Contract as provided in Section 9 or withhold payments due the Cooperative Organization for services rendered, if the Cooperative Organization fails to satisfactorily comply with a term or condition of this Contract.

5. Term. Subject to the terms and conditions of this Contract, the initial term of this Contract shall be from July 1, 2014, through June 30, 2015. The Term may be extended on an annual basis upon written approval signed by both Parties, no later than the end of each Term preceding the start of the new Contract.

6. Approval. Cooperative Organization acknowledges and agrees that personnel retained by Cooperative Organization to fulfill CO's Responsibilities, including, but not limited to staff, tutors and instructors, located at Cooperative Organization's facility, shall be employees of the Cooperative Organization, and Cooperative Organization shall be solely responsible for hiring, compensation, termination and all aspects of an employer-employee relationship. Foundation shall have the right to approve or disapprove, in its sole discretion, any individual hired by Cooperative Organization who is deemed not qualified or fails to provide the type of services or quality of training expected by Foundation with respect to CO's Responsibilities. Foundation shall deliver such notice in writing and the basis for the decision, whereupon Cooperative Organization shall find a replacement within thirty (30) days after the notice is received.

7. Indemnity. Cooperative Organization shall, at its expense, pay, defend, with counsel reasonably acceptable to Foundation, indemnify, and hold harmless Foundation, EOHS, and EOAIOI, and its officers, directors, employees, agents and contractors, for, from, and against any and all Losses (or threat thereof) made directly or indirectly against or incurred by any of them arising from or related to: (i) any breach of any Cooperative Organization's obligation, representation, or warranty made in this Contract; (ii) any claims or demands by any of Cooperative Organization's employees or former employees to the extent based upon or arising out of in any way from Cooperative Organization's activities under this Contract; (iii) any claims for bodily injury (including death and any allegation of child abuse or injury to a minor) or damage to tangible personal or real property, to the extent based upon, or arising out of, the negligence or willful misconduct of Cooperative Organization and its officer, directors, employees, agents, and individuals under its control or responsibility. Cooperative

Organization's obligation to indemnify, defend, and hold harmless Foundation shall not be eliminated or reduced by any actual or alleged concurrent negligence of Foundation or its officer, directors, employees, agents or contractors. "Losses" as used herein mean liabilities, judgments, claims, settlements, monetary losses, damages, charges, liens, taxes, penalties, fines, obligations and expenses (including reasonable attorneys' fees and court costs and costs of investigation).

8. Insurance. Cooperative Organization shall maintain, at its expense, a commercial general liability insurance policy insuring against claims for bodily injury, death, property damage, and the negligent or intentional acts or omissions of its employees in connection with Cooperative Organization's activities and performance under this Contract in an amount not less than \$1 million per occurrence. The insurance as required herein shall be issued by an insurance company authorized to do business in Arizona and shall name Foundation as an additional insured. Within fifteen (15) days of the execution of this Contract, Cooperative Organization shall provide a certificate of insurance, evidencing compliance with the insurance requirements set forth herein. Cooperative Organization shall instruct its insurance company to give Foundation thirty (30) days advance notice of any insurance cancellation. Cooperative Organization shall provide renewal certificates as appropriate during the term of the Contract. In the event the Cooperative Organization is self-insured, the Cooperative Organization shall, prior to execution of this Contract, provide information verifying Cooperative Organization's self-insurance coverage, as well as any limits or conditions to such coverage. Foundation may determine, in its sole and absolute discretion, whether to allow the Cooperative Organization to self-insure.

9. Termination.

a. Termination for Convenience. Either party may terminate this Contract for convenience by providing thirty (30) days advance written notice.

b. Termination for Default. Foundation shall have the right to terminate this Contract for default, by written notice to Cooperative Organization, if Foundation has a reasonable basis to believe that Cooperative Organization has:

1. Failed to comply with the terms and conditions of this Contract, including, but not limited to, compliance with CO's Responsibilities;
11. Failed to ensure the health or safety of any student, teacher or instructor for whom services are being provided under this Contract; or
111. Violated any applicable law or regulation.

If it is later determined that Cooperative Organization was not in default, the termination shall be considered a termination for convenience by Foundation.

c. Termination Procedure. Upon Termination of this Contract, Cooperative Organization shall deliver to Foundation all records, data and materials of Foundation or information concerning students of Foundation that may be in Cooperative Organization's

control or possession. Cooperative Organization shall be entitled to payment of any Fees/Support/Service received by Foundation for instruction provided through the date of termination, subject to Foundation's right to withhold any amounts due that Foundation reasonably deems necessary to protect Foundation from potential loss or liability caused by Cooperative Organization's actions or omissions. The rights and remedies of Foundation provided in this Section 9 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10. Representations and Warranties. Each party represents and warrants the following:

a. Organization and Qualification. Upon execution of this Contract, each Party is (i) duly organized, validly existing, and in good standing under the laws of Arizona, and (ii) has the authority to enter into this Contract.

b. Due Authorization. The execution, delivery, and performance of this Contract has been duly authorized, and this Contract constitutes a valid and binding agreement, enforceable in accordance with its terms.

11. Miscellaneous.

a. Notices. For purposes of this Contract the address of each Party shall be: Foundation:
Educational Options Foundation
2150 E. Southern Ave
Tempe, AZ 85282
Facsimile No. 480-621-3384
Attention: Mr. Jeff Sawner

Cooperative Organization: Cochise County Juvenile Court Services
100 Colonia de Salud
Sierra Vista, AZ 85635
Attention: Delcy Scull

Any notice shall be made in writing and (i) delivered personally, with a written acknowledgment of receipt, or (ii) may be sent by overnight delivery service; or (iii) sent by certified mail, return receipt requested; or (iv) sent by facsimile transmission, with electronic confirmation; and in each case addressed to the other Party at the address set forth above or such other address subsequently notified in writing by either Party to the other, and shall be deemed for the purposes of this Contract to have been given or made when first received.

b. Assignment. This Contract will be binding on the Parties and their successors and permitted assigns. Neither party may assign this Contract without the other Party's prior written consent.

c. Governing Law. This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona.

d. Modification or Waiver. No modification of this Contract shall be deemed effective, unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective unless in writing, signed by the party against whom enforcement of the waiver is sought.

e. Attorneys' Fees. If any action or proceeding shall be initiated to resolve any dispute under this Contract for, or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Contract, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court.

f. Counterparts. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which shall constitute one document. All signed facsimile copies of this Contract shall be deemed as valid as originals.

g. Severability. If any one or more of the provisions of this Contract shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. Entire Agreement. This Contract, including the attached exhibits, constitutes the entire understanding between the Parties relating to the subject matter of this Contract, and, unless expressly stated otherwise in this Contract, supersedes all prior representations, writings, negotiations, or understandings hereto. Despite the possibility that one Party may have prepared the initial draft of this Contract or played a greater role in the preparation of subsequent drafts, the Parties agree that they have negotiated at arms' length and have had the opportunity to engage legal counsel of their own choice. Neither Party shall be deemed the drafter of this Contract, and this Contract shall be construed as though jointly prepared by the Parties, without favor to either party.

i. Further Assurances. Each Party agrees to take, or cause to be taken, all such further or other actions as shall reasonably be necessary to make effective, to consummate, and to perform the undertakings and obligations contemplated by this Contract.

j. Conflict of Interest. This Contract is subject to cancellation in accordance with A.R.S. § 38-511.

k. Records and Audit. Pursuant to A.R.S. §§ 35-214 & 215, Cooperative Organization shall retain all data and other records relating to performance of this Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by Foundation at reasonable times. Upon request, Cooperative Organization

will produce a legible copy of any or all such records. At any time during this Contract and five (5) years thereafter, the Cooperative Organization's books and records shall be subject to audit as permitted by law, to the extent that the books and records relate to the performance of the Contract.

l. Non-Discrimination. The Cooperative Organization shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

m. Legal Compliance. By entering in this Contract, Cooperative Organization warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Foundation may request verification of compliance from any contractor or subcontractor performing work under this Contract. Foundation reserves the right to confirm compliance in accordance with applicable laws. Should Foundation suspect or find that Cooperative Organization or any of its subcontractors are not in compliance, Foundation may pursue any and all remedies allowed by law, including, but not limited to, termination of the Contract. All costs necessary to verify compliance are the responsibility of the Cooperative Organization.

n. Scrutinized Business Operations. In accordance with A.R.S. § 35-391 through A.R.S. § 35-393, Cooperative Organization certifies its operations are not in violation of the Export Administration Act, and it does not have any business operation in Sudan or Iran.

o. FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

The Parties execute this Contract as of the date set forth below indicating their agreement to the terms and conditions set forth herein.

"Foundation"

The Educational Options Foundation,
an Arizona nonprofit corporation

By: 
Name: Jeff Sawner
Title: Vice President
Date: 5/8/14

"Cooperative Organization"

Cochise County Juvenile Court Services

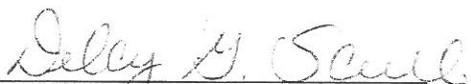
By: 
Name: Delcy G. Scull
Title: Juvenile Court Services Director
Date: _____

Exhibit A

EOAOI Course Requirements

Graduation requirements are as follows:

English (4 credits):

This requirement must be met by completing one credit each of English I, English II, English III, and English TV or options that satisfy this requirement.

Math (4 credits):

This requirement must be met by earning credit in Algebra I, Geometry, Algebra II (or its equivalent), and an additional course with significant mathematics content. Consumer Math or Integrated Math fulfills the requirement for the fourth mathematics credit.

Science (3 credits):

This requirement can be met by earning 3 credits in any science course which prepares students for the high school AIMS test.

Social Studies (3 credits):

This requirement must be met by earning one credit of World History and Geography, one credit of US/Arizona History, one-half(.5) credit of US/Arizona Government, and one-half(.5) credit of Economics.

Art (Fine or Practical) (1 credit):

This requirement can be met by earning one credit in either the Fine or Practical Arts. The Fine Arts include Visual Arts, such as Art History, and the Practical Arts include Career and Technical Education courses.

Electives (7 credits):

This requirement can be met by successfully completing any 7 credits of elective course offerings.

AIMS:

Students shall meet all competencies as outlined in the Arizona Academic Standards as measured by the Arizona Instrument to Measure Standards in order to graduate from EOHS.

Grades

Students attending EOAOI will be assessed using the following grading scales. Students will be expected to follow the Academic Misconduct and Cheating policy (plagiarism) as outlined in the student handbook.

Grading Scale	GPA	Weighted GPA
A=90-100	A=4.0	A = 5.0
B = 80-89	B = 3.0	B = 4.0
C = 70 – 79	C = 2.0	C=2.5
D = 60-69	D = 1.0	D = 1.0
F = 0 -59	F = No Credit	F = no Credit

Pass/Fail grades are awarded for the Student Assistant and Physical Education programs and when a student tests out of a course. A grade of "P" is not used to determine grade-point value and does not count toward Honor Roll. NCAA interprets a "P" grade as a "D" grade according to NCAA guidelines.

Additional Grades

NCR No Credit (Students receive this grade when they have met course requirements but have not met the attendance requirement.)

INC Incomplete (An incomplete grade must be made up no later than two weeks after the quarter ends.)

NG No Grade (Usually given to transfer students when transcripts have not arrived or student was not in school for a long enough period to attempt a grade.)

W Withdraw

WF Withdraw/Fail

Transfer Students

Transfer students are expected to enroll in a full schedule when they transfer into the high school. They are responsible for meeting EdOptions High School graduation requirements. Course work completed outside EOAOI will be evaluated to determine if credit will be awarded. Incoming students must earn a minimum of three (3) credits from EOHS or EOAOI to be eligible for an EOHS diploma.

Transfer Students with a General Equivalency Diploma (GED)

Per Title 7, Section R7-2-302, Paragraph 5, governing boards are required to provide students the opportunity to demonstrate competency in any graduation requirement area as outlined in subsection (1)(a) through (1)(g) of R7-2-302. In consideration of the intent of this language, EOHS makes the following consideration for students transferring to EOHS with successful completion of a General Equivalency Diploma (GED).

Students transferring into EOHS after successful completion of a GED are determined to be at a grade-level equal to promotion to the junior year of high school earning all credits required for such competency. Specifically successful GED completion will be credited as:

- Language Arts- Two (2) Credits (Grades 9 & 10)
- Mathematics- Two (2) Credits (Algebra & Geometry Grades 9 & 10)
- Social Studies- Two (2) Credits (World Studies & U.S. History)
- Science-Two (2) Credits (Biology & Earth)
- Electives-Two (2) Credits

Any ninth and tenth grade core academic credits that the student has already attained by successful completion of course work will be credited as such and any relevant GED credit will be transferred to elective credit.

Credits transferred from a GED for the purposes of fulfilling high school completion requirements will be recorded as a non-weighted grade of grade of "P."

Exhibit B

(CO's Responsibilities)

Exhibit B will be modified to specify the CO's Responsibilities. The following list includes a range of possible services that may be provided by the Cooperative Organization. The exhibit will be modified to meet the situation and the needs of the student population.

1. Cooperative Organization will provide, at its sole cost and expense, a suitable location, services, and staff to provide the Online Instruction to CO Participants, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Computer lab

- I. Secure

- II. Safe

- III. Staffed with an adults (min 1 per 25 students) parapro/security, having a current DPS fingerprint clearance card meeting the requirements of A.R.S. § 15-512 tv. Enough serviceable hardware to provide computer access

- IV. Internet access greater than 2Meg with wireless access

- V. Available to students a minimum of 25 hours per week

If additional computers are needed they can be leased from Educational Options Foundation for the exclusive use of our shared students.

- B. Support/tutors /parapro

- I. Academically able to support student learning

- II. Over the age of 21

- III. A current DPS fingerprint clearance card in accordance with A.R.S. § 15-512

- IV. Willing to act as liaison between Foundation staff and students.

1. Assist in the monitoring of student progress, participation, and performance.

2. Proctor all tests.

- V. Coordinate midterm and final exams with Foundation online teachers c. State testing -AIMS/Stanford 9

- VI. Assist in preparing student for AIMS/Stanford 9 test as determined by student's test history
- VII. Administer AIMS/Stanford 9 test on the appropriate day for the content area as mandated by ADE
- VIII. Secure and process AIMS/Stanford 9 tests back to the Foundation

C. Guidance

- I. Supply appropriate enrollment documents to Foundation registrar including but not limited to:
 - 1. Birth Certificate
 - 2. Enrollment form signed by parent or guardian if student is under 18
 - 3. Immunization records
 - 4. Transcript of all previous earned high school credits
- II. Act as liaison with Foundation staff to develop and maintain student graduation plans
- III. Assist in on-site academic support to ensure student academic success
- IV. Assist Foundation staff as may be reasonably requested. Special Education (SPED) and ELL
- V. Provide all SPED and ELL services to enrolled students.
- VI. Provide copies of IEPs and related documents to the Foundation SPED representative
- VII. Participate in transfer, renewal and re-evaluation meetings. Provide screening services for re-evaluation. Provide screening services for students identified through Child Find and RTI as possible SPED.

2. Cooperative Organization shall collect and produce the following written reports or other written documents:
 - a. Student time sheets and Lab attendance sign-in sheets
 - I. Time sheets will be completed by the student and submitted to the foundation each Monday
 - II. A lab attendance student sign-in sheet will be maintained at the lab site to track attendance in the lab.
 - b. Any other reports necessary to enable Foundation to comply with any attendance reporting requirements as required by A.R.S. § 15-808.

All written reports required under this Contract shall be delivered to Foundation as may be requested by Foundation and in accordance with reporting requirements set forth in A.R.S. § 15-808.

Exhibit C (Fees/Support/Service)

As consideration for Cooperative Organization's compliance with the terms and Conditions of this Contract, Foundation shall provide the following Fee/Support/Service each month that the average daily attendance based on submitted student time sheets is ten (10) or more full time students. A student must log 30 hours per week to qualify as a full time student. The Fee/Support/Service is based on the services provided by the CO detailed in Exhibit B.

Foundation will supply:

1. Provide training and support to the lab staff
2. AIMS test training

Cooperative Organization will receive \$1.00 for each hour logged on a time sheet by an enrolled student. Time will be recorded and payments calculated based on valid time sheets that are correctly filled out, signed, and submitted. The maximum numbers of hours payable is 900 per student for AOI students based on state statute.

Payment will be made by the 10th of the month based on valid time sheets received by EdOptions High School by the last school day of the month.

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Interim Permit & Person Transfer Liquor License for Bobby Joe's Irish Pub

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: **# of ORIGINALS**
Submitted for Signature:

NAME of PRESENTER: Arlethe Rios **TITLE of PRESENTER:** Clerk of the Board

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

Information

Agenda Item Text:

Approve a person transfer liquor license application for a series #6 (bar) liquor license submitted by Ms. Stephany Jo Michel for Bobby Joe's Irish Pub, 3142 W. Meadowlark Lane, Benson, AZ 85602.

Background:

Ms. Stephany Jo Michael applied for a series #6 (bar) liquor license for Bobby Joe's Irish Pub located 3142 W. Meadowlark Lane, Benson, AZ 85602. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have not been any oppositions.

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

Ms. Stephany Jo Michel 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.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Notice of Posting

Completed Review Forms

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 06020039

1. Type of License(s): BAR #6
2. Total fees attached: \$ Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Michel Last, Stephany First, Jo Middle
2. Corp./Partnership/L.L.C.:
3. Business Name: Bobby Joe's Irish Pub
4. Principal Street Location: 3142 W. Meadowlark Benson Pochise 85602
5. Business Phone: 520-265-5250 Daytime Phone: 520-668-3431 Email: Rmichel84@yahoo.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 3175 W. Rice Rd. BENSON, AZ 85602
8. Price paid for license only bar, beer and wine, or liquor store: Type 06 \$ 12,000. Type \$

DEPARTMENT USE ONLY

Table with 4 columns: Fees, Application, Interim Permit, Site Inspection, Finger Prints, TOTAL OF ALL FEES. Values: 100, 100, 22, 222.

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: [Signature] Date: 5.20.14 Lic. # 06020039

SECTION 5 Interim Permit:

14 MAY 15 Lic. Dept AM1201

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06020039
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

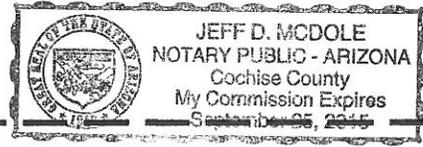
I, ^{MAR 16} Anne McFadden declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X Anne McFadden
(Signature)

State of Az County of Cochise

The foregoing instrument was acknowledged before me this 14 day of April, 2014
Day Month Year

My commission expires on: 9/25/15



[Signature]
(Signature of NOTARY PUBLIC)

14 APR 15 Lic. Dept AM1152

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Michel	Stephany	Jo	100	3175 W. Rice Rd - Benson	AZ 85702

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 06020039

Issue Date: 2/2/2011

Expiration Date: 6/30/2014

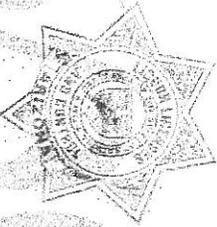
Bar

Issued To:
ANNA MARIA MC FADDEN, Agent
MCFADDEN ENTERPRISES A CLOSE CORPORATION, Owner

Mailing Address:

ANNA MARIA MC FADDEN
MCFADDEN ENTERPRISES A C.I. OSE CORPORATION
BOBBY JOES IRISH PUB
2856 W TRAIL'S END RD
BENSON, AZ 85602

Location:
BOBBY JOES IRISH PUB
3142 W MEADOWLARK LN
BENSON, AZ 85602



POST THIS LICENSE IN A CONSPICUOUS PLACE

EXP 06/30/2014

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
- L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

MAY 15 11:49 AM '01
 APR 23 11:49 AM '01
 APR 23 11:49 AM '01

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: McFadden Anna Maria
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: Michel Stephany To
Last First Middle
- 3. License Type: 06 License Number: 06020039 Date of Last Renewal: 6/30/2014
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: McFadden Anna Maria Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: McFadden Enterprises, A Close Corporation
(Exactly as it appears on license)
- 3. Current Business Name: Bobby Joe's Irish Pub
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 3142 W. MEADOWLARK LN
City, State, Zip Benson AZ 85602
- 5. License Type: 06 License Number: 06020039
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street 2856 W. TRAIL END RD
(Other than business) City, State, Zip BENSON AZ 85602
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Anna ^{Maria}McFadden, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Anna ^{Maria}McFadden, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

Anna McFadden State of Az County of Cochise
(Signature of CURRENT LICENSEE) The foregoing instrument was acknowledged before me this

My commission expires on: 9/25/15 14 April 2014
Day Month Year
JEFF D. MCDOLE
NOTARY PUBLIC - ARIZONA
Cochise County
My Commission Expires
September 25, 2015
Signature of NOTARY PUBLIC)

14 APR 15 09:39 AM '14

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 06020039 (exactly as it appears on license) Name Anna Maria McFadden

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

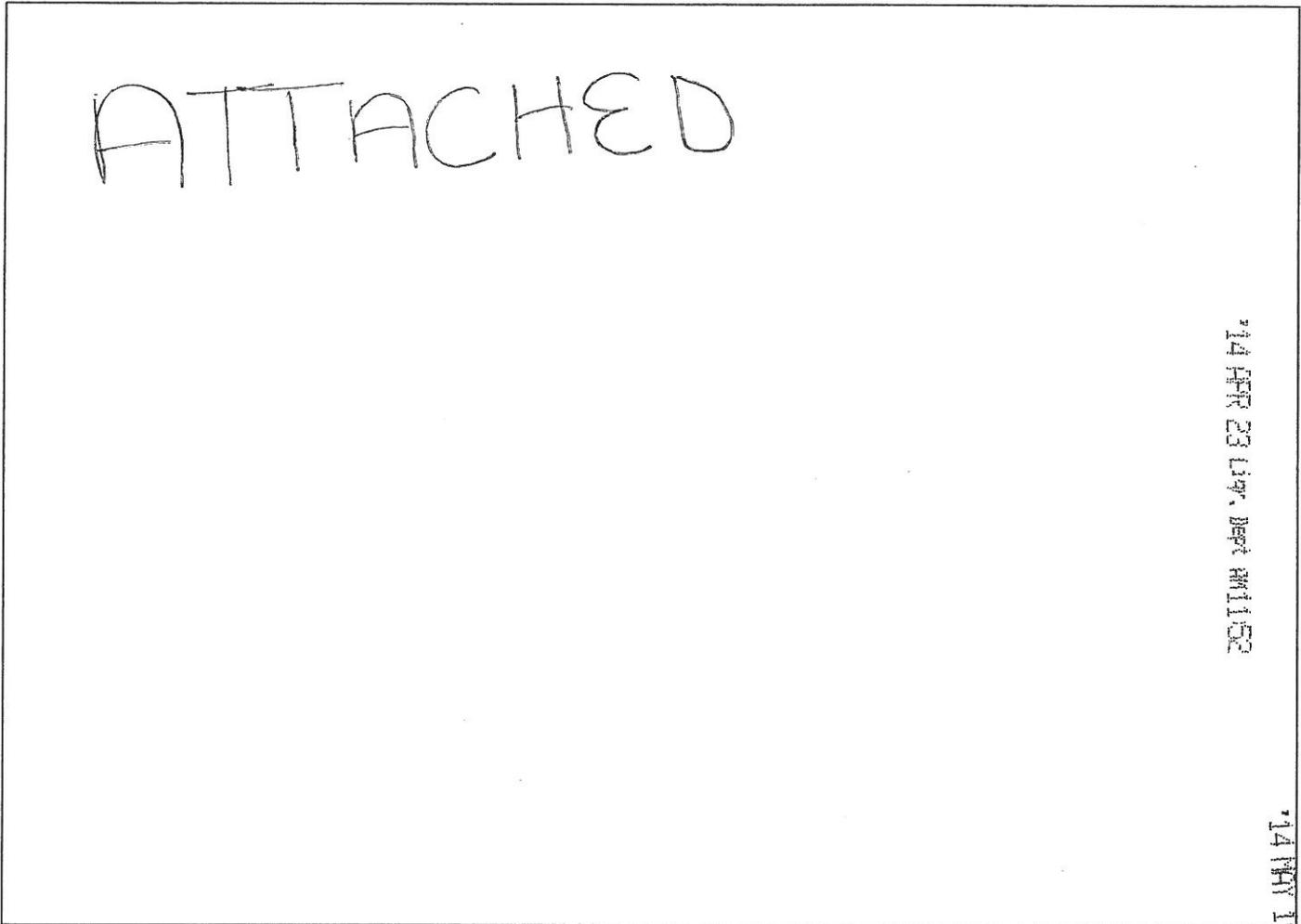
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

S.M.
 applicants initials

14 APR 23 10:49 AM 103
 14 APR 15 11:49 AM Dept PM 201

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

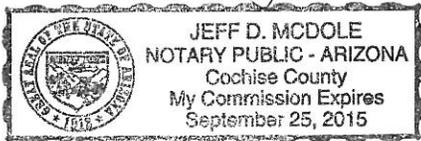
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Stephany So Michel, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Stephany Michel
(signature of applicant listed in Section 4, Question 1)

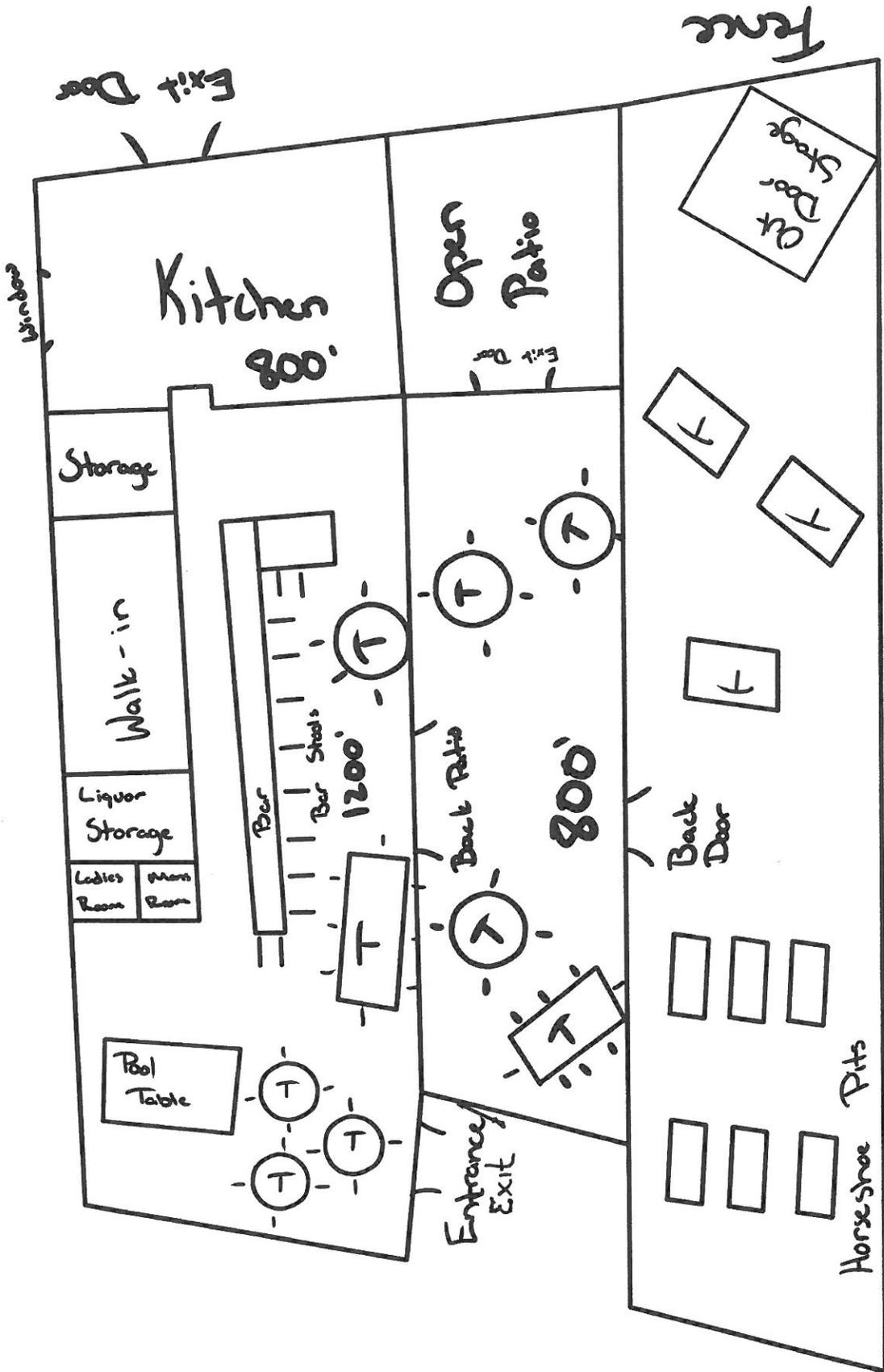


State of AZ County of Cochise

The foregoing instrument was acknowledged before me this 14 of April, 2014
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on : 25/9/2015
Day Month Year



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Weds, May 28, 2014

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

Cochise County Board of Supervisors

PLACE 1415 Melody Lane, Bldg 5 DATE/TIME Tues, June 24, 2014 at 10:00 AM
Bisbee, AZ 85603

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 BELOW THIS NOTICE.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Stephany Jo Michael Address: 3142 W. Meadow Lark Lane
Business Name: Bobby Joe's Irish Pub City/Zip: Benson 85602
Liquor License #: 06020039 Parcel #: 124-15-296
Ownership Type: n/a Liquor License x Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

Current Health permit under McFadden Ent. Environmental Health is working with Mr. & Mrs. Michel's on changing permit over to new ownership. No concerns with issuing liquor license.

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: Natalie Johnson Title: Environmental Health Specialist Aide
Signature: *Natalie Johnson* Date: 6/2/2014
Contact phone: 520-586-8208 Email: njohnson@cochise.az.gov

Return completed form with any attachments by: _____

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: Stephany Jo Michael Address: 3142 W. Meadow Lark Ln
 Business Name: Bobby Joe's Irish Pub City/Zip: Benson 85602
 Liquor License #: 06020039 Parcel #: 124-15-296
 Ownership Type: n/a Liquor License Special Event Liquor License
 Partner(s): n/a

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	GB
Use permitted by P&Z?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Permit#:	920113
Date Permit Issued:	02/18/1992	Use Permitted:	Bar
If use not permitted, is it LNC?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Year LNC Established:	N/A

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

Name: Dora V Flores Title: Permit and Customer Service Coordinator
 Signature: Dora V Flores Date: May 29, 2014
 Contact phone: 520-432-9240 Email: dflores@cochise.az.gov

Return completed form with any attachments by: June 4, 2014

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Stephany Jo Michel Address: 3142 W. Meadow Lark Lane
Business Name: Bobby Joe's Irish Pub City/Zip: Benson 85602
Liquor License #: 06020039 Parcel #: 124-15-296
Ownership Type: n/a Liquor License x Special Event Liquor License
Partner(s): n/a

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: Ms Michel has no felony convictions within the past 5 years. There have not been a significant number of incidents in the past 5 years at the location.

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: Ss/Mark P. Genz

Date: 052814

Contact phone: 432-9506

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: _____

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Stephany Jo Michael Address: 3142 W. Meadow Lark Lane
Business Name: Bobby Joe's Irish Pub City/Zip: Benson 85602
Liquor License #: 06020039 Parcel #: 124-15-296
Ownership Type: n/a Liquor License x Special Event Liquor License
Partner(s): n/a

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

xxx Yes No

If not, please attach pertinent documentation.

Comments:

Taxes are paid in full for the 2013 year

Name: Kathleen wilson Title: Tax special 1
Signature: Kathleen wislon Date: 5/28/14
Contact phone: 432-8404 Email: kwilson@cochise.az.gov

Return completed form with any attachments by: _____

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Petition for Review of Notice of Claim 402-26-010 A

Submitted By: Gussie Motter, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Felix Dagnino

TITLE Deputy Assessor

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Board of Supervisors sitting as the Board of Equalization of Cochise County will uphold or amend the Assessor's decision in the case of parcel 402-26-010 A.

Background:

The Assessor denied the appellant's claim noting that there is no error on the parcel per ARS 42-12003. As an agreement was not reached, the appellant's agent filed a petition with the Cochise County Board of Equalization within the specified time. The Board is required to hear the disputed claim within thirty days of receiving it.

Department's Next Steps (if approved):

A written decision must be mailed to the appellant's agent after the hearing.

Impact of NOT Approving/Alternatives:

The BOE will be out of compliance

To BOS Staff: Document Disposition/Follow-Up:

Send results to appellant's agent

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Hearing Notification

Petition for Review of Taxpayer Notice of Claim



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

Arlethe G. Rios
Clerk

May 30, 2014

Integral Property Tax Services
6991 East Camelback Road, Suite B-355
Scottsdale, AZ 85251

Subject: Petition for Review of Taxpayer Notice of Claim for Parcel No. 402-26-010 A

Dear Ms. Lane:

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

Tuesday, June 24, 2014
10:00 A.M.
Cochise County Board of Supervisors' Hearing Room
1415 Melody Lane, Building G
Bisbee, AZ 85603

It is to your advantage to attend this hearing and bring with you all supporting documentation. Should you wish to attend the meeting by telephone, please supply a number where we can call you and send us copies of any supporting documentation.

Sincerely,

Gussie Motter
Deputy Clerk

cc: Assessor

integral
PROPERTY TAX SERVICES

6991 East Camelback Road, Suite B-355
Scottsdale, AZ 85251
ph | 480.423.3550 fx | 480.423.2387
web | www.integralpts.com

May 29, 2014

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

Dear Sir or Madam:

Please find enclosed The Petition for Review of Taxpayer Notice of Claim for the following lead parcel:

1. 402-26-010A

If you have any questions, please contact me at 480-423-3550 x 107 or jlane@integralpts.com

Regards,

Jessica Lane
Administrator

CERTIFIED MAIL Tracking # 7013 2630 0002 3587 2443

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2014 MAY 30 10:21

PETITION FOR REVIEW OF TAXPAYER NOTICE OF CLAIM

Pursuant to A.R.S. § 42-16254

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

- File this petition within 150 DAYS after the original filing date of the taxpayer notice of claim if dissatisfied with the Tax Officer's decision.
- **Keep a copy for your records** and mail or hand deliver one copy to either the County or State Board of Equalization.
- Deliver one copy to the Tax Officer. If mailed, send **certified mail**.
- Include an Agency Authorization form with this petition if the agent did not represent the taxpayer when filing the Notice of Claim.
- Complete Items 1 through 8 where applicable.

1. COUNTY Cochise BOOK/MAP/PARCEL/SPLIT 402 - 26 - 010 - A ACCOUNT NUMBER _____

2. PROPERTY ADDRESS OR LEGAL DESCRIPTION 2426 S HAYES RD

3. TYPE OR PRINT OWNER'S NAME AS LISTED ON TAX ROLL <u>HAYES ERIC A</u> <u>PO BOX 16420</u> <u>PORTAL AZ 85632</u>	4. MAIL DECISION TO: <u>Integral Property Tax Services</u> <u>6991 E Camelback Road, Ste B-355</u> <u>Scottsdale, AZ 85251</u>
---	---

5. COMPLETED BY: (Owner, Agent, or Attorney) Darin Pipkin; Integral Property Tax Services

AGENTS ONLY: State Board of Appraisal # 2011067 SBOE # 846 (Pima and Maricopa Counties Only)

6. **BASIS FOR THIS PETITION:** Additional documents submitted must contain the book, map and parcel number or tax roll number and be attached to the petition. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation, changing the classification, or no change. THIS PETITION IS BASED ON THE FOLLOWING METHOD(S) OF VALUATION: MARKET COST INCOME
 Per ARS 42-12003 or 42-12004, property should be 100 percent class 3 for both land and improvements as this property fits the definition under section 1.(a) or (b). Current Assessment Ratio is incorrect.

7. TAX OFFICER'S PROPOSED CORRECTION				OWNER'S OPINION OF VALUE			
2013 TAX YEAR Current Year	FROM (Currently) LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.128</u> LPV ASSMT RATIO <u>.128</u>	LAND <u>345,676</u> IMPS <u>179,312</u> TOTAL FCV <u>524,988</u> TOTAL LPV <u>524,988</u>	TO (Proposed correction): LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>		LAND <u>345,676</u> IMPS <u>179,312</u> TOTAL FCV <u>524,988</u> TOTAL LPV <u>524,988</u>		
2012 TAX YEAR One Year Prior	FROM (Currently) LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.131</u> LPV ASSMT RATIO <u>.131</u>	LAND <u>432,095</u> IMPS <u>179,312</u> TOTAL FCV <u>611,407</u> TOTAL LPV <u>505,671</u>	TO (Proposed correction): LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>		LAND <u>432,095</u> IMPS <u>179,312</u> TOTAL FCV <u>611,407</u> TOTAL LPV <u>505,671</u>		
2011 TAX YEAR Two Years Prior	FROM (Currently) LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.126</u> LPV ASSMT RATIO <u>.126</u>	LAND <u>277,424</u> IMPS <u>182,277</u> TOTAL FCV <u>459,701</u> TOTAL LPV <u>459,701</u>	TO (Proposed correction): LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>		LAND <u>277,424</u> IMPS <u>182,277</u> TOTAL FCV <u>459,701</u> TOTAL LPV <u>459,701</u>		
2010 TAX YEAR Three Years Prior	FROM (Currently) LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.126</u> LPV ASSMT RATIO <u>.126</u>	LAND <u>277,424</u> IMPS <u>181,114</u> TOTAL FCV <u>458,538</u> TOTAL LPV <u>458,538</u>	TO (Proposed correction): LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>		LAND <u>277,424</u> IMPS <u>181,114</u> TOTAL FCV <u>458,538</u> TOTAL LPV <u>458,538</u>		

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

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

X [Signature] 05/28/14
 SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE DATE

BOARD OF EQUALIZATION DECISION	FULL CASH VALUE \$	LIMITED PROPERTY VALUE \$	LEGAL CLASS	ASMT RATIO
BASIS FOR DECISION: _____				
DATE RECEIVED _____ DATE DECISION MAILED _____ CHAIRMAN OR CLERK OF THE BOARD _____				

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

FOR VALUATION YEAR 2014

AGENCY AUTHORIZATION FORM

Pursuant to A.R.S. § 42-16001

STATE BOARD OF APPRAISAL REGISTRATION NUMBER 2011067; 2012051; 2003038; 2013012

STATE BOARD OF EQUALIZATION NUMBER 848

- Persons who own, control, or possess property valued by the County Assessor may each year designate an agent to act on their behalf on any matter relating to the review of the valuation and classification of the property before the Assessor or the County or State Board of Equalization.
- This designation of an agent expires at the end of the calendar / valuation year.
- This form or a copy must accompany any petition, Taxpayer Notice of Claim, or response to a Notice of Proposed Correction filed with the Assessor or either Board of Equalization. The original form shall be provided for inspection by the agent on request of the County Assessor, either Board of Equalization, or the Department of Revenue.
- Notices issued by the Assessor or either Board of Equalization relating to the review of the valuation of that property shall be sent to the agent of record.
- A petition for Review of Real Property or Personal Property, a Notice of Proposed Correction, or a Taxpayer Notice of Claim will not be accepted unless the Agency Authorization form accompanying the petition is signed by the person who owns, controls, or possesses the property.

DESIGNATION OF AGENT: (Type or Print)

Integral Property Tax Services Attn: Tatiana Sokolowska

AGENT / FIRM NAME

Darin Pipkin

480-423-3550 xt 105

CONTACT PERSON

TELEPHONE

6991 E Camelback Rd Suite B-358

MAILING ADDRESS

Scottsdale

AZ 85251

dpipkin@integralpts.com

CITY, STATE, ZIP

EMAIL ADDRESS

DESIGNATION MADE BY: (Type or Print)

COMPANY NAME

ERIC A HAYES

NAME OF PERSON OWNING, CONTROLLING OR POSSESSING PROPERTY OR CONTACT PERSON

TITLE

P O BOX 1420

ADDRESS

PORTAL AZ 85832

520

558-2382

CITY, STATE, ZIP

TELEPHONE

EMAIL ADDRESS

I, the undersigned, hereby designate the above name agent to act on my behalf in all matters pertaining to the review and appeal of real or personal property valuation and classification with the Assessor or the Boards of Equalization. This authorization is limited to the properties listed below and on the attached continuation form(s).

Eric Hayes

SIGNATURE OF PERSON CONTROLLING OR POSSESSING PROPERTY

12/27/2013

DATE

OWNER

PRINT TITLE

PRINT NAME (IF DIFFERENT THAN DESIGNATED ABOVE)

COUNTY	BOOK-MAP-PARCEL	COUNTY	BOOK-MAP-PARCEL	COUNTY	BOOK-MAP-PARCEL	PERSONAL PROPERTY ASSESSMENT ACCOUNT
2	402-28-D10A					

County Name and Number: (1) Apache (2) Cochise (3) Coconino (4) Gila (5) Graham (6) Greenlee (7) Maricopa (8) Mohave (9) Navajo (10) Pima (11) Pinal (12) Santa Cruz (13) Yavapai (14) Yuma (15) La Paz

NOTE: USE CONTINUATION FORM DOR B2130AAA TO LIST ADDITIONAL PARCELS
DOR B2130AA (10/2012)

TAXPAYER NOTICE OF CLAIM - REAL PROPERTY

Pursuant to A.R.S. § 42-16254

FOR OFFICIAL USE ONLY

Filed with the following Tax Officer:

- COUNTY ASSESSOR based on valuation or classification.
- DEPARTMENT OF REVENUE based on valuation or classification.
- COUNTY BOARD OF SUPERVISORS based on an error of tax rate.

DATE RECEIVED 12/31/13
NUMBER 2013 1231054

DATE FILED: 12-30-2013 NOTE: IF MAILED, SEND CERTIFIED

1. COUNTY: Cochise BOOK / MAP / PARCEL / SPLIT: 402 - 26 - 010 - A
2. IF THIS IS A MULTIPLE PARCEL CLAIM, CHECK HERE AND ATTACH A TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM (821798B).
3. PROPERTY ADDRESS OR LEGAL DESCRIPTION: 2426 S HAYES RD

4A. OWNER'S NAME AND ADDRESS AS SHOWN ON TAX ROLL:
HAYES ERIC A
PO BOX 16420
PORTAL AZ 85632

4B. MAIL DECISION TO:
Integral Property Tax Services
6991 E Camelback Road, Ste B-355
Scottsdale AZ 85251

5. BASIS FOR CLAIM AND REQUESTED CORRECTION:
Per ARS 42-12003 or 42-12004, property should be 100 percent class 3 for both land and improvements as this property fits the definition under section 1.(a) or (b). Current Assessment Ratio is incorrect.

TAX YEAR	FROM (Currently):	LAND	IMPS	TOTAL FCV	TOTAL LPV	TO (Proposed Correction):	LAND	IMPS	TOTAL FCV	TOTAL LPV
2013 Current Year	LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.1288</u> LPV ASSMT RATIO <u>.1288</u>	<u>345,676</u>	<u>179,312</u>	<u>524,988</u>	<u>524,988</u>	LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.1000</u> LPV ASSMT RATIO <u>.1000</u>	<u>345,676</u>	<u>179,312</u>	<u>524,988</u>	<u>524,988</u>
2012 One Year Prior	LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.1310</u> LPV ASSMT RATIO <u>.1310</u>	<u>432,095</u>	<u>179,312</u>	<u>611,407</u>	<u>505,671</u>	LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.1000</u> LPV ASSMT RATIO <u>.1000</u>	<u>432,095</u>	<u>179,312</u>	<u>611,407</u>	<u>505,671</u>
2011 Two Years Prior	LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.1264</u> LPV ASSMT RATIO <u>.1264</u>	<u>277,424</u>	<u>182,277</u>	<u>459,701</u>	<u>459,701</u>	LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.1000</u> LPV ASSMT RATIO <u>.1000</u>	<u>277,424</u>	<u>182,277</u>	<u>459,701</u>	<u>459,701</u>
2010 Three Years Prior	LEGAL CLASS <u>M</u> FCV ASSMT RATIO <u>.1265</u> LPV ASSMT RATIO <u>.1265</u>	<u>277,424</u>	<u>181,114</u>	<u>458,538</u>	<u>458,538</u>	LEGAL CLASS <u>3</u> FCV ASSMT RATIO <u>.1000</u> LPV ASSMT RATIO <u>.1000</u>	<u>277,424</u>	<u>181,114</u>	<u>458,538</u>	<u>458,538</u>

6. COMPLETED BY: (Owner, Agent, or Attorney)
Integral Property Tax Services, 6991 E Camelback Road, Ste B-355, Scottsdale AZ 85251 480-423-3550 x 107
NAME / ADDRESS 2011067, 2012031, 2000038, 2011018 TELEPHONE NUMBER

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER _____ SBOE NUMBER 846
Include a current Agency Authorization Form (82130AA) with this notice. (PIMA AND MARICOPA COUNTIES ONLY)

7. Notice is hereby given to the Tax Officer that an error has occurred in the assessment of the property identified by parcel number in this claim. A description of the error and evidence to support the claim is provided above, or is attached.

SIGNATURE OF OWNER OR REPRESENTATIVE [Signature] TELEPHONE 480-397-9741

DO NOT WRITE BELOW THIS LINE - FOR TAX OFFICERS'S USE ONLY

TAX OFFICER CONSENTS TO CLAIM OF ERROR.

TAX OFFICER DISPUTES CLAIM OF ERROR BASED ON THE FOLLOWING:
ASSESSOR DENIES CLAIM. THERE IS NO ERROR PRESENT ON PARCEL PER ARS 42-12003.

NOTICE OF MEETING: A meeting to discuss your claim has been scheduled as follows. If you do not plan to attend the meeting, please notify the tax officer. (See instructions)

3/04/14 10:00 AM ASSESSOR'S OFFICE, 1415 MELODY LN., BLDG B,
Date Time Location BISBEE, AZ

Name and title of Tax Officer's Representative (Please Print or Type)
GABE LOPEZ, DEPUTY ASSESSOR

Signature of Tax Officer's Representative [Signature] Date 2/14/14 Telephone Number 520-432-8650

TAXPAYER NOTICE OF CLAIM - REAL PROPERTY INSTRUCTIONS

To the Property Owner:

The Notice of Claim form is used to notify the Tax Officer that you have discovered an error, as they are defined in A.R.S. § 42-16254, in the assessment of your property.

- Complete items 1 through 7 of the form.
- A copy of the completed form must be filed (either in person or by **certified mail**) with the Tax Officer that has jurisdiction for the error you claimed in the assessment of your property.
 1. For properties valued by the Assessor, the claim must be filed with the County Assessor of the County in which the property is located.
 2. For properties valued by the Department of Revenue, the claim must be filed with the Department's Property Tax Division located at 1600 West Monroe, 8th Floor, Phoenix AZ 85007-2650.
 3. For errors concerning the imposition of any tax rate, the claim must be filed with the Board of Supervisors of the County in which the property is located.
- **Keep a copy of all information that is submitted as a permanent record.**
- If you are represented by an agent, include a current Agency Authorization form (DOR 82130AA).

The Tax Officer may either consent to or dispute the claimed error within sixty days after receiving the Notice of Claim.

If the Tax Officer Consents in Writing to the Proposed Correction:

- No further action is required by you and the tax roll will be corrected.
- If the Tax Officer does not respond in written form to your claim within sixty days it constitutes consent to your claim. You must then file a written demand with the Board of Supervisors of the County in which the property is located, supported by proof of the date the Notice of Claim was filed and the Tax Officer's failure to dispute the claim of error within the sixty day period. Certified mail is proof of the mail date. The Board of Supervisors shall direct the County Treasurer to correct the tax roll.

If the Tax Officer Disputes the Proposed Correction:

- The Tax Officer will notify you in writing of the basis for disputing your claim and of the time and place for a meeting with your or your representative to discuss the dispute. Notifying the Tax Officer that you are not planning to attend the scheduled meeting does not prevent you from filing a petition with the County or State Board of Equalization.

If, after the meeting, an agreement **is** reached:

- The tax roll will be corrected as agreed.
- Any additional taxes will be assessed by supplemental billing to the taxpayer, plus interest as provided by law. Any additional taxes assessed will be delinquent if not paid within sixty days after the date the supplemental billing is mailed.
- If taxes have been overpaid as a result of the correction, the overpayment will be refunded with interest as provided by law within ninety days after the roll is corrected.

If, after the meeting, an agreement **is not** reached:

- You may file a Petition for Review of Taxpayer Notice of Claim (DOR 82179C-1) with either the County Board of Equalization or State Board of Equalization, whichever is applicable, within one hundred fifty days after filing your notice of claim.
- Send one copy of the Petition for Review of Taxpayer Notice of Claim (DOR 82179C-1) with your original signature on it to the Tax Officer **by certified mail**. **The owner should keep a copy as a permanent record.**
- The Board will hold a hearing on the disputed claim within thirty days and will issue a written decision pursuant to its rules.

If you or the Tax Officer are dissatisfied with the Board's decision:

- Either party may file an appeal with the Tax Court within sixty days after the Board's decision is mailed.
- If it is determined that additional taxes are due, they must be paid before they become delinquent if the Tax Court is to retain jurisdiction for your appeal.

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Elect Chairman of the Board of Supervisors

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:

Elect _____ as Chairman of the Board of Supervisors, effective July 1, 2014.

Background:

The current Chairman was elected by the Board to serve as Chairman, effective 2/1/13. The Board wishes to share the responsibility for Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify Finance for new signature plate on County warrants; notify departments, other counties, CSA, AACO and NACo of change in Chairmanship.

Impact of NOT Approving/Alternatives:

Current Chairman will remain in place until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Elect Vice-Chairman of the Board of Supervisors

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:

Elect _____ as Vice-Chairman to the Board of Supervisors, effective July 1, 2014.

Background:

The current Vice-Chairman was elected by the Board to serve as Vice-Chair, effective 2/1/13. The Board wishes to share the responsibility for Vice-Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify departments, other counties, CSA, AACO and NACo of change in Vice-Chairmanship.

Impact of NOT Approving/Alternatives:

Current Vice-Chair will remain until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014
 Fund 283 Balance Payoff
Submitted By: Kimberly Madden, County Schools
Department: County Schools
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

NAME of PRESENTER: Martha Mauldin
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Accountant
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve payoff of negative balance in Grant Fund Line 283 from the Arizona Department of Education (ADE) of \$1,864 from General Fund do to a calculation error.

Background:

There has been a negative fund balance of \$1,864 carried over in this Federal Grant for the past three years. In the past, Arizona Department of Education (ADE) disbursed a portion of grant funds at the beginning of each fiscal year and it was our responsibility to apply for reimbursement as the funds were used and return the unused funds at the end of the fiscal year. Since that grant year has been closed, ADE will no longer honor our requests to reimburse that amount and we are not able to claim it as an expense to zero out that negative balance. At the recent meeting held with the Budget Team, it was recommended that we ask the Board to pay this balance out of the General Fund to avoid an audit finding. Not only has ADE made changes but our office staff has also revised procedures to prevent repeating this type of error. Thank you for your consideration in this matter.

Department's Next Steps (if approved):

N/A

Impact of NOT Approving/Alternatives:

Carrying negative balance on account will result in an audit finding.

To BOS Staff: Document Disposition/Follow-Up:

Please inform County Schools Office of outcome.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 13-14

One-time Fixed Costs? (\$\$\$): 1864

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

Fund 283 has a negative balance of \$1864 which has been carried for over 3 years. We are requesting this balance to be paid off through the General Fund.

Attachments

Memo to the Board



MEMORANDUM

TO: Cochise County Board of Supervisors

FROM: Trudy Berry, County School Superintendent

DATE: May 12, 2014

RE: Fund 283 Balance

There has been a negative fund balance of \$1864 carried over in this Federal Grant for the past three years. In the past, ADE disbursed a portion of grant funds at the beginning of each fiscal year and it was our responsibility to apply for reimbursement as the funds were used and return the unused funds at the end of the fiscal year. Since that grant year has been closed, ADE will no longer honor our requests to reimburse that amount and we are not able to claim it as an expense to zero out that negative balance.

At the recent meeting held with the Budget Team, it was recommended that we ask the Board to pay this balance out of the General Fund to avoid an audit finding. Not only has ADE made changes but our office staff has also revised procedures to prevent repeating this type of error.

Thank you for your consideration in this matter.

Action 21.
Juvenile Probation

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Title IV-E Service Agreement

Submitted By: Tracey Rocco, Juvenile Probation

Department: Juvenile Probation

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation: Approve

of ORIGINALS 0

Submitted for Signature:

NAME
of PRESENTER: Denise Caraballo

TITLE
of PRESENTER: Probation Services
Division Director

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

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

Information

Agenda Item Text:

Approve Title IV-E Service Agreement between the Arizona Supreme Court, Administrative Office of the Courts and Cochise County Juvenile Court Services, Probation Division effective June 24, 2014 to June 30, 2015.

Background:

The Arizona Supreme Court-AOC receives and manages federal Title IV-E funding through an Inter-agency Service Agreement (ISA) with the Arizona Dept. of Economic Security (DES) in order to make claims through DES to the federal government per CFDA# 93.658. Juvenile Court Services staff have determined that some juveniles within the county may be eligible for Title IV-E and therefore the department would be reimbursed through the AOC for out-of-home placement services provided to the eligible juveniles. In addition, the department would be reimbursed for a percentage of the personnel expense of current staff to review case management files and manage the case flow process of juveniles who are eligible within the established federal Title IV-E guidelines.

Department's Next Steps (if approved):

Submit the required Title IV-E Operational Plan to the Arizona Supreme Court-AOC as required in the service agreement.

Impact of NOT Approving/Alternatives:

The Title IV-E fund reimbursement will not be available to the department to fund alternative programming for juveniles in the community.

To BOS Staff: Document Disposition/Follow-Up:

Please forward grant approval form with the assigned fund number from the Finance Department to: Tracey Rocco 520-432-7523.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2015

One-time Fixed Costs? (\$\$\$): 0.00

Ongoing Costs? (\$\$\$): 0.00

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

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

Source of Funding?: AOC

Fiscal Impact & Funding Sources (if known):

The Arizona Supreme Court-AOC receives and manages Federal Title IV-E funding through an Inter-Agency Service Agreement (ISA) with Arizona Dept. of Economic Security (DES) in order to make claims through DES to the federal government per CFDA# 93.658. Juvenile Court Services staff have determined that some juveniles within the county may be eligible for Title IV-E and therefore the department would be reimbursed through the AOC for out-of-home placement services provided to the eligible juveniles. In addition, the department would be reimbursed for a percentage of the personnel expense of current staff to review case management files and manage the case flow process of juveniles who are eligible within the established Federal Title IV-E guidelines. The amount of reimbursement is variable and difficult to determine at the current time because it is contingent on the number of eligible juveniles. The department does not anticipate needing additional staff to work with this new funding source.

Attachments

AOC Juve Title IV E

1795 Grant approval form

Arizona Supreme Court
Administrative Office of the Courts

TITLE IV-E SERVICE AGREEMENT

Fiscal Years 2014 – 2015

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts, ("AOC"), and Cochise County Probation Department ("Department").

1. **Term.** This agreement becomes effective upon execution, and shall remain in effect through June 30, 2015.
2. **Extension of Term.** The Service Agreement may be extended beyond the basic term by mutual agreement of the parties up to (3) three additional years for an aggregate of (5) five years. To extend the term, the AOC shall provide written notice to the Department of its desire to extend the Service Agreement not less than 60 days prior to the expiration of the Service Agreement term or any subsequent extension. If both parties agree, any extension shall be effected by an amendment to the Service Agreement signed by both parties. Contract extensions are subject to the availability of funds.
3. **Purpose and Authority.** This Service Agreement defines the duties of the parties required to comply with the Interagency Service Agreement (ISA) between the Department of Economic Security (DES) and AOC and with Title IV-B and IV-E of the Social Security Act (Public Law 96-272 and Public Law 105-89) in order for the AOC to obtain federal reimbursement for allowable expenses for juveniles in out of home placement in delinquency cases. The parties to this agreement shall submit the necessary documentation to obtain federal reimbursement, when possible for expenditures it makes for juvenile treatment services. The Title IV-E funds obtained under the ISA shall be used to supplement existing program funds allocated to the Department and shall not be used to supplant those funds. Existing program funds that are allocated to the Department shall not be reduced based on generating Title IV-E revenue. This agreement and the ISA between DES and the AOC have been entered so that Arizona's children may have the benefit of improved social services and case outcomes in the areas of safety, permanency and child and family well being, consistent with federal child welfare goals. This agreement applies only to those cases for which Title IV-E reimbursement will be claimed to the AOC and for which corresponding Title IV-B requirements must be met.

The AOC administers funds, programs and services for juveniles under the jurisdiction of the court. The Juvenile Probation Department provides services to Arizona's children and demonstrates placement care and control pursuant to statute and by order of the juvenile court. This agreement promotes the performance of these duties.

4. **Description of Services.**

a. **The Department shall:**

i. Prior to implementation, develop in collaboration with the AOC Title IV-E Specialist, a IV-E Operational Plan outlining and diagramming in detail all steps necessary to comply with IV-B, IV-E and ISA requirements in the context of delinquency cases for which Title IV-E reimbursement will be claimed to the AOC for initial approval and, upon request, with any modifications needed following a federal IV-E audit and/or Child and Family Services Review (CFSR). The goals of the Operational Plan are to facilitate an understanding of each Department's unique processes, to outline methods to meet Title IV-E and IV-B requirements and to work collaboratively to identify needs for technical assistance. This plan shall also address the monitoring and tracking of Title IV-B/E requirements, in addition to monetary and budgetary objectives to use the reimbursements to be allocated for services and programs for juveniles and their families. The AOC will review the Operational Plan, prior to implementation and upon Service Agreement extension or renewal.

ii. Gather and enter all client and financial information into the DES CHILDS computer system to assist with eligibility determination. Review and update all client and financial information into the DES CHILDS computer system in order to ensure eligibility for the duration of the case.

iii. Track, monitor and document case specific information for entry into CHILDS and reporting to the AOC that may impact client initial and continuing eligibility; i.e. changes in placement, runaway, detention, involvement/status of the parents/guardian/home. In accordance with Title IV-E and Title IV-B requirements the Department shall monitor the following items:

- a. Title IV-E criteria and timeline requirements for eligibility determination
- b. Ongoing timelines for judicial findings
- c. Case planning and outcomes
- d. Family/client activity, accomplishments and needs pertaining to permanency goals, barriers and the return of the child to the home
- e. Case-specific information for federal review purposes
- f. Placement care and control activities
- g. Integration and synthesis of case-specific information from providers, court, youth and family
- h. Data/information from initial and ongoing interviews with juvenile and parents/guardians are included in case reviews and updates
- i. Oversight of the accomplishments of the case plan and subsequent return of the child to the home
- j. Periodic reviews of client/family achievement of case plan goals
- k. Probation contacts with juvenile, their families and the provider
- l. Information required for the federally-mandated Adoption and Foster Care Analysis and Reporting System (AFCARS)

- m. Any other information necessary to establish meeting the federal requirements
- iv. Document that return to the home is "contrary to the welfare" of the juvenile to permit a judicial finding to that effect in the first court order when the youth is placed out of the home, including a detention order.
- v. Make "reasonable efforts" to prevent removal to permit a judicial finding to that effect to be made within 60 days of removal from the home.
- vi. Create a case /permanency plan that addresses the requirements of Title IV-E and Title IV-B.
- vii. Insure accuracy of case-specific data provided to the AOC.
- viii. In order to maintain updates to the case tracking system ensure that data/information submitted to the AOC is timely, accurate and in compliance with standards and format set by the AOC and as agreed upon by the parties in advance of implementation.
- ix. Submit required documentation for reimbursement as directed by the AOC and as agreed upon by the parties in advance of implementation including monthly and quarterly claims data.
- x. Cooperate with inspections and monitoring pursuant to Paragraph 9 of this agreement.
- xi. Bear all local expenses required to implement the IV-E program with the exception of those expenses attributed to the AOC.
- xii. Maintain financial reserves to ensure sufficient funds are available in the event of an audit where refund to the federal government is identified, as a result of maintenance and administrative costs that were improperly claimed.
- xiii. Provide monthly finance information to the AOC on the personnel costs for staff working directly on the Title IV-E project through notations on the Monthly Financial Reports submitted to the AOC Finance Office.
- xiv. Comply with all applicable statutes, regulations, rules, codes, policies, procedures, or standards of the State of Arizona, federal government, Arizona Supreme Court, AOC and DES that are related to Title IV-E and Title IV-B requirements.
- xv. Bear the legal costs of any administrative or judicial appeal of a DHHS decision concerning Title IV-E that is requested or initiated by the Department.

xvi. Abide by AOC, DES, Arizona State Statutes, Court Rule, and federal requirements restricting use or disclosure of confidential information concerning individuals assisted under the Title IV-E state plan.

xvii. Promulgate policy restricting the use or disclosure of confidential information concerning individuals assisted under the Title IV-E State Plan and DES policy.

xviii. Review and approve in a timely manner monthly Administrative Time Study sheets prior to submission to the AOC.

xix. Review/approve maintenance claim forms prior to final submission by AOC to DES.

b. The AOC shall:

i. Establish requirements for claiming Federal Financial Participation (FFP) consistent with the ISA with DES and Federal law.

ii. Provide technical assistance with the development of the Department's Title IV-E/B operational plan. AOC will review the plan submitted by the Department prior to implementation.

iii. Make administrative, maintenance, and training reimbursement claims and credit payments to each Department quarterly, after verifying each claim. There will be no concomitant reduction of JPSF funds as a result of any such quarterly payments.

iv. Monitor the Department's compliance with this Agreement onsite, electronically and by any other means determined by the AOC to be necessary including review of CHILDS. This includes but is not limited to review of probation case files and similarly held information for the presence of:

- a. Required judicial determinations
- b. Initial client and financial eligibility information gathering, review and submission to DES
- c. On-going client and financial eligibility information gathering, updating and submission to DES
- d. Case-specific information for federal review purposes
- e. Oversight of the integration and synthesis of case-specific information from providers, court, youth and family
- f. Demonstration that data/information from initial and ongoing interviews with juvenile and parents/guardians are included in case reviews and updates
- g. Demonstration of placement care and control activities

- h. Oversight of each juvenile's accomplishments of the case plan and subsequent return of the youth to the home
- i. Periodic reviews of client/family achievement of case plan goals
- j. Probation contacts with juvenile, their families and the provider
- k. Any other information necessary to establish meeting the federal requirements

v. Provide written quality assurance reports to the Department following all formal monitoring visits and reviews.

vi. Have the discretion to withhold Title IV-E funds allocated to the Department for an agreed upon period necessary to recoup the amount required to be repaid as a result of a federal audit of the Title IV-E program or a finding of an ineligible case at the local level.

vii. Complete an addendum A to the Juvenile Probation Services Fund (JPSF) with the Department to fund a position or portion of a position responsible for implementing the Title IV-B/E requirements at the local juvenile court level. The JPSF funding allocation shall be reduced accordingly. After twenty-four (24) months of funding, the Department assumes position funding and JPSF monies will be returned to the Department's allocation, as necessary. Any administrative reimbursement will be credited to the counties for operational reimbursement.

viii. Provide technical assistance to counties in conjunction with DES to maximize the reimbursement of administrative costs to the Department, including the option of contracting with consultants who can assist the department in doing this in the most cost effective and timely manner possible.

ix. Provide technical assistance on safeguards for restricting use or disclosure of confidential information.

5. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party by certified mail. If the department should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, persistently disregard laws and ordinances, or not proceed with work, or otherwise be guilty of a substantial violation of any provision of this agreement, then the AOC may terminate this agreement for cause. Prior to termination of this agreement for cause, the AOC shall give the department ten (10) business days written notice. Upon receipt of such termination notice, the department shall be allowed ten (10) business days to cure such deficiencies.

6. **Fund Accounting.** All IV-E monies received by the AOC based on claims filed on behalf of the departments will be initially deposited in special revenue funds established for the execution of this agreement. The allocation and disbursement of these funds shall be specified in an Amendment to existing Funding Agreements and included as separate and specific Funds in future Funding Agreements.

a. Assurances

i. At the discretion of the Department, any or all Maintenance reimbursement shall be retained by the AOC or disbursed quarterly to the Department, in an amount equal to the amount of reimbursement received by AOC on the behalf of the Department during that quarter. Title IV-E Maintenance funds are intended to supplement, not supplant a Department's JPSF allocation.

ii. Administrative and Training reimbursements will be disbursed quarterly to the Department, in an amount equal to the amount of reimbursement received by AOC on the behalf of the Department during that quarter.

7. **Books and Records.**

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

b. Program Records and Evaluation. The AOC may monitor and evaluate the local Operational Plan to determine its effectiveness. As a condition of receipt of grant funds, the Department agrees to maintain and provide to the AOC such data and statistics as may be required for purposes of evaluation. AOC agrees to maintain and provide to DES such data and statistics as may be required for purposes of evaluation. Department further agrees that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations related to this agreement.

8. **Performance Liability.** Except as otherwise provided by law, in the performance of this Agreement and Department's approved plan, both parties hereto are acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party is solely responsible for the actions of its employees under this Agreement.

9. **Visitation and Inspection.** Court representatives or other appropriate agents of the state or federal government shall, with timely notice to the Department, be entitled to review and inspect the Department's facilities, its program operation, and those records which pertain to the

program funded by this Agreement during the term of this Agreement. Any reports prepared pursuant to this section shall be made available to Department upon request.

10. **Evaluation.** AOC may, at its expense, evaluate any services provided for under this agreement by the Department and may assess Department's progress and success in achieving the goals and objectives described in the service section of this agreement. Evaluation reports shall be made available to the local juvenile court upon request.

11. **Technical Assistance.** AOC, upon request, shall provide technical assistance to the local probation department relative to the terms and conditions, policies and procedures governing this agreement, and shall assist in the gathering of data within the AOC's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the agreement.

12. **Disputes.** Any dispute arising under the Agreement shall initially be decided by the agreement administrator, the Director of the AOC Juvenile Services Division. Pending the final decision of a dispute hereunder, Department shall proceed diligently with the performance of the Contract in accordance with the agreement administrator's decision.

13. **Applicable Law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes thereunder. Department shall comply with the applicable sections of all state and federal laws related to non-discrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. §38-511.

14. **Assignments and Subcontracts.** No rights or obligations under this Agreement shall be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Court.

15. **Amendments and Waivers.** Amendments to the Agreement shall be in writing and shall be signed by all parties to the Agreement. To the extent that any amendments to the Agreement are in conflict with the basic terms and conditions of the Agreement, the amendments shall control the interpretation of the Agreement. No condition or requirement contained in or made a part of the Agreement shall be waived or modified without a written amendment to the Agreement.

16. **Non-discrimination.** The parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the age discrimination in employment act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The parties shall also comply with 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, and the Americans with Disabilities Act.

17. **Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.**

a. The Department warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of Contractor's key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the contract.

c. The AOC retains the legal right to audit and inspect the papers of any of the department's employee or subcontractor's employee who works on the agreement to ensure that the Department's personnel and any person working at the direction of the Department is complying with the warranty under subparagraph A.

18. **Scrutinized Business Operations.** Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Department certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the AOC determines that the Department submitted a false certification, the AOC may impose remedies as provided by law including cancellation or termination of this Agreement.

COCHISE COUNTY
PROBATION DEPARTMENT

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS

By 
Delcv G. Scull
Title Director
Date 7/12/13

By 
Title DEPUTY DIRECTOR
Date 7/2/13

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**Action 22.
Procurement**

Regular Board of Supervisors Meeting

Meeting Date: 06/24/2014

Banking Services

Submitted By: Terry Rutan, Procurement

Department: Procurement

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

NAME of PRESENTER: Terry Rutan **TITLE of PRESENTER:** Senior Buyer

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 RFP 14-36-TRE-03 for Banking Services to J.P. Morgan/Chase Bank for the period of July 1, 2014 through June 30, 2017

Background:

The Procurement Department with assistance from the Treasurer prepared Request for Proposal 14-36-TRE-03 for Banking Services. The Request for Proposal was released on April 30, 2014 and advertised in the Arizona Range News on April 30th and May 7th, 2014. Nine banks were contacted telephonically by the Procurement Department and the the proposal was posted on Public Purchase. Three banks responded to the proposal with Bank of America declining to respond due to the change in their banking footprint. The two facilities that returned a response were Wells Fargo Bank and J.P. Morgan Chase Bank

Department's Next Steps (if approved):

Execute contract and monitor contract performance

Impact of NOT Approving/Alternatives:

The County will be out of compliance with ARS 35-325

To BOS Staff: Document Disposition/Follow-Up:

Please sign three copies (1 - Procurement; 1 - Awarded Vendor; 1 - Clerk of the Board)

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Misc bank fees

Attachments

Banking Services

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03
BANKING SERVICES**

**NOTICE OF
REQUEST FOR PROPOSALS 14-36-TRE-03
BANKING SERVICES**

**REQUESTED BY THE
COCHISE COUNTY TREASURER**

**PROPOSALS ARE DUE MAY 21, 2014
AT 4:00 PM, MST**

Notice is hereby given that sealed competitive proposals, to provide the specified materials/services, will be received by the Senior Buyer at the specified location, until the time and date cited. Proposals will be publicly opened in the Procurement Department Conference Room and will **not** be read aloud. Any Proposals received later than the date and time specified above will be returned unopened.

Copies of the solicitation are available on the Public Purchase e-Procurement web site at www.publicpurchase.com. For detailed registration information visit the County's web site www.cochise.az.gov click on "Departments", and then click on "Procurement". If additional information is needed contact the Procurement Representative, Terry Rutan, Senior Buyer at phone 520-432-8392, fax 520-432-8397, TDD (520)432-8360, or e-mail trutan@cochise.az.gov.

The Board of Supervisors reserves the right to accept or reject any proposal or any part thereof; to defer action on the proposals; to reject all proposals; to waive any informalities in solicitation procedures. Deviations from the proposal specifications may be considered at the option of the Board of Supervisors.

Proposal submittals are to be mailed or delivered to: Cochise County, Procurement Department, 1415 W. Melody Lane, Building C, Bisbee, Arizona 85603. Electronic format bids will not be accepted.

It is the Bidder's responsibility to monitor the Public Purchase e-Procurement web site for possible addenda to this bid to inform him/herself of the most current specifications, terms and conditions and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: www.publicpurchase.com. Failure of the bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return signed addenda(s), when required, may be cause for the rejection of the bid.

Terry Rutan
Senior Buyer

PART ONE

1.1 Introduction:

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

1.1.1 For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Attachments

PART TWO

GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

2.1 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 2.1.1 **County:** Cochise County, Arizona
- 2.1.2 **Bank, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County.
- 2.1.3 **Contract:** The legal agreement executed between Cochise County, Arizona, and the Bank, specifically Cochise County Contract No. 4805.
- 2.1.4 **May:** Indicates something that is not mandatory but permissible.
- 2.1.5 **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 2.1.6 **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 2.1.7 **Will:** Indicates an expression of intent, but is not binding.
- 2.1.8 **Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP").
- 2.1.9 **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Servicing Bank Contract requirements and the integrity and reliability that will assure good faith performance.
- 2.1.10 **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals.
- 2.1.11 **Servicing Bank of Public Monies:** Any bank that qualifies to become an eligible depository of the deposits of public monies, that has a total capital structure of ten million dollars or more, resources of one hundred million dollars or more and that is otherwise in a sound condition.
- 2.1.12 **Eligible Depository:** Commercial or savings bank or savings and loan association having either a branch in this state or its principal place of business in this state and insured by the federal deposit insurance corporation or its successor or any other insuring instrumentality of the United States according to the applicable federal law.

2.2 Preparation of Bid/Offer:

It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

2.2.1 Form; No Facsimile or Telegraphic Offers:

A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.

2.2.2 Typed or Ink; Corrections: The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.

2.2.3 Bid/Proposal Form; Original Signatures: The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.

2.2.4 Exceptions to Terms and Conditions: A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

2.3 Inquiries:

All inquiries related to this solicitation shall be directed to the Senior Buyer unless otherwise stated in the solicitation.

2.3.1 Submission of Inquiries: The Senior Buyer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

2.3.2 Timeliness: The Senior Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

2.3.3 No Right to Rely on Verbal Responses: Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

2.4 Submission of Offer:

Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.

Bids/proposals shall be received at:

**Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

2.4.1 **Sealed Envelope or Package:** Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

RFP 14-36-TRE-03 - Banking Services

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

2.4.2 **Addenda:** Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum may result in rejection of the bid/offer.

2.4.3 **Late Bids/Offers:** A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

2.4.3.1 The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

2.4.4 **Overnight Delivery Service:** Overnight delivery services **do not** deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.

2.4.5 **Bid/Offer Amendment or Withdrawal:** A bid/offer may not be amended or withdrawn after the offer due date and time.

2.4.6 **Public Record:** Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

- 2.5 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.
- 2.6 **Taxes:** The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.
- 2.7 **Cost of Bid/Offer Preparation:** The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.
- 2.8 **Certifications, Disclosure, and Disqualification:**
- 2.8.1 **Non-collusion, Employment and Debarment:** By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:
- 2.8.1.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- 2.8.1.2 It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
- 2.8.2 **Disclosure:** If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.
- 2.8.3 **Disqualification:** The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 2.9 **Award of Contract:**
- 2.9.1 **Number or Types of Awards:** Where applicable, the County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, or by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If it is determined that an aggregate award to one Bidder/Offeror is not in the County's best interests, "all or none" bids/offers shall be rejected.
- 2.9.2 **Waiver and Rejection Rights:** Notwithstanding any other provision of the solicitation, the County reserves the right to:
- 2.9.2.1 Waive any immaterial defect or informality;
- 2.9.2.2 Reject the response of any bank that has previously defaulted on any contract with Cochise County;

2.9.2.3 Reject any and all bids/offers or portions thereof; or

2.9.2.4 Cancel a solicitation

2.10 Contract Inception:

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

2.11 Protests:

In accordance with Section 15.0 of the Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Procurement Director. The protest shall be submitted in writing to the Director of Procurement within five (5) working days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto. A protest shall include:

2.11.1 The name, address and telephone number of the protestor;

2.11.2 The signature of the protestor or its representative;

2.11.3 The name and number of the solicitation that is being protested;

2.11.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

2.11.5 The form of relief requested.

2.12 Order of Precedence:

In the event of a conflict in the provision of this solicitation, the following shall prevail:

2.12.1 Special Terms and Conditions

2.12.2 General Terms and Conditions

2.12.3 Specifications or Scope of Work or Services

2.12.4 Documents referenced in the solicitation

2.12.5 Special Instructions to Bidders/Offerors

2.12.6 General Instructions to Bidders/Offerors

PART THREE

SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

3.1 Bidder/Offeror's Contacts:

- 3.1.1** All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Terry Rutan, Senior Buyer, at (520)432-8392, trutan@cochise.az.gov. The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Senior Buyer as a contact.
- 3.1.2** Bidders/offerors may not contact the employees of the using agency concerning this solicitation while the bid/proposal evaluation process is in progress.

3.2 Pre-bid/Proposal Conference:

A pre-bid/proposal conference will not be held.

3.3 Bid/Proposal Format:

One (1) original and two (2) copies of each bid/proposal must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid/proposal should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid/proposal.

- 3.3.1** In order to be considered for evaluation, the Proposer must submit the Proposal packet with the following completed as directed:

3.3.1.1 The Proposal Form

3.3.1.2 The Form of Agreement completed as described in Part Seven

3.3.1.3 The Proposal in the format as described in Section 3.4 below

3.4 Proposal Structure:

For convenience of review, please structure the proposal as follows:

The County will evaluate the proposals on a cost and earnings potential basis and both a fee and compensating balance basic for compensation will be considered. The County requires the ability to change from one to the other form of compensation on thirty (30) days written notice throughout the contract period to recognize earnings made possible by changes in interest rates.

All item and account charges as designated on Attachment 8.1.3 will remain at the proposal price quoted for the duration of the initial three years of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP those services will be provided not more than the bank's then-current published rate.

The current accounts, their use, and historical balance are outlined in the SCOPE OF WORK section.

3.4.1 Institution's Qualifications and Experience:

1. In order to fulfill the County's fiduciary responsibility to protect public funds, each bank submitting proposals shall provide in response to this item:
 - a. audited financial statements for the most recent fiscal year, which will be kept confidential and will not be available for public inspection, and
 - b. the bank's CRA rating (please note rating agency).
2. Provide the bank's most recent Sheshunoff, Veribanc or credit rating (senior and subordinate debt) from independent rating services. The bank shall be responsible for notifying the County of any change in this rating during the entire contract period.
3. Describe the bank's approach to satisfying the County's banking and customer service needs especially as regards the remote processing of deposits in the service area.
4. List references from three of the bank's current, comparable governmental clients. Include a contact person, their title and telephone number.
5. Provide the proposed timeline for implementation of the contract including activities and responsibilities of the County and the bank.
6. Provide a copy of all agreements (even if not directly referenced in this RFP) which will be required to be executed under the contract for the services listed. Any required modifications to these agreements will be agreed upon before award of contract.

3.4.2 Key Personnel: Identify the capability of the firm to perform and manage the account(s) both technically and administratively. Include the following:

- An organization chart specific for the project. Identify all key account personnel, their function, experience, and work locations and that of all proposed subcontractors.
- Provide a short bio and qualifications for the primary account executive to be used for the account along with his/her backup.
- Provide copies of proof of any necessary licensing or certification for all personnel who will be working on this account.
- Indicate the time period prior to award that all key personnel will be available as proposed and the likely staff assignments if the award is delayed past the stipulated period.

Cochise County shall have the option of checking references and may request the substitution of key staff members prior to the start of the project, or as deemed necessary by the County to ensure proper expertise and timely service.

3.4.3 Methodology: Answer in detail the following questions.

3.4.3.1 Account Structure and General Information:

1. What is the institution's time schedule for mailing or deliveries of insufficient funds notices and return items to customers?
2. Does the institution intend to discontinue offering any of the services identified in the Request for Proposal during the specified term of the contract? If yes, fully describe the circumstances including the anticipated date for elimination. List the options that will be available to provide for this service.
3. Does the institution have current plans to add or remove branches within the County during the specified term of the contract? If so, which branches are involved and where would new branches be located? What level of service should be available?
4. Has the firm entered into an agreement to merge with another financial institution or other business entity? If yes, please provide planned dates of merger, identify counterparties involved, and indicate which entity will be merged or absorbed. What effect will this merger have on the level of services provided to the County? Will there be any change in location for services provided? Where will the headquarters be located?
5. What is the institution's basis for charging for cash deposited?
6. Does the bank have an availability policy differing from the published availability schedule?
7. What is the deposit cut-off time to assure same day ledger or collected credit?
8. Is the deposit slip number included on the monthly statement?
9. When are credit/debit advices sent to the County?
10. What type deposit bags are proposed/required? Are they provided by the bank?
11. What internal security measures are used on deposits? (dual custody, etc.)
12. Does the bank provide expedited availability on deposits?

13. If provisional credit is given on deposits, when does verification occur?
14. Include a list of all deposit and night deposit locations.
15. Does the bank have stale date control on checks and warrants?

3.4.3.2 ACH Capabilities:

1. Describe the institution's methods for processing ACH transactions and identify the deadlines for processing these transactions.
2. What is the institution's policy on pre-notification? Are pre-notes charged as standard ACH transactions singly and in a mixed file?
3. What transmission methods are required?
4. What is the process for ACH stop payments and/or corrections once the ACH file has been sent to the institution?
5. When would the direct deposit ACH file have to be received by the institution in order to have funds available to participating employees on Thursdays of payroll week? Indicate specific date and time information when identifying deadlines.
6. Does the institution have a backup plan in place in order for the County to meet ACH file transmission deadlines in the event of a system problem or failure? Has the backup plan been tested and used?
7. Does the institution provide for ACH processing of vendor payments? If so, describe the process.
8. Does the institution currently utilize ACH for second presentments of NSF received checks?

3.4.3.3 Standard Deposit and Collection Services: The County anticipates the need for standard collection and disbursement services. The County is interested in exploring the possibility of remote capture of checks.

3.4.3.4 Addition of New Accounts: The County may be required or may desire to open additional accounts or change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.

3.4.3.5 Monthly Analysis Reporting and Service Charge: The servicing bank's monthly statement shall provide, at a minimum, the following information on each account and on a total account basis: average daily ledger balances, average daily collected balances, daily average float, FDIC rate, earnings allowance, and detail transaction volumes and prices. Include a sample monthly analysis with the proposal response.

1. When are the institution's account analysis statements available?
2. Provide a sample account analysis form.

3.4.3.6 Deposit Collateral Requirements: Describe the method of calculation of the required amount of collateralization, provide a list of all accounts covered under the pledged collateral and specify the report form used including all authorized signatures.

1. Collateral must be held in an independent third party bank outside the bank's holding company.
2. All deposits will be collateralized at **101%** of principal plus accrued interest at all times, excluding FDIC insurance.
3. The bank will be contractually responsible for the continuous monitoring and maintaining of collateral margin requirements.
4. Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the custodian and the County will receive a report of collateral pledged including description, par, market value and CUSIP monthly.
5. Substitution rights will be granted if the bank obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
6. The bank shall execute a tri-party safekeeping agreement with the County and the safekeeping bank for custody of pledged securities in full compliance with FIRREA not less than five days before commencement of the contract.

3.4.3.7 Armored Car Services: Cochise County requires armored car service for cash deposits.

1. What time is the deposit received by the bank from the armored car? When are deposits credited to the County account?
2. Does the institution's designated vault have specific requirements for deposits delivered by a third party? If so, what are those requirements?

3.4.3.8 Merchant Credit Card Services:

1. Describe the institution's automated settlement process.
2. Does the institution accept debit card payments as part of its merchant credit card services?
3. What terminals or equipment would be necessary to process credit card and/or debit card transactions through the institution? What setup time is

required for the equipment? Are there any start-up fees? Is training available for use of the equipment? Indicate the fees or service charges for use of any required equipment on the fee schedule.

4. Would one designated contact person be assigned to handle the County's merchant credit card services and all concerns, inquiries, and research requests? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
5. If no designated contact person would be assigned to the County's merchant credit card services, how would customer declines, vendor disputes, and research inquiries be handled by the institution?
6. Does the institution's merchant services' processing have the ability to accept transaction from all financial institutions such as credit unions and savings and loan organizations? If no, describe any limitations.

3.4.3.9 Investment:

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?

3.4.3.10 Securities Clearance and Safekeeping Services:

1. Describe the institution's trade settlement process, including trade settlement deadlines (in Arizona time) and the procedures in place to ensure compliance with the County's Investment Policies and Procedures and Trading resolution.
2. Would one designated contact person be assigned to handle the County's investment activity and all concerns, inquiries and settlement issues? If so, indicate the name, phone number, and availability of that person and a backup point of contact.
3. If no designated contact person would be assigned to handle the county's investment activity, how will concerns, inquiries, and settlement issues be handled by the institution?

3.4.3.11 Imaging of Checks and Warrants:

1. Describe the optical imaging process, including detailed information in imaging deposit items, and the frequency and availability of the data to the County. Are images on line as well as on CD? How long are images maintained on line? Provide screen prints of layouts and available on-line options.
2. When is the CD of imaged items available to the County after month end?
3. What software is required in order to view the CD images? What are the hardware requirements for the software? What search capabilities are available for viewing imaged items?
4. Does the institution have a warehousing capability to store the County's cancelled checks? If so, please describe the process including availability and retention rates.

3.4.3.12 Online Banking Capabilities:

1. Describe the financial institution's electronic reporting capabilities. Is this through the Internet? Describe its capabilities, system requirements, and provide sample reports.
2. When is the information available to the County? Is one and two day float information available? Is intra-day as well as prior day information available online?
3. Describe all services and information types available on-line such as stop payments and initiating wire transfers. Include all limitations, security provisions, and downtime information.
4. What time is prior day information available to the County?
5. Does the system provide full trailer information on line?
6. Does the institution have a long term plan or strategy for technology? If so, describe the overall plan.

3.4.3.14 Positive Pay and Account Reconciliation Services: If positive pay is required by the bank or requested by the Treasurer, it must be understood the Cochise County specials districts are not online computerized with the Treasurer and therefore, their issue information is not available.

1. Does the institution provide partial and full reconciliation services? If so, please describe the process and all system requirements, including file format and file conversion requirements.

2. Are reconciliation services available online?
 3. Provide sample reconciliation reports.
 4. What is the bank's liability policy for fraudulent checks if the County does not use the service?
 5. Describe the bank's positive pay (advance reconciliation) services.
 6. Can the County input individual checks on-line?
 7. Are teller checks verified against the file? How often is teller information updated?
 8. If not teller verified, what is the process, liability, and security on OTC transactions?
 9. How is exception information reported to the County? Online? Otherwise?
 10. What time are exceptions reported to the County and what time is a response required?
 11. What are the available default dispositions for payment or return?
- 3.4.3.15 Overdrafts:** Every effort will be made to eliminate aggregate daylight or overnight overdrafts.
1. State the bank's policy on aggregation of account balances for overdraft calculation.
- 3.4.3.16 Company Banking:** Describe any program the bank has in place to benefit the employees of the County, including services provided and applicable fees to the County or the employee.
- 3.4.3.17 Clerk of the Superior Court Services:**
Describe how services will be provided for the Clerk of the Superior Court.
- 3.4.4 Schedule:** Provide a proposed schedule for execution of the work within the overall time frame specified. It shall clearly demonstrate the required phasing of the work. Include regularly scheduled meetings with the County's Authorized Representative(s) for review of work in progress.
- 3.4.5 Price Proposal:** Provide a detailed listing of all fees for the services listed in Section 4.0 Methodology and any and all services described in the Scope of work.

3.5 Evaluation Criteria:

The following criteria will be significant in the evaluation of proposals, but the County is not limited to the items mentioned. Items are listed in the order of precedence. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the County.

- 3.5.1 Selection Criteria:** The following criteria will be used by the County as the basis for weighting the evaluation and for award recommendation.
- 25% - banking services costs,
 - 25% - responsiveness and ability to provide services required,
 - 25% - earnings potential and funds availability,
 - 10 % - experience and continuity of bank and bank officials, and
 - 15% - credit worthiness of the bank.

3.6 Discussions and Selection:

After the initial receipt and evaluation of proposals, discussions may be conducted with Offerors who submit proposals determined to be the most responsive, which most closely meet the requirements of the Scope of Work, and which are the candidates most likely of being selected for award. Discussions may also be held with responders in order to clarify proposals or portions of proposals.

- 3.6.1** The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offer's best terms from a cost of price and technical standpoint. There will be no Best and Final Offers.
- 3.6.2** Proposals are accepted by the County with the responder's complete understanding that the final evaluation and selection is final and not subject to review. The County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation.

PART FOUR
SCOPE OF WORK

4.1 Background:

The Cochise County Board of Deposit is seeking proposals from qualified banks that agree to perform the duties of the County Servicing Bank for the period of July 1, 2014, through June 30, 2017. The contract may be extended by one two-year period contingent upon agreement by both parties. The Bank shall be notified in writing of the County's intention to extend the contract period at least one hundred eighty (180) calendar days prior to the expiration of the original contract period.

The Board of Supervisors, serving as the Board of Deposit, will determine the successful offeror in the manner required by statute. Only those proposals which conform to the specifications set forth and which are responsive to all matters included in this request shall be considered. It is the intent of the Board of Deposit to designate the most responsive and responsible proposer who best meets the County's needs as the servicing bank. Determination of the responsive and responsible proposer who best meets the County's needs shall be based upon the Criteria of Evaluation as listed in Part Three Section 3.5, including but not limited to the following:

- Bank experience
- Bank personnel assigned to account
- Response to the Scope of Work
- References
- Bank services fee schedule
- Bank earnings credit rate
- Line of credit offered and interest on line of credit
- Method of calculation of collateral.
- Additional data – most recent annual report, most current bank rating and copies of all agreements

However, the Board of Deposit reserves the right to reject any or all proposals, to award separate contracts for bank services and for registering warrants, or extending a line of credit, and to waive any informalities in the proposals.

The bank may also submit a proposal to perform the duties of the servicing bank for the Clerk of the Superior Court. Any such proposal shall respond to all matters specified in the "Clerk of the Superior Court." The respective public officials reserve the right to designate a single qualified

bank as the servicing bank for both sets of tasks, or to award separate contracts, depending upon the best interest of these public entities.

4.2 Definitions:

Terminology used in this Scope of Work is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meaning may exist, the Senior Buyer will determine the applicable interpretation.

4.3 General Requirements for Cochise County Treasurer's Office:

The servicing bank will be required to act as the principal depository and banking agent for the Cochise County Treasurer's Office. In such capacity the servicing bank will be required to handle the majority of the deposit and disbursement activity for all phases of county government, including those political subdivisions which maintain funds with the Cochise County Treasurer and Clerk of the Superior Court. The servicing bank is not authorized to debit or credit County accounts for supplies or corrections without prior notification and authorization by an account signatory.

4.3.1 Deposits: The County Treasurer receives and deposits, on an annual basis, in excess of \$2,500,000,000.00. These deposits are in the form of cash, checks, warrants, drafts, direct deposits, electronic funds transfers and incoming wire fund transfers.

Those checks written on the servicing bank shall be deemed to be collected funds for the purpose of investments immediately upon deposit. In the event that the bank may propose a different treatment for other checks, this shall be specified in the proposal. This treatment will be considered in the cost analysis of the proposal, if the bank proposes that such funds not be immediately available for deposit.

Should deposits be received by direct wire or electronic funds transfers, notification to the Office of the Treasurer shall be given the same day not later than 12:00 noon. Written notification of deposit shall be given by the following day. All ACH information shall be provided to identify depositing agency and recipient of the funds.

Written notification to the Office of Treasurer shall be given on all deposit corrections, regardless of the dollar amount.

The Treasurer's Office also requires that a unique location number be issued for each county entity in order that each deposit can be identified.

4.3.2 Disbursements: The County Treasurer disburses over \$2,000,000,000.00 during the fiscal year, which is represented by approximately 65,000 checks (4,000) and warrants (61,000). Checks will only be honored one year from the date of issue. Stop payment orders will remain in effect on all canceled checks.

4.3.3 Collateral: The servicing bank will be required to comply with the collateral requirements for public depositories as stated in A.R.S. 35-323 as well as all other requirements specified by the Arizona Statutes for servicing banks. The servicing bank shall be required to notify the County Treasurer of their method of calculating the required amount

of collateral, provide a list of all account covered under the pledged collateral and specify the report form used including all authorized signatures.

4.3.4 Statements: To facilitate the bookkeeping in the Treasurer's Office, the servicing bank shall provide a monthly statement, including canceled checks and deposit slips for each month's business, showing all activity on the accounts. A monthly statement will be required by the 5th working day of the following month for all County accounts.

4.3.5 Warrants and Warrant Processing: Warrants drawn against the County Treasurer average approximately 60,000 per year and are payable through the servicing bank. They are MICR encoded with the servicing bank's transit number, warrant account number, warrant number, fiscal year and County fund codes. The servicing bank shall pay for Cochise County warrants on the same basis as they pay for checks drawn against the bank; most banks consider this a zero balance account. The average daily total of warrants is approximately \$1,100,000. The bank shall process stop payments on warrants in the same manner as checks.

The electronic detail, which corresponds to the online information, must be available daily, no later than 11:00 AM, local standard time, to the County Treasurer.

All rejected or missing warrant items shall be reconciled immediately. To aid in the reconciliation the servicing bank shall provide the County Treasurer with a direct contact person in the bank department responsible for the preparation of the computer file and printouts.

New County fund numbers shall be added as needed. Fiscal and calendar year shall be changed automatically and in a timely manner.

The servicing bank will be required to process and present to the County Treasurer all warrants issued prior to July 1, 2013, but which remain outstanding at the expiration of the agreement.

If the bank proposes that a reserve account for this activity be maintained, the requirements of the reserve shall be specified in the proposal and be considered as a cost of service. The Treasurer requests collected funds and earnings credits on any such account to be applied to the analysis to offset the bank charges.

The servicing bank is not required to register warrants in connection with these banking services. If the bank proposes to register warrants, it shall state the amount of interest that will be charged and any limits or restrictions on such registration or redemption. The County reserves the right to make a separate contract for registering warrants or credit line.

Registered warrants will be accepted by the bank the next day after delivery of warrants in the event the Treasurer is unable to process all registered warrants on the day received.

4.3.6 Stopped Payments: The bank shall provide for processing of stop payments on line. All stop payment orders on checks and warrants shall stay in effect until the bank will no longer accept the item.

- 4.3.7 Line of Credit:** Cochise County requests a credit line of \$20,000,000.00. See Attachment 8.1.4.

If the bank anticipates agreeing to extend a revolving line of credit, it is requested to state the terms, conditions, limits and applicable rates for such a credit line and list the process and time line to increase a credit line, if necessary. When the Treasurer makes a payment on a line of credit and pays the amount of interest quoted, no additional interest will be charged due to the bank's failure to post the payment on the correct day. The servicing bank shall be required to adjust all errors regardless of the amount. A monthly statement will be required by the 5th working day of the following month for all credit line accounts

- 4.3.8 Electronic Funds Transfers:** The increased demand for Electronic Funds Transfers (EFT) makes it necessary for the Treasurer to remit various payments both by debit and/or credit EFTs. The servicing bank will be required to arrange these transfers. The Treasurer also receives EFT deposits. The servicing bank is required to provide same day notification of all EFT deposits and copies of all addenda information accompanying each EFT deposit. Separate accounts may be required to clear EFTs, sure pay and related corrections.

- 4.3.9 Data Processing Requirements:** An automated system of processing warrants shall require the servicing bank to capture essential warrant information (auxiliary field for identification and amount field) from the magnetic ink encoding on the warrants. The Cochise County Information Technologies Department requires this information via the public internet. The Cochise County Treasurer requires a list of this file and the warrants sorted into the same sequence (auxiliary field). Specifications for the servicing bank contract shall include the computer file transmission, report and sorted warrants. Technical data as they relate to the aforementioned specifications are as follows:

4.3.9.1 Report Requirements:

- Double spaced
- Three columns:
 - Auxiliary
 - ABA Routing Number
 - Amount (edited so leading zeros are blanks, i.e. 0.000)
- Control brakes:
 - Subtotals – change in first three digits of Auxiliary and last detailed record
 - Total - ending of listing
- In Sequence by Auxiliary
 - Warrants sequence
 - In sequence by Auxiliary

- 4.3.10 Bank Service:** Costs shall be paid, to the extent possible, from accruing credit. All remaining earnings shall be carried forward during the remaining term of the contract, with any excess accrued earnings paid to the County at the end of the contract term. Account maintenance, including debiting and crediting of the account and distributing

funds, is required. Various other functions may be considered for inclusion in the contract at the County's option on cost and need. These may include but not be limited to the following:

- Printing and production of checks, warrants, and deposit slips
- Collection services, including postage and insurance on items requiring special handling
- Wire transfer of funds
- Electronic transfer of funds
- Overnight repurchase agreement investments
- Computer information interchange services
- Transportation of County items
- Armored car services
- Issuance of cashier's checks, drafts and domestic or foreign payment orders
- Security clearing and safekeeping service
- Stop payment processing for checks and warrants
- ACH clearing for internet tax payments, both credit card and E-check

The servicing bank must specify each and every proposed requirement for reserve accounts, float accounts, non-interest bearing CDs or any limitation on the use of funds the would be required in connection with the services proposed.

The servicing bank will provide access to their databases online.

4.3.11 Investment Services: The County requires overnight investment daily. Sweep accounts will not be considered due to ARS restrictions. The servicing bank must provide short term investment options. The County also periodically invests directly in Treasury bills, Government Agencies, Repurchase Agreements, and Certificates of Deposit. The amount invested is determined by the County Treasurer's staff on a daily basis by notifying the Investment Department.

4.3.12 Sure Pay Services: The County reserves the right to make a separate contract for sure pay services.

4.3.13 Merchant Card Services: The JP Court card processing has moved to the Clerk of the Court and the Treasurer will only process card services for the Sheriff's Department. No activity numbers are available.

4.4 General Requirements for Clerk of the Superior Court:

The Clerk of the Court currently has three accounts; two are checking accounts and one is a savings account. The annual cash flow/amount of annual deposits is approximately \$1,750,000.00 with an estimated 5,657 annual deposit items. The estimated annual number of checks processed (disbursed) is 3,500.

4.4.1 Bank Account Maintenance:

- Monthly bank statement for accounts must be provided with documentation supporting all entries on the statements within five (5) banking days after calendar month end.
- The servicing bank must provide for the necessary printing of checks and deposit slips for the Clerk's two checking accounts.
- The servicing bank shall have personnel available to answer questions pertaining to transactions which require explanation and to affect accounts opening/closing and transfers as required.
- The servicing bank shall establish a blanket authorized signature file which will cover all accounts opened at the contracted bank in the name of the Clerk of the Superior Court
- All servicing bank fees shall be waived.

4.4.2 Deposit Services: All deposits must be credited to the Clerk's ledger balance immediately upon receipt. The Clerk shall take appropriate steps to facilitate the quickest possible collection of deposits by the servicing bank, such as multiple daily deposits when necessary.

4.4.3 Currency and Coin Services: Fees for the following services shall be waived:

- Currency purchases
- Coin purchases
- Coin bags and wrappers
- Locking bank bags

4.4.4 Stopped Payments: The Clerk's Office shall have the ability to stop payments telephonically by designated personnel other than authorized signers.

4.4.5 Accept/Return: The servicing bank shall give credit for stopped, voided and canceled issues; accept, return and give credit for forged issues whenever returned with a certification of forgery.

4.4.6 Merchant Card Services: This service is optional. The County currently processes an average number of 500 transactions totaling \$96,400.00 monthly at 7 locations. The County would require terminals, a monthly break down of transactions by location and a merchant account that deposits to the servicing account nightly. All fees must be stated and balancing method identified in the proposal.

4.4.7 Other Services:

- Armored car services for the Bisbee and Sierra Vista locations
- Credit card machines. There is currently one in Sierra Vista and intentions are to add one in Bisbee.

PART FIVE

SPECIAL TERMS AND CONDITIONS

5.1 Bid/Proposal Opening:

Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.

5.1.1 Bids: Bids shall be read publicly and recorded.

5.1.2 Proposals: The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after the Contract award.

5.2 Offer Acceptance Period:

In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.

5.3 Award of the Contract:

The Board of Supervisors will award the Contract to the most responsive and responsible Offeror, whose proposal is most advantageous to the County. The Cochise County Board of Supervisors reserves the right to reject the response of any persons or corporations who have previously defaulted on any contract with Cochise County.

5.4 Effective Date of Contract:

Approval of the award by the Board of Supervisors and countersigned by the Clerk of the Board are the conditions precedent to the effectiveness of this Contract.

5.5 Upon Award of the Contract:

The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.

5.6 Term of the Contract:

The term of the Contract shall be from July 1, 2014 through June 30, 2017.

5.7 Renewal of the Contract:

Upon written agreement of both parties at least sixty (60) days prior to each Contract anniversary date, the Contract may be renewed for a period of two (2) years under the same prices, terms, and conditions as the original Contract.

5.8 Confidential Information:

If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Senior Buyer should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.

5.9 Suspension or Debarment Status:

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.

5.10 Minimum Requirements:

Items/services specified in this bid/proposal are only to acknowledge the minimum requirements needed. The County reserves the right to select the material/services it deems most suitable for the intended purpose and use. It is the intent that this will be a guide to specifying the desired material/equipment/services and not to restrict others from bidding/offering.

5.11 Failure to Deliver:

In the event of failure of the Bank to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the Bank responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

5.12 Non-exclusive Contract:

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Cochise. The County reserves the right to obtain like services from another source when necessary.

5.13 Price Adjustment (Annual):

The County Procurement Department may review a fully documented request for a price increase only after the contract has been in effect for three (3) years. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Procurement Department shall determine whether the requested price increase or an alternate option is in the best interest of the County.

The Bank shall offer the County a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03
BANKING SERVICES**

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the County.

PART SIX

GENERAL TERMS AND CONDITIONS

6.1 Certification:

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 6.1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 6.1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 6.1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 6.1.4 The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

6.2 Gratuities:

The County may, by written notice to the Bank, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bank or any agent or representative of the Bank, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event the County pursuant to this provision cancels this Contract, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Bank the amount of the gratuity. Paying the expense of normal business meals that are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

6.3 Applicable Law:

This Contract shall be governed by, and the County and Bank shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

6.4 Arizona Procurement Code:

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Purchasing Policy are a part of this document as if fully set forth herein.

6.5 Legal Remedies:

All claims and controversies shall be subject to A.R.S. §12-1518 et. al.

6.6 Contract:

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

6.7 Contract Amendments:

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Bank.

6.8 Provisions Required By Law:

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

6.9 Termination by the County:

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from the County, unless the notice specifies a later time.

6.9.1 This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving one hundred eighty (180) days written notice to the Bank. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

6.9.2 The County reserves the right to cancel the whole or any part of this contract due to failure of the Bank to carry out any term, promise or condition of the contract. The County will issue a written one hundred eighty (180) day notice of default to the Bank for acting or failing to act any of the following, in the opinion of the County:

6.9.2.1 Bank provides personnel who do not meet the requirements of the contract;

6.9.2.2 Bank fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

6.9.2.3 Bank attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

6.9.2.4 Bank fails to furnish the required service and/or product within the time stipulated in the contract;

6.9.2.5 Bank fails in the performance of the requirements of the contract and/or gives the County a positive indication that Bank will not or cannot perform to the requirements of the contract.

6.10 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the invalid provision, or application.

6.11 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Bank is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Bank should make arrangements to directly such expenses, if any.

6.12 Interpretation - Parole Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

6.13 Assignment - Delegation:

The Bank without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Bank shall be made without prior written

permission of the County. The County shall not unreasonably withhold approval and shall notify the Bank of the County's position within 15 days of receipt of written notice by the Bank.

6.14 Subcontracts:

The Bank shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Bank referred to herein. The Bank is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Bank of the County's position within 15 days of receipt of written notice by the Bank.

6.15 Rights and Remedies:

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

6.17 Warranties:

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

6.18 Indemnification:

To the fullest extent allowed by law, the Bank shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

6.18.1 is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

6.18.2 is caused in whole or in part by any negligent or intentional act or omission of the Bank, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

6.19 Overcharges by Antitrust Violations:

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

6.20 Force Majeure:

6.20.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

6.20.1.1 Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

6.20.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.21 Right to Assurance:

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five- (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

6.22 Records:

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Bank shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

6.23 Advertising:

Bank shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

6.24 Exclusive Possession:

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Bank or any other person except with prior written permission of the County.

6.25 Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

6.26 Liens:

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Bank until payment in full is made by the County. Upon request of the County, the Bank shall provide a formal release of all Liens.

6.27 Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

6.28 Licenses:

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

6.29 Preparation of Specifications by Persons Other than County Personnel:

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive

any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

6.30 Cost of Bid/Proposal Preparation:

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

6.31 Public Record:

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification. As provided by the Cochise County Purchasing Policy.

6.32 Payment by the County:

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

6.33 Independent Bank:

The Bank shall be legally considered an independent Bank and neither the Bank nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the Bank, its servants or agents.

PART SEVEN

FORM OF AGREEMENT

7.1 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**Bank**". **Do not fill in the date.**

7.1.1 Return the completed Form of Agreement with the proposal packet.

PART EIGHT

ATTACHMENTS

8.1 Attachments: The following attachments are considered to be a part of the Contract Documents.

8.1.1 Cochise County Budget FY 2013-14 is on the Cochise County web site at www.cochise.az.gov click on "Dollar Sign in the blue button" on the home page.

8.1.2 School budgets and special district budgets upon request

8.1.3 Treasurer Activity

8.1.3.1 Dollar volume of activity

8.1.4 Credit Line

8.1.4.1 Credit Line Request by District/Department

AGREEMENT #14-36-TRE-03
BETWEEN COCHISE COUNTY
and

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:
Catherine L. Traywick, Treasurer
Cochise County Office of the Treasurer
1415 Melody Lane, Building E
Bisbee, Arizona 85603

and the Bank, whose complete name, address and Authorized Representative are:

This Contract is designated by the County as No. 14-36-TRE-03 Banking Services

The County and Bank 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 Bank 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 Bank 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 Bank in the amounts and at the times or events stated below:
Payment as specified in Contract Documents

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

REQUEST FOR PROPOSAL #RFP 14-36-TRE-03
BANKING SERVICES

This Agreement is entered into this _____ day of _____ 2010.

BANK:

APPROVED BY:
COCHISE COUNTY
BOARD OF SUPERVISORS

Authorized Signature

Print Name and Title

Ann English
Chairman

ATTEST:

Arlethe Rios
Clerk of the Board

**ATTACHMENT 8.1.3
 COCHISE COUNTY, ARIZONA**

Activity volumes are estimates based on historical levels. The AFP Code for several of the services has been provided where available. Change as necessary.

Provide a price schedule for all services using AFP Service Codes and include any one-time or set-up charges, and all other fees that will be charged for services proposed.

AFP Code *	Service	Unit Basis	Vol	Unit Bank Charge	Explanatory Notes, if applicable
	Account Services				
	FDIC Assessment (on Avg Ledger)				
010000	Master Account Maintenance Fee	Per account	1		
010000	Subsidiary Account Maintenance	Per account	11		
010000	Account Maintenance with Check Return	Per account			
010000	Account Maintenance with Check Storage	Per Account			
010021	ZBA Accounts Maintenance Fee	Per account	2		
010112	ZBA Account Transfers	Per item			
010320	Account Research Fee				
010000	Money Market Account Maintenance Fee	Per account			
010000	Interest Bearing Accounts Maintenance Fee	Per account			
010000	Non-interest Bearing Account Maint. Fee	Per account			
450020	Investment Sweep	Per account			
	Night Drop-Armored Car Deposit	Per deposit	9,000		
010100	Debits Posted	Per item	9,000		
010101	Credits Posted	Per item	1,000		
010110	Deposit Processing - Teller OTC	Per deposit	30		
010112	ZBA Account Transfers	Per transfer	30		
010402	Internet Stmt Copy Request	Per item			
010703	Statements Rendered	Per item			
019999	Special Signature - Bas Fee	Per item			
019999	Special Signature Req. – Items	Per itme			
150401	Telephone Inquiry	Per item			
400000	Automated Services - Balance & Detail				
401003	Software Installation Fee	One Time			
400000	Monthly Maintenance (Base) Fee*	Monthly	1		
010300	Cost per account E-Statements	Per account/overall			
010300	Cost per item - E-Statements	Per account/overall			
	If Services are Bundled:				
400000	Bundled Balance & Activity Reporting	Per month	1		
	Detail Item Fees	Per item	9,200		

	If services are Un-Bundled (by Module)				
100700	a. Balance Reporting Module	Per account			
	Daily Balance Reporting		1		
40000Z	Detail Daily Reporting	Per account/overall			
400222	Previous day Reporting		1		
400003	Intra-day Reporting	Per item			
400110	Draw Reporting	Per item			
	b. ACH Module	Per account/overall			
	c. EDI Reporting Module	Per account/overall			
	d. Reconciliation Module	Per account/overall			
150410	e. Stop Pay Module	Per account/overall			
450002	f. Repo Module	Per account/overall			
	g. Wire Transfer Module	Per account/overall	1		
	Addenda	Per item			
450020	h. Safekeeping Module				
450100	i. Investment Repo Module				
	j. Internal Transfer Module	Per account/overall	1		
	k. Account Analysis Electronic Form	Per Account			
400001	l. Detail item fee (all modules)	Per item			
400800	Extended On-Line Storage	Per item			
	Deposits - Include and list branch fees if different				
109999	Items Deposited	Per deposit			
010100	Debits Posted	Per item	9,000		<i>Electronic dr/cr in ACH</i>
010101	Credits Posted	Per item	400		
109999	Items deposited	Per item	40,000		
100220	On-us Items	Per item	3,400		
100223	Local	Per item	20		
100221	Affiliate Bank Clearing	Per item	5,000		
100222	Local RCPC	Per item	10		
100222	Local Statewide Clearing	Per Item	10		
100223	11th Fed Country Items	Per item			
100224	Other 11th Fed City Items	Per item	10		
100225	Other 11th Fed RCPC Items	Per item			
	National FRB	Per item	8,300		
100224	Transit Clearing	Per item			
100228	Encoding Charge	Per item	28,000		
100212	Encoded Local Clearing	Per item	11,800		
100213	Encoded Regional	Per item	3,800		
010110	Deposit Processing – OTC	Per item	400		
250100	EFTPS (tax)	Per item	6		
100100	Cash Vault Base Fee Processing Fee	Per item			

	Fed Ready Bags	Per item			
100010	Full bag - loose coin	Per item			
100012	Plastic Bag Deposit	Per item			
100013	Partial bag of loose coin	Per item	3		
100047	Minimum Change Order	Per item			
10004A	Strapped currency furnished	Per item	3		
100100	Cash Deposit Processing Fee I	Per item			
100101	Cash Deposit Processing Fee II	Per item			
100102	Cash Deposit Processing Fee III	Per item			
100100	Currency Deposit	Per deposit	30		
100102	Currency Deposit	Per item			
100101	Coin Deposit	Per deposit			
100144	Rolled Coin Furnished	Per item			
	Commercial Deposits – Vault				
	Immediate Verification		300,000		
100400	Deposit Returned Items	Per item	40		
100402	Reclear	Per item	50		
100500	Deposit Corrections	Per item	2		
100401	Special Handling - Base Charge or Item				
100430	Return Check Notice Fax	Per item			
100700	Return Check Notice Internet	Per item			
100410	Return Item Account	Per account			
100410	Return Item - Per item	Per item			
100500	Deposit Corrections	Per item			
100230	Pre-encoded Rejects	Per item			
101020	Courier Expense	Per item			
	ACH Processing				
250000	File Maintenance - Internet Base Fee	Per month			
250110	Monthly Maintenance (Base) Fee*	Per month	1		
250102	Origination of file - Two Day	Per file	60		
250102	On-Us Two Day	Per item			
250102	Origination per item	Per item	6,600		
250200	Electronic Debits	Per item	140		
250201	Electronic Credits	Per item	12,000		
250202	ACH Received Item	Per item			
250120	ACH Addendum Record In/Out	Per item	100		
250302	ACH Return Items	Per item	10		
250642	Deletions or Reversal Charges	Per item			
250502	Transmission	Per file			
250401	Notification	Per item/file	10		
251050	Fraud Filter - Stop - Base Fee	Per month			

251050	Fraud Filter - Review - Base Fee	Per month			
251053	Fraud Filter - Review - Per Item	Per item			
	Positive Pay				
150120	Positive Pay Posted Checks	Per item	1,550		
150120	Positive Pay Rejects	Per item			
	Monthly Maintenance (Base) Fee*	Per month	1		
150410	Per item charge with Partial Recon	Per item	1,550		
	Per item charge without Recon	Per item			
	Exception Notification	Per item			
150340	NSF Handling Fee	Per item			
151353	CD Rom Service - Per Item	Per item			
151353	CD Rom Service - Per Disk	Per item			
	Transmission	Per item			
	Check Safekeeping				
	Return other than Fraud				
	Reconciliation				
200410	Monthly Maintenance (Base) Fee*	Per Month			
151100	Monthly Sort & List Maintenance	Per month			
151100	Serial Sort and List	Per item			
200020	Partial Recon Monthly Maintenance				
150100	ARP Checks Paid Partial	Per item			
200120	Partial Recon with positive pay	Per item	1,550		
	Full recon monthly maintenance	Per month			
	Full recon detail	Per item			
	Deposit Reconciliation	Per item			
150100	Cancelled Check Return	Per item			
151330	Truncation	Per item			
200201	Transmissions	Per Transmission			
200201	Transmission Detail	Per item			
	Addenda Reporting	Per item			
	ARP Monthly Maintenance - Per Account	Per Account			
200305	ARP Statement On-Line	Per report			
	Safekeeping				
450000	Monthly Maintenance Custody	Per month			
459999	Clearing Fees				
459999	FRB	Per item	1		
459999	DTC	Per item			
450102	Securities Received/ Del – DVP	Per item			
459999	Safekeeping Fees	Per item			
450499	FRB	Per item	2		

450499	DTC	Per item	1		
450111	Custody per \$10 million BE	Per \$10M			
450102	Custody Fixed Income	Per item			
	Income Collection to DDA				
450102	Income Collection – Coupons	Per item			
459999	Income Collection – Maturities	Per item			
459999	Income Collection – Calls	Per item			
	Stop Pays				
150420	Stop Pays	Per item	1		
150410	Stop Pay Automated	Per item	1		
	Wire Transfers				
	Monthly Maintenance*	Per month	1		
350300	Incoming – domestic	Per item	1		
350100	Outgoing - repetitive – automated	Per item	10		
350101	Outgoing - non-repetitive – automated	Per item			
350104	Wire Out Domestic Drawdown Internet	Per item			
350124	Wire Book Transfer Internet Initiated	Per item			
350222	Cash Mgmt Acct Transfers – Internet	Per item			
350411	Wire Advices Faxed/Mailed	Per item	6		
359999	Template Storage	Per item	10		
	Optical Imaging				
159999	Handling Fee	Per month			
150030	Monthly Maintenance (Base) Fee*	Per month	1		
151399	CD Image – Detail	Per item			
151353	CD Image	First CD			
	Collateral Restriction Fees	(note basis)			
	Collateral Pledge Report				
550160	Collateral (or Excess) Fees	(note basis)			
101020	Courier	Per month			
	Bank Supplies				
	Extra Statement	Per item			
010610	Photo Copies	Per item			
150511	Cashier Check	Per item			
160107	Check Printing	Per item			
	OPTIONAL SERVICES				
	Pay Cards				

250201	Monthly Maintenance	Per month			
	Processing - per item	Per item			
	ATM Cash Withdrawal	Per item			
	Cash Advance OTC	Per item			
	ATM Balance Inquiry	Per item			
	Overdraft Fee	Per item			
	Card origination	Per item			
	Credits/Debits	Per item			<i>Assuming same as ACH Credits</i>
	Notification	Per item			
	Corrections	Per item			

*** An effort has been made to incorporate the most widely charged fees in both bundled and unbundled pricings. Please add any explanation to the form to clarify your pricing to avoid misrepresentation.**

BANK #1

	Service	Unit Basis	Vol	Bank #1	
				cost	total
1	Monthly Account Maintenance Fees				
	Master Account Maintenance Fee	Per account	1		0
	ZBA Accounts Maintenance Fee	Per account	1		0
	Money Market Account Maintenance Fee	Per account	3		0
	Interest Bearing Accounts Maintenance Fee	Per account			0
	Non-interest Bearing Account Maint. Fee	Per account			0
	FDIC Assessment	Per account			0
	Negative Collected Balance Fee	Per account			0
2	Sweep Account Fees				0
	Monthly Maintenance (Base) Fee*	Per month	1		0
	Master Account	Per account	1		0
	Swept Accounts	Per account	1		0
	Sweep Reporting	Per account			0
					0
3	On-Line Reporting				0
	Set up fee	One Time			0
	One Time Software Fee Required	One Time			0
	Monthly Maintenance (Base) Fee*	Monthly	1		0
	Cost per account	Per account/overall			0
	Cost per additional accounts	Per account/overall			0
	Balance Reporting Module	Per account/overall	1		0
	Additional Accounts	Per account/overall			0
	Daily Balance Reporting	Per account/overall	1		0
	Transactions	Per item	4,500		0
	Detail Daily Reporting	Per account/overall	1		0
	Previous day Reporting				0
	Intra-day Reporting	Per item	100		0
	ACH Module	Per account/overall	1		0
	EDI Reporting Module	Per account/overall			0
	Reconciliation Module	Per account/overall	1		0
	Stop Pay Module	Per	1		0

		account/overall			
	Sweep Module	Per account/overall	1		0
	Wire Transfer Module	Per account/overall	1		0
	Addenda	Per item			0
	Internal Transfer Module	Per account/overall	1		0
	Detail item fee (all modules)	Per item			0
	Addenda Received	Per item			0
					0
4	Deposits - Include and list <u>branch</u> fees if different				0
	Deposit	Per item			0
	Electronic Credits Posted **		716		0
	On-us Deposits	Per item	2,000		0
	Local City Clearing	Per item	1,300		0
	Local RCPC	Per item	150		0
	11th District City	Per item	175		0
	11th District RCPC	Per item			0
	In District Country	Per item			0
	Cash Deposits - Coin Rolls	Per item			0
	Currency Straps	Per item			0
	National FRB	Per item			0
	Commercial Check Cashing	Per item			0
	Debits Posted	Per item	3,800		0
	Deposit Corrections	Per item	4		0
	Encoding Charge	Per item	3,500		0
	Night Deposit charge	Per item			0
	Rejected items	Per item			0
	Return Items	Per item			0
	Advice	Per item			0
	NSF Paid	Per item			0
	Immediate Verification	Per item			0
					0
5	Checks Paid				0
	Checks and Other Debits	Per item	3,800		0
	Special Signature Requirement	Per account	1		0
	Special Signature Items	Per item	100		0
	Payroll Cards				0
	Card origination				0
	Credits				0
	Notification				0
	Transmission				0

	Corrections				0
					0
6	ACH Processing				0
	Set Up Fees	One time			0
	Monthly Maintenance (Base) Fee*	Per Month			0
	Origination of file	Per file			0
	Entries	Per item			0
	Debits two day	Per item			0
	Credits two day	Per item			0
	ACH Return Items	Per item			0
	ACH Items - On-us	Per item			0
	Out of District	Per item			0
	Deletions or Reversal Charges	Per item			0
	Transmission - on disk or tape	Per file			0
	- via transmission	Per file			0
	Notification	Per item/file			0
					0
7	Returned Items	Per item			0
	Reclear	Per item	50		0
	Buybacks	Per item	5		0
	Telephone notification	Per item	5		0
	Alternative Address	Per item			0
					0
8	Positive Pay				0
	Monthly Maintenance (Base) Fee*	Per month	2		0
	Per item charge	Per item	4,500		0
	Notification Charges	Per item			0
	Reporting	Per month			0
	Image	Per item	3		0
	CD Image – Item	Per item	4,500		0
	Transmission	Per item			0
					0
9	Reconciliation				0
	Monthly Maintenance (Base) Fee*	Per Month	1		0
	Monthly Sort & List Maintenance	Per month			0
	Serial Sort and List	Per item			0
	Partial Recon Monthly Maintenance		1		0
	Partial Recon without positive pay	Per item			0
	Partial Recon with positive pay	Per item	4,000		0
	Full Recon Monthly Maintenance				0
	Full Recon without positive pay	Per item			0
	Full Recon with positive pay	Per item			0
	Deposit Reconciliation – Partial	Per item			0

	Transmissions	Per	2		0
	Credits received	Per item	20		0
	Debits received	Per item	25		0
	Addenda	Per item	20		0
					0
10	Safekeeping				0
	Monthly Maintenance (Base) Fee*				0
	Asset Maintenance	Per item			0
	Clearing Fees				0
	FRB	Per item			0
	Safekeeping Fees				0
	FRB	Per item			0
	Income Collection to DDA				0
	Coupons	Per item			0
	Maturities	Per item			0
					0
11	Stop Pays				0
	Monthly Maintenance (Base) Fee*	Per item			0
	Automated	Per item			0
	Manual	Per item			0
	Confirmations	Per item			0
	Renewals	Per item			0
					0
12	Wire Transfers				0
	Monthly Maintenance*	Per month	1		0
	Incoming – domestic	Per item	5		0
	Outgoing - repetitive – phone	Per item			0
	- repetitive – automated	Per item	20		0
	- non-repetitive – phone	Per item			0
	- non-repetitive – automated	Per item			0
	Internal transfers	Per item			0
	Phone or Fax Advice	Per item	25		0
	Access Charges				0
					0
13	Inter-Account Transfers				0
	Transfer with PC	Per item	1		0
	Transfer with telephone	Per item			0
					0
					0
14	Overdraft Charges	Charge or cap			0
					0
15	Optical Imaging				0
	Software and Setup	One time			0

	Monthly Maintenance (Base) Fee*	Per month			0
	Per item Fee	Per item	4,500		0
	CD Charges	First CD	1		0
	Additional CD	Additional CDs			0
					0
16	Vault Services				0
	Vault Deposit	Per item	20		0
	Coin	Per item	800		0
	Mixed	Per item			0
	Locked bag	Per item	6		0
	Strapped	Per item	8		0
	Change order	Per item	15		0
	Drop bag processing	Per item	450		0
					0
17	Lockbox				0
	Monthly Maintenance	Per account			0
	Processing	Per item			0
	Transmission	Per item			0
	Special Handling	Per item			0
					0
18	Collateral Restriction Fees	<i>(note basis)</i>			0
	Excess Collateral Fees	<i>(note basis)</i>			0
	Security Pledging and Releasing	<i>(note basis)</i>			0
					0
19	Bank Supplies				0
	Bank Bags	Per item			0
	Deposit Slips	Per item			0
	Extra Statement	Per item			0
	Photocopies	Per item			0
	Cashier Checks	Per item			0
	Check Printing	Per item			0

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03
BANKING SERVICES**

Attachment 8.1.3.1

Cochise County Treasurer Dollar Activity

Warrants, checks processed	\$2,500,000,000.00	Number of items	65,000
Deposits	\$2,500,000,000.00	Number of items	10,000

Attachment 8.1.4

**COCHISE COUNTY TREASURER
CREDIT LINE REQUESTS**

<u>POLITICAL SUB-DIVISION</u>		<u>LIMIT</u>
County General		1,822,000.00
County Library		200,000.00
County Flood Control		75,000.00
County Technology District		15,000.00
Naco Light District		3,000.00
Naco Sanitary District		25,000.00
Northern Cochise Hospital		75,000.00
Pirtleville Light District		3,000.00
San Pedro Hospital District		75,000.00
St. David Irrigation		5,000.00
 <u>FIRE DISTRICTS</u>		
Babacomari Fire		2,000.00
Bowie Fire		20,000.00
Elfrida Fire		25,000.00
Fry Fire		900,000.00
Mescal/J6 Fire		25,000.00
Naco Fire		10,000.00
PBW Fire		4,000.00
Palominas Fire		100,000.00
Pirtleville Fire		10,000.00
Pomerene Fire		4,000.00
San Jose Fire		10,000.00
San Simon Fire		30,000.00
St. David Fire		15,000.00
Sunsites-Pearce Fire		97,000.00
Sunnyside Fire		25,000.00
Whetstone Fire		200,000.00
 <u>SCHOOL DISTRICTS</u>		
	<u>FEDERALL TIN</u>	
#1 Tombstone	521551307	1,500,000.00
#2 Bisbee	860398788	30,000.00
#9 Benson Unified	860616733	1,500,000.00
#12 Elfrida	521614065	75,000.00
#13 Willcox	860897512	2,500,000.00
#14 Bowie	860718904	200,000.00
#18 San Simon	860484871	200,000.00
#21 St. David	860660514	250,000.00
#22 Pearce Elementary	860309714	30,000.00
#22 Valley Union High	942948717	100,000.00
#23 Naco	860720043	750,000.00

**COCHISE COUNTY
PROCUREMENT DEPARTMENT
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**REQUEST FOR PROPOSAL #RFP 14-36-TRE-03
BANKING SERVICES**

#26 Cochise	860938105	75,000.00
#27 Douglas	860718412	5,000,000.00
#42 Apache	271476195	20,000.00
#45 Double Adobe	860717507	20,000.00
#49 Palominas	521688002	1,500,000.00
#53 Ash Creek	953535479	200,000.00
#55 McNeal	860717230	45,000.00
#64 Pomerene	860719557	30,000.00
#68 Sierra Vista	860405367	2,000,000.00
#00 Ft. Huachuca Accommodation	860897286	1,000,000.00
Cochise Technology		200,000.00
TOTAL:		20,000,000.00